CLEARVUE TECHNOLOGIES LIMITED
ACN 071 397 487

PROSPECTUS

For an offer of 25,000,000 Shares at an issue price of $0.20 per Share to raise $5,000,000 (**Offer**). Oversubscriptions of up to a further 5,000,000 Shares at an issue price of $0.20 per Share to raise up to a further $1,000,000 may be accepted under the Offer;

and

for the offer of 2,500,000 Options to the Lead Manager (or its nominees).

Lead Manager: Ventnor Securities Pty Ltd (Authorised Representative Number 000408858)

IMPORTANT INFORMATION

This is an important document that should be read in its entirety. If you do not understand it you should consult your professional advisers without delay. **The Shares offered by this Prospectus should be considered highly speculative.**

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CORPORATE DIRECTORY

Directors

Mr Victor Rosenberg
Executive Chairman

Mr Jamie Lyford
Executive Director

Mr Sean Rosenberg
Non-Executive Director

Mr Ivan Wu
Non-Executive Director

Mr Stuart Carmichael
Non-Executive Director

Company Secretary

Mr Brett Tucker

Proposed ASX Code

CPV

Share Registry*

Registry Direct
PO Box 18366
Collins Street East
Melbourne, VIC 8003

T: 1300 55 66 35 (within Australia)
T: +61 3 9909 9909 (outside Australia)
E: registry@registrydirect.com.au
F: +61 3 9111 5652

Solicitors

Steinepreis Paganin
Level 4, The Read Buildings
16 Milligan Street
Perth WA 6000

Registered Office

Ground Floor, 16 Ord Street
West Perth, WA 6005

Telephone: +61 8 9482 0500

Email: info@clearvuepv.com
Website: www.clearvuepv.com

Lead Manager

Ventnor Securities Pty Ltd
Ground Floor, 16 Ord Street
West Perth, WA 6005
as Corporate Authorised Representative
(Authorised Representative Number: 000408858) of
ACNS Capital Markets Pty Ltd (AFSL: 279099)

Corporate Adviser

ICW Capital
Level 8, 208 Adelaide Terrace
East Perth, WA 6004

Patent Attorney

Griffith Hack
Level 19, 109 St Georges Terrace
Perth, WA 6000

Investigating Accountant

Grant Thornton Corporate Finance Pty Ltd
Central Park
Level 43, 152-158 St Georges Terrace
Perth, WA 6000

Auditor

TKNP International
141 Cecil Street #10-1
Singapore 069541 Singapore

* This entity is included for information purposes only. It has not been involved in the preparation of this Prospectus.

IMPORTANT NOTICE

This Prospectus is dated 26 February 2018 and was lodged with the ASIC on that date. The ASIC, the ASX and their respective officers take no responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

No Shares may be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

No person is authorised to give information or to make any representation in connection with this Prospectus, which is not contained in the Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with this Prospectus.

It is important that you read this Prospectus in its entirety and seek professional advice where necessary. The Shares the subject of this Prospectus should be considered highly speculative.

(a) **Exposure Period**

This Prospectus will be circulated during the Exposure Period. The purpose of the Exposure Period is to enable this Prospectus to be examined by market participants prior to the raising of funds. You should be aware that this examination may result in the identification of deficiencies in this Prospectus and, in those circumstances, any application that has been received may need to be dealt with in accordance with section 724 of the Corporations Act. Applications for Shares under this Prospectus will not be processed by the Company until after the expiry of the Exposure Period. No preference will be conferred on applications lodged prior to the expiry of the Exposure Period.

(b) **Web Site – Electronic Prospectus**

A copy of this Prospectus can be downloaded from the website of the Company at www.clearvuepv.com. If you are accessing the electronic version of this Prospectus for the purpose of making an investment in the Company, you must be an Australian resident and must only access this Prospectus from within Australia.

The Corporations Act prohibits any person passing onto another person an Application Form unless it is attached to a hard copy of this Prospectus or it accompanies the complete and unaltered version of this Prospectus. You may obtain a hard copy of this Prospectus free of charge by contacting the Company by phone on +61 8 9482 0500 during office hours or by emailing the Company at info@clearvuepv.com.

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

(c) **Investment Advice**

This Prospectus does not provide investment advice and has been prepared without taking account of your financial objectives, financial situation or particular needs (including financial or taxation issues). You should seek professional investment advice before subscribing for Shares under this Prospectus.

(d) **Risks**

You should read this document in its entirety and, if in any doubt, consult your professional advisers before deciding whether to apply for Shares. There are risks associated with an investment in the Company. The Shares offered under this Prospectus carry no guarantee with respect to return on capital investment, payment of dividends or the future value of the Shares. Refer to Section C of Section 1 as well as Section 5for details relating to some of the key risk factors that should be considered by prospective investors. There may be risk factors in addition to these that should be considered in light of your personal circumstances.

(e) **Website**

No document or information included on the Company's website is incorporated by reference into this Prospectus.

(f) **Forward-looking statements**

This Prospectus contains forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'targets', 'expects', or 'intends' and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of our Company, the Directors and our management.

We cannot and do not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this prospectus will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

We have no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this prospectus, except where required by law.

These forward looking statements are subject to various risk factors that could cause our actual results to differ materially from the results expressed or anticipated in these statements. These risk factors are set out in Section 5.

(g) **Photographs and Diagrams**

Photographs used in this Prospectus which do not have descriptions are for illustration only and should not be interpreted to mean that any person shown endorses the Prospectus or its contents or that the assets shown in them are owned by the Company. Diagrams used in this prospectus are illustrative only and may not be drawn to scale.

(h) **Enquiries**

If you are in any doubt as to how to deal with any of the matters raised in this Prospectus, you should consult with your broker or legal, financial or other

professional adviser without delay. Should you have any questions about the Offer or how to accept the Offer please call the Company Secretary on +61 8 9482 0500.

(i) **Definitions**

Terms used in this Prospectus are defined in the Glossary in Section 13.

CHAIRMAN'S LETTER

Dear Investor,

On behalf of the directors of ClearVue Technologies Limited (**Company** or **ClearVue**), it gives me great pleasure to invite you to become a shareholder of the Company.

The Business

ClearVue operates in the Building Integrated Photovoltaic (**BIPV**) sector, which involves the integration of solar technology into building and agricultural industries, specifically glass and building surfaces, to produce renewable energy.

ClearVue's 'smart building material' patented technology comprises a glass lamination interlayer doped with inorganic micro and nano-particles. The micro and nano-particles draw a large portion of the ultraviolet (**UV**) and infrared (**IR**) rays from the sun and redirect those rays to solar cells embedded around the edge of the glass panels in the window frame. The rays are converted into energy, while allowing up to 70 per cent of visible light to pass through. The functions of this luminescent interlayer are supported by other advanced components used within the glazing structure, for example solar-control low-emissivity thin-film coating and transparent diffractive elements designed to internally deflect IR and UV light from within glass.

The majority of the current cost-effective BIPV solutions involve monocrystalline, polycrystalline or thin film Photo Voltaic (**PV**) cells and panels, which are still not completely transparent and obstruct views through the glass windows, optically distorting or otherwise coloured. In contrast, ClearVue aims to preserve glass transparency to maintain building aesthetics whilst operating at relatively high generation efficiency.

ClearVue's glazing solution has broad based applications for use in the building and construction and agricultural industries where there is a trend to increase and improve renewable energy generation capacity while reducing carbon emissions and reducing pollution from energy.

ClearVue's patented technology also has the potential to be adapted for use in smart phones, tablets and laptop displays and also to be integrated with IoT (internet of things) sensors and devices into the ClearVue window frames so that such devices can be used (amongst other things) to monitor window and building performance, provide security functionality such that the windows are powering the devices without the need for grid connection.

ClearVue's patented technology has been developed in conjunction with leading experts from Edith Cowan University (**ECU**) Electron Science Research Institute. Further details of the Company's relationship with ECU are provided at Sections 3.3, 10.1 and 10.2.

ClearVue has achieved a number of key milestones in recent years, including:

- In January 2018, the Company entered into a joint collaboration agreement with Nanyang Technology University (Singapore) and Singapore-HUJ Alliance for Research and Enterprise Ltd for research in respect of solar printing technology;
- In March 2017, in conjunction with Apex Greenhouses and Edith Cowan University, ClearVue was awarded a $1.6m grant from the Australian Federal Government to construct a 300 to 350m^2 greenhouse incorporating the Company's technology. The total project value is $5m. Preparatory work for the greenhouse has commenced and the project is expected to break ground in the first half of 2018;
- In 2017, ClearVue was a Semi-finalist in the WA Innovator of the Year Awards – Emerging Innovation Category;
- In December 2016, ClearVue commenced a bus shelter trial in conjunction with AdShel where ClearVue PV was used to power shelter and signage lighting; and

- In 2013, ClearVue was Winner of the Australian Research Centre (Australian Federal Government) Linkages Scheme.

ClearVue has identified a number of immediate growth and expansion opportunities following completion of the Offer. These include (i) establishing a commercial scale semi-automated manufacturing facility in China (ii) completing the development and construction of the fully funded 300-350m^2 greenhouse project in conjunction with Apex Greenhouses and ECU in Perth, Australia (iii) securing new pilot projects and installations (iv) targeting customers and distributors in select geographies including Australia, China, Singapore, Japan, Germany, North America and the United Arab Emirates and other Gulf states under a licensing model aimed at delivering royalties back to ClearVue and (v) undertaking continuous research and product development in respect of the Company's technology to continue to enhance electricity generation efficiency and product durability and to reduce product weight and cost.

The Team

ClearVue's management team has considerable experience in the BIPV sector. I have more than 40 years' experience owning and operating businesses involved in manufacturing, wholesaling and distribution in the pharmaceutical and food industries and am supported by a strong executive team comprising Mr Lyford, Executive Director, who has a strong intellectual property and technology licensing background and Mr Harmer, Technical Officer, who has most recently held several senior management roles with Schneider Electric.

Refer to Sections 2.4 and 3 for details of the proposed activities of the Company following completion of the Offer and to the Intellectual Property Report in Section 6 for further details of the Company's intellectual property. Also refer to Section C of Section 1 as well as Section 5 for details relating to some of the key risk factors that should be considered by prospective investors. There may also be risk factors in addition to these that should be considered in light of your personal circumstances.

This Prospectus is seeking to raise a minimum of $5,000,000 and a maximum of $6,000,000 via the issue of Shares at an issue price of $0.20 per Share under the Offer. The purpose of the Offer is to provide funds to implement the Company's business strategies (explained in Sections 2.5 and 3).

The Board have significant expertise and experience in the BIPV and technology sectors and will aim to ensure that funds raised through the Offer will be utilised in a cost-effective manner to advance the Company's business.

This Prospectus is issued for the purpose of supporting an application to list the Company on the ASX. This Prospectus contains detailed information about the Company, its business and the Offer, as well as the risks of investing in the Company, and I encourage you to read it carefully. The Shares offered by this Prospectus should be considered highly speculative.

I look forward to you joining us as a Shareholder and sharing in what we believe are exciting and prospective times ahead for the Company. Before you make your investment decision, I urge you to read this Prospectus in its entirety and seek professional advice if required.

Yours sincerely



Victor Rosenberg
EXECUTIVE CHAIRMAN

KEY OFFER INFORMATION

KEY DATES - Indicative timetable[1]

Lodgement of Prospectus with the ASIC	26 February 2018
Opening Date	6 March 2018
Closing Date	6 April 2018
Issue of Shares under the Offer	13 April 2018
Despatch of holding statements	18 April 2018
Expected date for quotation on ASX	25 April 2018

1. *The above dates are indicative only and may change without notice. The Exposure Period may be extended by the ASIC by not more than 7 days pursuant to section 727(3) of the Corporations Act. The Company reserves the right to extend the Closing Date or close the Offer early without prior notice. The Company also reserves the right not to proceed with the Offer at any time before the issue of Shares to Applicants.*

KEY OFFER DETAILS

	Minimum Subscription	**Full Oversubscriptions**
Current Shares on issue	65,495,524	65,495,524
Offer Price per Share	$0.20	$0.20
Shares to be issued under Offer	25,000,000	30,000,000
Shares to be issued to Corporate Adviser and Promoters[1]	4,524,776	4,774,776
Total number of Shares on issue following the Offer[2]	**95,020,300**	**100,270,300**
Current Options on Issue	54,458,024	54,458,024
Options to be issued to Lead Manager	2,500,000	2,500,000
Total number of Options on issue following the Offer	**56,958,024**	**56,958,024**
Total number of Performance Shares on issue following the Offer[3]	**13,000,000**	**13,000,000**
Gross Proceeds of the Offer	$5,000,000	$6,000,000

1. Pursuant to a Corporate Advisory Mandate, the Company has agreed to issue ICW Capital with such number of Shares which equals 5% of the total undiluted issued share capital of the Company upon the date the Company is admitted to the Official List of ASX for nil consideration. As set out above, 4,524,776 Shares will be issued assuming the Company raises the Minimum Subscription and 4,774,776 Shares will be issued assuming the Company raises full oversubscriptions. Irrespective of the actual amount raised under the Offer, ICW Capital has agreed that 500,000 of these Shares will be issued to Ventnor Capital Pty Ltd (a related body corporate of the Lead Manager) (or its nominees) with the balance of the Shares to be split

equally between ICW Capital (or its nominees) and non-related promoters of the Company. Refer to Section 10.10 for full details of the Corporate Advisory Mandate.

2. The Company has also agreed to issue a total of 1,312,500 Shares to its four Advisory Board Members over the course of 2018 as set out in Section 8.2.

3. Refer to Section 11.4 for the full terms and conditions of these Performance Shares.

4. The Company has also adopted two employee incentive share plans and may consider adopting further employee incentive plans after listing, under which additional securities may be issued to provide incentive to Directors and management for future performance.

1. INVESTMENT OVERVIEW

Item	Summary	Further information
A. Company		
Who is the issuer of this Prospectus?	ClearVue Technologies Limited (ACN 071 397 487) (**Company** or **ClearVue**).	Section 3
Who is the Company?	The Company is an Australian unlisted public company, incorporated on 13 November 1995. Since 2011, the Company has focused on development of specialty glass coatings including on its micro and nano-photonic particle doped glass interlayer for use with photo voltaic technologies to create its building integrated photo voltaic (**BIPV**) solutions. Based in Perth, the Company is a renewable energy company which seeks to play an important role in meeting the world's current and future energy requirements in a clean, safe and sustainable manner. The Company's core technology (ClearVue PV®) is at its simplest energy efficient, clear glass windows which generate electricity and reduce energy consumption. ClearVue believes that its glass technology has broad based applications across the agricultural and greenhouse sectors as well as the building and construction industries. ClearVue has worked closely with leading experts from the Electron Science Research Institute, Edith Cowan University (**ECU**) in Perth, Western Australia to develop the its technology.	Section 3
What are the Company's intellectual property rights?	The Company's technology is currently protected by 34 granted patents and 39 patent applications throughout the world. Refer to the Intellectual Property Report at Section 6 for further details.	Section 6
B. Business Model		
What is the Company's business model and how will it generate revenue?	ClearVue's business model has three main components: (a) the sale and supply of the Company's fabricated products direct to distributors and channel partners (revenues to be generated by direct sales); (b) the grant of licences to manufacture ClearVue glass or ClearVue glass	Sections 3.6 and 3.8

Item	Summary	Further information
	components to glass manufactures (revenues to be generated by license fees and royalties received from all glass or components sold); and (c) the grant of licences to fabricate or assemble and sell ClearVue glass products either directly or through the Company acting as wholesaler/retailer (revenues to be generated by license fees and royalties received by sales). The Company's target customers will primarily be from the glass manufacturing, glass framing and building and construction industries. The Company also intends to promote and sell its products within the agriculture and horticulture, commercial and residential, public amenities and consumer electronics markets.	
What is the Company's growth strategy?	The Company intends to execute the following growth strategy: (a) set up a commercial scale semi-automated manufacturing facility at its manufacturing contractor Qingdao Rocky Industry Co. Ltd.'s (**Rocky**) factory in Qingdao, China to achieve production economies of scale; (b) complete the development and construction of the 300-350m^2 greenhouse project in conjunction with Apex Greenhouses and ECU; (c) secure new pilot projects and installations; (d) target customers and distributors in select geographies including Australia, Singapore, Japan, Germany, North America and the UAE under a licensee or royalty model to commercialise the Company's technology; (e) undertake continuous research and product development to continue to enhance electricity generation efficiency and durability and to reduce product weight and cost in the Company's technology; and (f) explore further applications of the Company's technology. ClearVue intends to, where appropriate, establish local representative offices in key target markets in order to establish licencing	Section 3.7

Item	Summary	Further information
	arrangements with local manufacturers and distributors. This growth strategy is underpinned by ClearVue's commitment to ongoing technology and product development, which aims to maintain ClearVue's technical position in the BIPV space and continuously improve the performance of the Company's product. The Directors consider that the Offer will provide the Company with the capital to execute its commercialisation strategy. Investors should note that, given the Company has not generated revenue to date, and the fact that it is currently loss making, the ability to achieve its objectives is high risk.	
What stage of commercialisation is the Company's technology at?	ClearVue's technology is now reaching the commercialisation stage. Whilst the Company's research and development program is ongoing, the Company is finalising steps towards the commercial release of its initial core product being its first generation of energy efficient, energy generating clear glass windows. To enable commercialisation, the Company has taken steps to increase production efficiency and capacity with its contracted manufacturer Rocky in China. The final steps in preparing ClearVue's product for commercial release relate to product quality testing and safety testing and certification for sale and installation of the products into different markets. Upon listing, the Company will engage with at least two testing agencies and authorities in different global regions to progress this process which, at present, is expected to take approximately 12 months to complete.	Section 3.4
What are the key business objectives of the Company?	The Company's main objectives on completion of the Offer are to: (a) commercialise the Company's technology in accordance with the business model and growth strategy outlined above; (b) carry out the product quality and safety testing and certifications required to commence sale of the ClearVue products as soon as is possible;	Section 2.5 and 3

Item	Summary	Further information
	(c) continue further research and development of the Company's technology; (d) expand the Company's management, industrial design, engineering, technical support and administration teams; (e) make an additional investment in protecting the intellectual property rights of the Company's technology; (f) undertake a branding, marketing and sales campaign; (g) provide general working capital; (h) pay the expenses of the Offer; and (i) enable admission to the official list of the ASX (**Official List**) to provide the Company with improved access to capital markets.	
What are the key dependencies of the Company's business model?	The key dependencies of the Company's business model include: • the successful commercialisation of the Company's technology; • the ability to continually protect the Company's intellectual property rights in its technology; • retaining and recruiting key personnel skilled in the BIPV sector; • access to capital to further research and develop the Company's technology and execute its business model and growth strategy; and • sufficient worldwide demand for the Company's products.	
C. Key Advantages and Key Risks		
What are the key advantages of an investment in the Company?	The Directors are of the view that an investment in the Company provides the following non-exhaustive list of advantages: (a) ClearVue aims to preserve glass transparency to maintain building aesthetics whilst generating electricity; (b) ClearVue has developed a range of technologies; (c) the Company's technology is protected by 34 granted patents and	

Item	Summary	Further information
	39 patent applications throughout the world; (d) the Company intends to undertake further development efforts to improve and expand the range of licensed proprietary technologies; (e) in conjunction with Apex Greenhouses and ECU, ClearVue was awarded a $1.6m grant from the Australian Federal Government to construct a 300 to 350m^2 greenhouse incorporating the Company's technology; (f) the global flat glass market was estimated to have reached a size of US$93,000,000 in 2016 which is forecast to grow at a compound annual growth rate (**CAGR**) of 7.3%[1]; (g) ClearVue's glazing solution has broad based applications for use in the building and construction and agricultural industries (amongst others); (h) the Company has a highly credible and experienced team to progress commercialisation of the Company's technology; and (i) the Company is party to a joint collaboration with Nanyang Technology University and Singapore-HUJ Alliance for Research and Enterprise Ltd for research in respect of solar printing technology.	
What are the key risks of an investment in the Company?	Risks associated with an investment in the Company under this Prospectus are detailed in Section5. In addition to the risks detailed in Section 5, key risk factors include: (a) **Ability to earn Acceptable Returns from Projects / Sale of Products**: The Company has not generated revenues to date. Further, ClearVue's financial performance across the	Section 5

[1] Flat Glass Market by Technology Global Forecast to 2022, marketsandmarkets.com, October 2017: https://www.marketsandmarkets.com/Market-Reports/flat-glass-market-187897592.html

Item	Summary	Further information
	previous three financial periods includes losses of $192,264, $550,272 and $1,334,455 for the financial periods ending 30 June 2015, 30 June 2016 and 30 June 2017 respectively. Please refer to the financial information in Section 7 for further details. No assurance can be given that the Company will achieve commercial viability through the Company's technology or otherwise. Until the Company is able to realise substantial value from its technology, it is likely to incur ongoing operating losses. Achievement of the Company's objectives will depend on the Board's ability to successfully implement its development and growth strategy. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer. (b) **Sales Risk**: The Company's ability to sell products based on its technology still needs to be proven. (c) **Product quality risks:** The products and technology that will be supplied by the Company will be subject to quality assurance processes but nevertheless may not be functional, may be faulty, or not meet customers' expectations. This may lead to requirements for the Company to repair or improve its products after sale and/or installation, which may diminish operating margins or lead to losses. (d) **Research and Development and Technical Risk:** The Company's products will be the subject of continuous research and development and will likely need to be substantially developed further in order to enable the Company to remain competitive, increase sales and improve the products' scalability. There are no guarantees that the Company will be able to undertake	

Item	Summary	Further information
	such research and development successfully. (e) **Technology Risk:** The Company's market involves rapidly evolving products and technological change. To succeed, the Company will need to research, develop, design, manufacture, assemble, test, market and support (i) substantial enhancements to its existing products and (ii) new products, on a timely and cost-effective basis. The Company cannot guarantee that it will be able to engage in research and development at the requisite levels. (f) **Manufacturing and Supply Chain Risk:** The Company's products and component parts of its products are comprised of products and materials (such as glass and aluminium elements) available in the commercial market. The ability to source underlying products and materials to use in the manufacture of the Company's products may be impacted by any number of variables. Further the availability of licensees, subcontractors and suppliers to manufacture or create the final products to an acceptable quality may impact on the supply of products and the delivery of projects. (g) **Construction / Installation Risks and Issues:** Construction / installation issues may arise due to variables that impact on the ability of the Company (or its licensees) to manufacture and install its products into new buildings, retrofit into existing buildings, employ in greenhouses including issues that arise in relation to building design, electrical integration and interconnection, any necessary development approvals, the availability of materials, the availability of subcontractors, performance of subcontractors, fabrication of elements, accessibility to sites, weather or any other aspect relating to the design, procurement, management or construction of	

Item	Summary	Further information
	projects where the Company's products are to be deployed. (h) **Licensee Risk:** The Company's business model is reliant upon engaging licensees to manufacture and distribute its products. Whilst the Company will undertake all reasonable due diligence in its dealings with licensees and potential licensees and will endeavour to control licensees through license and other agreements, the Company may ultimately have limited control over the activities or actions of its licensees, whose activities or actions may, positively or negatively, affect the operating and financial performance of the Company's business. (i) **Ability to Source and Deliver Projects:** The ability of the Company to generate and grow revenues depends in part on its capacity to source and develop new projects. There is no guarantee that the Company will be able to secure projects in the future nor deliver them in a way that will provide acceptable returns to shareholders. (j) **Intellectual Property Rights:** A substantial part of the Company's commercial success will depend on its ability to maintain or, as the case may be, establish, and protect, its intellectual property, maintain trade secret protection and operate without infringing the proprietary rights of third parties. The Company currently has 34 granted patents and 39 patent applications throughout the world. There is a risk that each pending application will not be granted. Further, if and where a patent is granted, there can be no guarantee that such patent is valid or enforceable or that the patent will be granted in all countries in which applications have been filed. (k) **Reliance on key personnel**: The responsibility of overseeing the day-to-	

Item	Summary	Further information
	day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these employees cease their employment. Further, there can be no reassurance that ECU will undertake any further research in respect of the Company's technologies. (l) **Insurance Risk**: Investors should note that the Company currently has no insurance policies in place in respect of the products it intends to sell upon commercialisation. The Company intends to insure its operations, including in respect of product liability, in accordance with industry practice upon commencement of product sales. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company.	
D. Directors and Key Management Personnel		
Who are the Directors?	The Board consists of: (a) Victor Rosenberg – Executive Chairman; (b) Jamie Lyford – Executive Director; (c) Ivan Wu – Non-Executive Director; (d) Sean Rosenberg – Non-Executive Director; and (e) Stuart Carmichael – Non-Executive Director. The profiles of each of the Directors are set out in Section 3.11. The Company also has an advisory Board consisting of Kevin Okamoto, Kamal Alameh, Albert Abut and Folco Faber whose profiles are also set out in Section 3.11.	Section 3.11 and 8.1
What are the significant interests of Directors in the Company?	Each Director's and Advisory Board Member's interest in the Company is set out at Section 8.2.	Section 8.2

Item	Summary	Further information
What related party agreements are the Company a party to?	The Company has entered into the following related party transactions: • Executive Services Agreements with Victor Rosenberg and Jamie Lyford; • Non-Executive Letters of Appointment with Ivan Wu, Sean Rosenberg and Stuart Carmichael; • Deeds of Indemnity, Insurance and Access with the Directors on standard terms; • Loans with Victor Rosenberg, Jamie Lyford and Sean Rosenberg pursuant to the Company's loan funded share plan; • Corporate Advisory Mandate with ICW Capital, a business controlled by Ivan Wu; and • Lead Manager Mandate with Ventnor Securities Pty Ltd and company secretarial services mandate with Ventnor Capital Pty Ltd (a related body corporate of the Lead Manager), companies which are controlled by Stuart Carmichael.	Section 10
E. Financial Information		
How has the Company been performing?	The audited historical financial information of the Company (including its subsidiaries) as at 30 June 2015, 30 June 2016 and 30 June 2017 is set out in Section 7. The Company's financial performance across this period includes losses of $192,264, $550,272 and $1,334,455 for the financial periods ending 30 June 2015, 30 June 2016 and 30 June 2017 respectively. Please refer to the financial information in Section 7 for further details. Also contained in the financial information in Section 7 is the pro forma historical balance sheet for the 12 months ended 30 June 2017 and related notes.	Section 7
What is the financial outlook for the Company?	Given the current status of the Company and the speculative nature of its business, the Directors do not consider it appropriate to forecast future earnings. Any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection on a reasonable basis.	Section 7

Item	Summary	Further information
F. Offer		
What is being offered?	The Offer is an offer of a minimum of 25,000,000 Shares at an issue price of $0.20 per Share to raise $5,000,000 and a maximum of 30,000,000 Shares at an issue price of $0.20 per Share to raise up to $6,000,000 (before costs). The purpose of the Offer is to: (a) implement the business model and objectives of the Company as stated in Section B above; and (b) meet the requirements of the ASX and satisfy Chapters 1 and 2 of the ASX Listing Rules. The satisfaction of Chapters 1 and 2 of the ASX Listing Rules is sought for the purpose of seeking ASX's approval for the Company's admission to the Official List of ASX. The Board believes that on completion of the Offer, the Company will have sufficient working capital to achieve its objectives. Further, the Lead Manager may subscribe for a total of 2,500,000 Options subject to the terms of the Lead Manager Mandate summarised in Section 10.8. The Options offered under the Lead Manager Offer will be issued on the terms and conditions set out in Section 11.3 of this Prospectus. Lastly, ICW Capital (or its nominees) may subscribe for such number of Shares which equals 5% of the total undiluted issued share capital of the Company upon the date the Company is admitted to the Official List of ASX (excluding any such Shares to be issued to ICW Capital or its nominees) subject to the terms of the Corporate Advisory Mandate summarised in Section 10.10.	Section 2
Is the Offer underwritten?	No, the Offer is not underwritten.	
Who is the lead manager to the Offer?	The Company has appointed Ventnor Securities Pty Ltd (Corporate Authorised Representative (Authorised Representative Number: 000408858) of ACNS Capital Markets Pty Ltd (AFSL 279099) (**Lead Manager**) as lead manager to the Offer. The Lead Manager will receive the following fees in respect of the Offer: (a) a monthly corporate advisory fee of $3,000 until the Company is admitted to the Official List of ASX;	Sections 2.4 and 10.8

Item	Summary	Further information
	(b) a management fee of 2% and a selling fee of 5% of the total amount raised under the Offer; (c) 2,500,000 Options under the Lead Manager Offer on the terms and conditions set out in Section 11.3; and (d) a success fee of $40,000 upon the Company being admitted to the Official List of ASX. Further, ICW Capital has agreed that 500,000 of the Shares it is entitled to pursuant to its Corporate Advisory Mandate with the Company will be issued to Ventnor Capital Pty Ltd (a related body corporate of the Lead Manager) (or its nominees) in consideration of corporate advisory services provided to the Company.	
What will the Company's capital structure look like after completion of the Offer?	Refer to Section 3.14 for a pro forma capital structure following completion of the Offer.	Section 3.14
What are the terms of the Securities offered under the Offer?	A summary of the material rights and liabilities attaching to the Shares offered under the Offer is set out in Section 11.2.	Section 11.2
Will any Securities be subject to escrow?	Subject to the Company complying with Chapters 1 and 2 of the ASX Listing Rules and completing the Offer, certain Securities on issue may be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of Official Quotation. During the period in which these Securities are prohibited from being transferred, trading in Shares may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Shares in a timely manner.	Section 2.7
Will the Shares be quoted?	Application for quotation of all Shares to be issued under the Offer will be made to ASX no later than 7 days after the date of this Prospectus.	Section 2.7
What are the key dates of the Offer?	The key dates of the Offer are set out in the indicative timetable in the Key Offer Information Section of this Prospectus.	Key Offer Information Section

Item	Summary	Further information
What is the minimum investment size under the Offer?	Applications under the Offer must be for a minimum of $2,000 worth of Shares (10,000 Shares) and thereafter, in multiples of $500 worth of Shares (2,500 Shares).	Section 2.6
Are there any conditions to the Offer?	No, other than raising the Minimum Subscription and ASX approval for quotation of the Shares, the Offer is unconditional.	Sections 2.2, 2.6 and 2.7
G. Use of funds		
How will the proceeds of the Offer be used?	The Offer proceeds and the Company's existing cash reserves will be used for: (a) implementing the Company's business objectives as set out in Part B of this Section 1; (b) research and development in respect of the Company's technology; (c) product quality and safety testing and obtaining certifications for the ClearVue products; (d) paying for staff including for the Company's management, industrial design and engineering, marketing and sales, technical support and administration teams; (e) paying branding, marketing and sales costs; (f) prosecuting patents and registering additional patents to secure the Company's intellectual property rights to its technology; (g) trade mark prosecution and registering additional trade marks for the ClearVue brand and products; (h) repaying a loan drawn down by the Company; (i) expenses of the Offer; (j) administration costs; and (k) working capital, further details of which are set out in Section 2.5.	Section 2.5
Will the Company be adequately funded after completion of the Offer?	The Directors are satisfied that on completion of the Offer, the Company will have sufficient working capital to carry out its objectives as stated in this Prospectus.	Section 2.5

Item	Summary	Further information
H. Additional information		
Is there any brokerage, commission or duty payable by applicants?	No brokerage, commission or duty is payable by Applicants on the acquisition of Shares under the Offer.	
What are the tax implications of investing in Securities?	Holders of Shares may be subject to Australian tax on dividends and possibly capital gains tax on a future disposal of Shares subscribed for under this Prospectus. The tax consequences of any investment in Shares will depend upon an investor's particular circumstances. Applicants should obtain their own tax advice prior to deciding whether to subscribe for Shares offered under this Prospectus.	
What are the corporate governance principles and policies of the Company?	To the extent applicable, in light of the Company's size and nature, the Company has adopted *The Corporate Governance Principles and Recommendations (3rd Edition)* as published by ASX Corporate Governance Council (**Recommendations**). The Company's main corporate governance policies and practices and the Company's departures from the Recommendations as at the date of this Prospectus are outlined in Section 9. In addition, the Company's full Corporate Governance Plan is available from the Company's website (www.clearvuepv.com).	
Where can I find more information?	(a) By speaking to your sharebroker, solicitor, accountant or other independent professional adviser; (b) By contacting the Company Secretary, on +61 8 9482 0500; or (c) By contacting the Share Registry on 1300 55 66 35 (within Australia) or +61 3 9909 9909 (outside Australia).	

This section is a summary only and not intended to provide full information for investors intending to apply for Shares offered pursuant to this Prospectus. This Prospectus should be read and considered in its entirety.

2. DETAILS OF THE OFFER

2.1 The Offer

Pursuant to this Prospectus, the Company invites applications for 25,000,000 Shares at an issue price of $0.20 per Share to raise $5,000,000 (**Offer**). Oversubscriptions of up to a further 5,000,000 Shares at an issue price of $0.20 per Share to raise up to a further $1,000,000 may be accepted. As such, the maximum amount that can be raised under the Offer is $6,000,000.

Further, the Lead Manager may subscribe for up to 2,500,000 Options subject to the terms of the Lead Manager Mandate summarised in Section 10.8. Also, ICW Capital (or its nominees) may subscribe for such number of Shares which equals 5% of the total undiluted issued share capital of the Company upon the date the Company is admitted to the Official List of ASX subject to the terms of the Corporate Advisory Mandate summarised in Section 10.10.

The Shares offered under this Prospectus will rank equally with the existing Shares on issue. The Options offered under the Lead Manager Offer will be issued on the terms and conditions set out in Section 11.3.

2.2 Cleansing Offer

This Prospectus also includes an offer of one Share, which shall remain open (unless closed earlier at the discretion of the Directors) for a period of 1 month from the date the Company is admitted to the Official List of ASX (**Cleansing Offer**). The purpose of the Cleansing Offer is to remove the need for an additional disclosure document to be issued upon the sale of any Shares that may be issued by the Company between the date of this Prospectus and the date that is 1 month after the date the Company is admitted to the Official List of ASX.

2.3 Minimum subscription

The minimum amount which must be raised under this Prospectus is $5,000,000 (**Minimum Subscription**). If the Minimum Subscription has not been raised within 4 months after the date of this Prospectus, the Company will not issue any Shares and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest.

2.4 Lead Manager and Corporate Adviser

The Company has appointed Ventnor Securities Pty Ltd (**Lead Manager**) as lead manager to the Offer. The Lead Manager is controlled by Stuart Carmichael, a Director. The Lead Manager will receive a monthly corporate advisory fee of $3,000 until the Company is admitted to the Official List of ASX, a management fee of 2% and a selling fee of 5% of the total amount raised under the Offer, 2,500,000 Options under the Lead Manager Offer on the terms and conditions set out in Section 11.3 and a success fee of $40,000 upon the Company being admitted to the Official List of ASX.

The Company has also appointed ICW Capital as its Corporate Adviser in respect of the Offer. ICW Capital is controlled by Ivan Wu, a Director. ICW Capital receives a monthly fee of $12,000 and will be issued with such amount of Shares which equals 5% of the total undiluted issued share capital of the Company upon the date the Company is admitted to the Official List of ASX for nil consideration under the Corporate Advisor Offer. ICW Capital has agreed that 500,000 of these Shares will be issued to Ventnor Capital Pty Ltd, a related body corporate of the Lead Manager (or its nominees) and a company controlled by Stuart Carmichael,

Director, in consideration of corporate advisory services provided to the Company with the balance of the Shares to be shared equally between ICW Capital (or its nominees) and non-related party promoters of the Company. Refer to Section 10.10 for full details of the Corporate Advisory Mandate.

2.5 Use of Funds

The Company intends to apply funds raised from the Offer, together with existing cash reserves, over the first two years following admission of the Company to the Official List of ASX as follows:

Funds available	**Assuming Minimum Subscription ($5,000,000)**	**Percentage of funds (%)**	**Assuming full oversubscriptions ($6,000,000)**	**Percentage of funds (%)**
Existing cash reserves	606,592	10.8	606,592	9.2
Funds raised from the Offer	5,000,000	89.2	6,000,000	90.8
Total	**5,606,592**	**100**	**6,606,592**	**100**
Allocation of Funds				
Research & development in respect of the Company's technology	2,100,000	37.5	2,600,000	39.4
Staffing (including management, industrial design, engineering, technical support and administration)	1,350,000	24.1	1,550,000	23.5
Branding, marketing & sales	650,000	11.6	750,000	11.4
Expenses of the Offer[1]	525,000	9.4	596,000	9
IP – Patents and Trade Marks protection	460,000	8.2	580,000	8.8
Repayment of capital and interest on short term loan	215,000	3.8	215,000	3.3
Working capital	306,592	5.5	315,592	4.8
Total	**5,606,592**	**100**	**6,606,592**	**100**

Notes:

1. Refer to Section 11.10 for further details.

As noted above, the Company intends to use approximately $2,100,000 of the capital raised under the Offer (assuming Minimum Subscription), or approximately $2,600,000 (assuming full oversubscriptions), toward further research and development of the Company's technology. Specifically, the Company intends to put such funds towards its grating technology (a technology aimed at increasing efficiency) and its PV grating/mask technology (another technology aimed at increasing efficiency), building test sites for the testing of the Company's technology in various forms and structures and completing the certification process for the Company's products.

The Company intends to use approximately $1,350,000 of the capital raised under the Offer (assuming Minimum Subscription), or approximately $1,550,000 (assuming full oversubscription), to expand its management, industrial, design, engineering, technical support and administration teams. Specifically, the Company intends to put such funds towards building a sales team in Europe and the USA, designing a product range and funding the development and commercialisation of the Company's technology.

The Company also intends to use approximately $650,000 of the capital raised under the Offer (assuming Minimum Subscription), or approximately $750,000 (assuming full oversubscription), toward branding, marketing and sales and specifically towards public relations expenses, advertising and trade shows.

It is anticipated that the funds raised under the Offer will enable 2 years of full operations (if the Minimum Subscription is raised). It should be noted that the Company may not be fully self-funding through its own operational cash flow at the end of this period. Accordingly, the Company may require additional capital beyond this point, which will likely involve the use of additional debt or equity funding. It should also be noted that the Company's budgets will be subject to modification on an ongoing basis depending on the results obtained from the Company's initial operations following listing on ASX. This will involve an ongoing assessment of the Company's activities.

In the event the Company raises more than the Minimum Subscription of $5,000,000, the additional funds raised will be first applied towards increased expenses of the Offer, then towards staff expansion, marketing and sales, then toward branding and brand protection, then toward research and development of the Company's technology, then toward IP protection and then to general working capital. On completion of the Offer, the Board believes the Company will have sufficient working capital to achieve these objectives.

The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis. The use of further debt or equity funding will be considered by the Board where it is appropriate to expand sales, research and development and operations efforts, accelerate product development or capitalise on further opportunities.

The Directors consider that following completion of the Offer, the Company will have sufficient working capital to carry out its stated objectives. It should however be noted that an investment in the Company is speculative and investors are encouraged to read the risk factors outlined in Section5.

2.6 Applications

Applications for Shares under the Offer must be made using the Application Form or through the BPAY® payment facilities described on the Application Form. If you wish to make your payment by BPAY®, please refer to the instructions on the Application Form. BPAY® payments must be received by no later than 5:00pm (WST) on the Closing Date.

Applications for Shares must be for a minimum of 10,000 Shares and thereafter in multiples of 2,500 Shares and payment for the Shares must be made in full at the issue price of $0.20 per Share.

A personalised Application Form in relation to the Lead Manager Offer and the Corporate Adviser Offer will be issued to the Lead Manager and ICW Capital respectively, together with a copy of this Prospectus. Only the Lead Manager (or its nominees) may apply for Options under the Lead Manager Offer and only ICW Capital (or its nominees) may apply for Shares under the Corporate Adviser Offer.

If you apply using a paper Application Form, you cannot pay for Shares using BPAY®. Instead, you must pay by cheque. Completed Application Forms and accompanying cheques, made payable to "**Registry Direct Pty Limited Applications**" and crossed "**Not Negotiable**", must be mailed or delivered to the address set out on the Application Form by no later than 5:00pm (WST) on the Closing Date.

The Company reserves the right to close the Offer early.

2.7 ASX listing

Application for Official Quotation by ASX of the Shares offered pursuant to this Prospectus will be made within 7 days after the date of this Prospectus. The Company will not initially seek ASX listing for the Options offered under the Lead Manager Offer or the Options currently on issue in the Company.

If the Shares are not admitted to Official Quotation by ASX before the expiration of 3 months after the date of issue of this Prospectus, or such period as varied by the ASIC, the Company will not issue any Shares and will repay all application monies for the Shares within the time prescribed under the Corporations Act, without interest.

The fact that ASX may grant Official Quotation to the Shares is not to be taken in any way as an indication of the merits of the Company or the Shares now offered for subscription.

2.8 Issue

Subject to the Minimum Subscription to the Offer being reached and ASX granting conditional approval for the Company to be admitted to the Official List, issue of Shares offered by this Prospectus will take place as soon as practicable after the Closing Date.

Pending the issue of the Shares or payment of refunds pursuant to this Prospectus, all application monies will be held by the Company in trust for the Applicants in a separate bank account as required by the Corporations Act. The Company, however, will be entitled to retain all interest that accrues on the bank account and each Applicant waives the right to claim interest.

The Directors will determine the recipients of the issued Shares in their sole discretion. There is no guaranteed allocation of Shares under the Offer. The Directors reserve the right to reject any application or to allocate any applicant fewer Shares than the number applied for. Where the number of Shares issued is less than the number applied for, or where no issue is made, surplus application monies will be refunded without any interest to the Applicant as soon as practicable after the Closing Date.

The Company's decision on the number of Shares to be allocated to an Applicant will be final.

Holding statements for Shares issued to the issuer sponsored subregister and confirmation of issue for Clearing House Electronic Subregister System (**CHESS**) holders will be mailed to Applicants being issued Shares pursuant to the Offer as soon as practicable after their issue.

2.9 Applicants outside Australia

This Prospectus does not, and is not intended to, constitute an offer in any place or jurisdiction, or to any person to whom, it would not be lawful to make such an offer or to issue this Prospectus. The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and persons who come into possession of this Prospectus should seek advice on and observe any of these restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

No action has been taken to register or qualify the Shares or otherwise permit a public offering of the Shares the subject of this Prospectus in any jurisdiction outside Australia. Applicants who are resident in countries other than Australia should consult their professional advisers as to whether any governmental or other consents are required or whether any other formalities need to be considered and followed.

If you are outside Australia it is your responsibility to obtain all necessary approvals for the issue of the Shares pursuant to this Prospectus. The return of a completed Application Form will be taken by the Company to constitute a representation and warranty by you that all relevant approvals have been obtained.

2.9.1 Singapore

This Prospectus and any other materials relating to the Shares have not been, and will not be, lodged or registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this Prospectus and any other document or materials in connection with the offer or sale, or invitation for subscription or purchase, of Shares, may not be issued, circulated or distributed, nor may the Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except pursuant to and in accordance with exemptions in Subdivision (4) Division 1, Part XIII of the Securities and Futures Act, Chapter 289 of Singapore (the **SFA**), or as otherwise pursuant to, and in accordance with the conditions of any other applicable provisions of the SFA.

The following applies to persons in Singapore. This Prospectus has been given to you on the basis that you are (i) an existing holder of the Company's shares, (ii) an "institutional investor" (as defined in the SFA) or (iii) a "relevant person" (as defined in section 275(2) of the SFA). In the event that you are not an investor falling within any of the categories set out above, please return this Prospectus immediately. You may not forward or circulate this Prospectus to any other person in Singapore.

Any offer is not made to you with a view to the Shares being subsequently offered for sale to any other party. There are on-sale restrictions in Singapore that may be applicable to investors who acquire Securities. As such, investors are advised to acquaint themselves with the SFA provisions relating to resale restrictions in Singapore and comply accordingly.

2.9.2 United Arab Emirates

Neither this document nor the Shares have been approved, disapproved or passed on in any way by the Central Bank of the United Arab Emirates, the Emirates Securities and Commodities Authority or any other governmental authority in the United Arab Emirates, nor has the Company received authorisation or licensing from the Central Bank of the United Arab Emirates, the Emirates Securities and Commodities Authority or any other governmental authority in the United Arab Emirates to market or sell the Shares within the United Arab Emirates. No marketing of any financial products or services may be made from within the United Arab Emirates and no subscription to any financial products or services may be consummated within the United Arab Emirates. This document does not constitute and may not be used for the purpose of an offer or invitation. No services relating to the Shares, including the receipt of applications and/or the allotment or redemption of Shares, may be rendered within the United Arab Emirates by the Company. No offer or invitation to subscribe for Shares is valid in, or permitted from any person in, the Dubai International Financial Centre.

2.9.3 European Economic Area

In relation to each member state of the European Economic Area which has implemented Directive 2003/71/EC on the prospectus to be published when securities are offered to the public or admitted to trading, as amended (**Prospectus Directive**) (each, a **Relevant Member State**) no Shares have been offered or will be offered to the public in that Relevant Member State except that an offer may be made to the public in a Relevant Member State under one of the following exemptions in the Prospectus Directive, if they are implemented in that Relevant Member State:

(a) to any legal entity which is a qualified investor as defined under the Prospectus Directive;

(b) to fewer than 150 natural or legal persons in each Relevant Member State (other than qualified investors as defined in the Prospectus Directive);

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive; or

(d) in circumstances where the total consideration for any and all offers of the Shares in the European Economic Area is less than €5,000,000 calculated over a period of 12 months,

provided that no such offer of Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3 of the Prospectus Directive or any measure implementing the Prospectus Directive in a Relevant Member State.

For the purposes of this provision, the expression an "offer to the public" in relation to any Shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the Offer and any Shares to be offered so as to enable an investor to decide to purchase any Shares, as the same may be varied in that Member State by any measure implementing the Prospectus Directive.

In the case of any Shares being offered to a financial intermediary as that term is used in Article 3(2) of the Prospectus Directive, such financial intermediary will also be deemed to have represented, acknowledged and agreed that the Shares acquired by it in the Offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any Shares to the public other than their offer or resale in a Relevant Member State to qualified investors as so defined. The Company, its advisers and their respective affiliates, and others will rely upon the truth and accuracy of the foregoing representation, acknowledgement and agreement.

2.10 Clearing House Electronic Sub-Register System (CHESS) and Issuer Sponsorship

The Company will apply to participate in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will be issuer sponsored by the Company.

Electronic sub-registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with statements (similar to a bank account statement) that set out the number of Shares issued to them under this Prospectus. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Electronic sub-registers also mean ownership of securities can be transferred without having to rely upon paper documentation. Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

2.11 Commissions payable

The Company reserves the right to pay a commission of up to 7% (exclusive of GST) of amounts subscribed through any licensed securities dealers or Australian financial services licensee in respect of any valid applications lodged and accepted by the Company and bearing the stamp of the licensed securities dealer or Australian financial services licensee. Payments will be subject to the receipt of a proper tax invoice from the licensed securities dealer or Australian financial services licensee. The Lead Manager will be responsible for paying all commissions that they and the Company agree with any other licensed securities dealers or Australian financial services licensee out of the fees paid by the Company to the Lead Manager under the Lead Manager Mandate.

2.12 Taxation

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor.

It is not possible to provide a comprehensive summary of the possible taxation positions of all potential applicants. As such, all potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisors accept no liability and responsibility with respect to the taxation consequences of subscribing for Shares under this Prospectus.

No brokerage, commission or duty is payable by Applicants on the acquisition of Shares under the Offer.

2.13 Withdrawal of Offer

The Offer may be withdrawn at any time. In this event, the Company will return all application monies (without interest) in accordance with applicable laws.

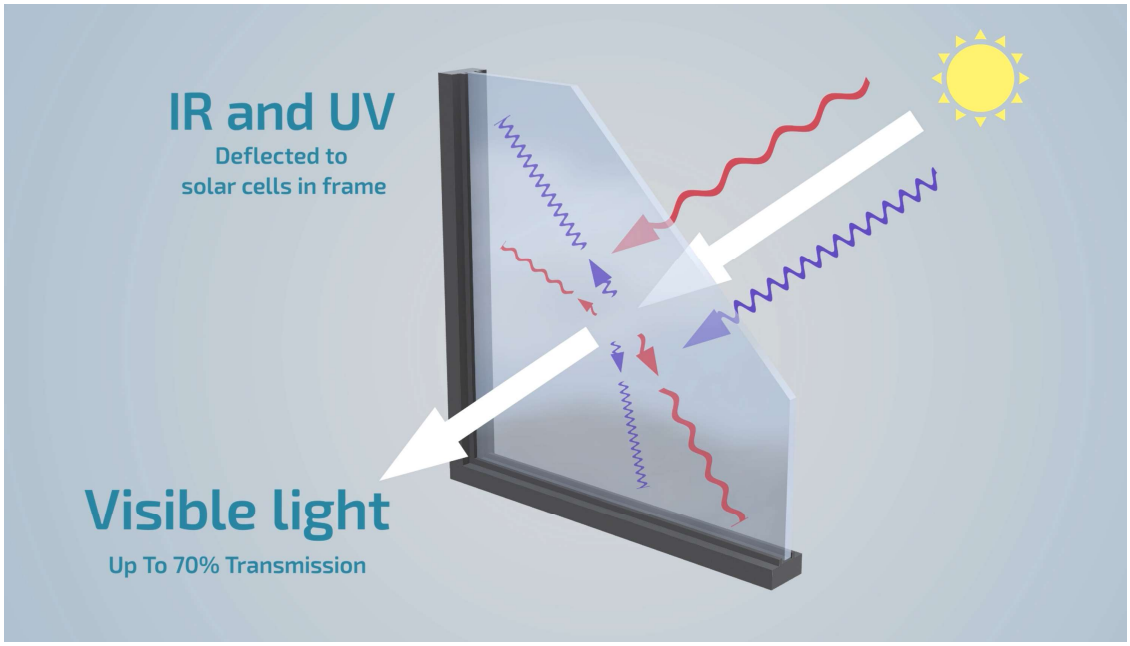
3. COMPANY AND TECHNOLOGY OVERVIEW

3.1 Background

ClearVue has developed, what the Board believes, is an industry leading clear, energy harvesting window technology and advanced glass and glazing system.

ClearVue's technology comprises a glass lamination interlayer doped with inorganic micro and nano-particles. The micro and nano particles draw a large portion of the ultraviolet (**UV**) and infrared (**IR**) rays from the sun, and redirect those rays towards solar cells embedded around the edge of the glass panels in the window frame. The rays are converted into energy, while allowing up to 70 per cent of visible light wavelengths to pass through the glass. The functions of this luminescent interlayer are supported by other advanced components used within the glazing structure, for example solar-control low-emissivity thin-film coating and transparent diffractive elements designed to internally deflect IR and UV light within the glass.

ClearVue's glass technology has broad based application across the agricultural and greenhouse sectors and the building and construction industries where ClearVue's photovoltaic window product is considered an alternative, 'Smart' Building Material.



Picture: Conceptual design using ClearVue glass in residential construction

The Company can produce a 'building ready' sized panel of glass that can produce up to 30 watts peak of electricity per square metre. In addition to the power the panel generates, the glazing of the panel provides shielding from solar radiation and provides insulation within a building which can potentially achieve savings in energy costs from heating, cooling, and lighting. Energy generation and insulation data is based on lab data and 'real world' demonstration model results.

ClearVue's product is protected by a number of patents worldwide and has been developed in conjunction with Edith Cowan University (**ECU**). Further details of the Company's relationship with ECU are provided at Section 3.3.

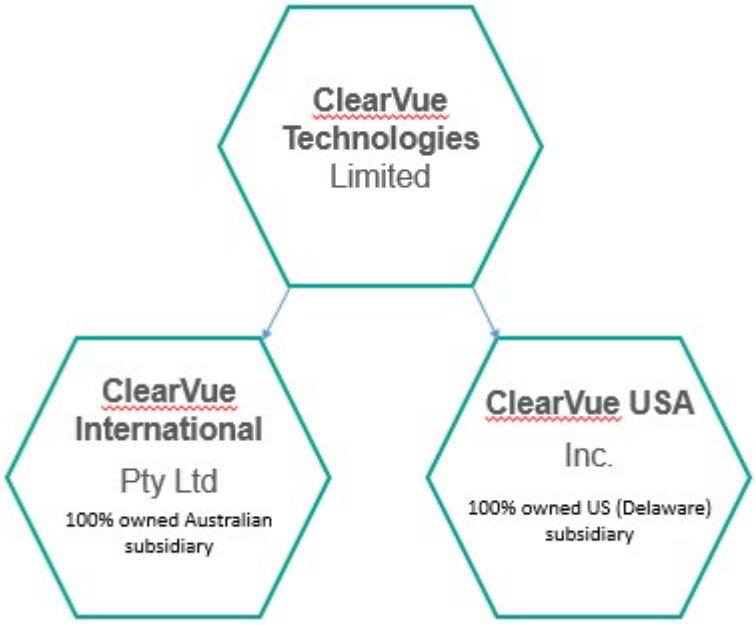
3.2 History and Group Structure

ClearVue was incorporated in 1995 as Tropiglas Pty Ltd and later converted to an unlisted public company, Tropiglas Technologies Limited. ClearVue is headquartered in Perth, Western Australia. The Company was initially formed with a view to developing an infrared (**IR**) blocking method for glass - designed to absorb and reflect heat from windows - hence the original company names including the word 'Tropiglas'. The Company developed this technology and attempted to commercialise it. However, the product was only ever able to reach 59% visible light transmission with a degree of haze.

In 2005, the Company entered a hiatus until late 2010 when the founder Victor Rosenberg had a realisation that the Company's research could be re-used and re-purposed to create a more advanced product to produce a "solar concentrator" to focus IR for collection and power generation at the edges of windows at the same time as increasing visible light transmission. ECU undertook a new research program which instead focused on using inorganic nano and micro particles integrated into the lamination interlayer of the glass in combination with an external spectrally selective coating. Initial research on this commenced in March 2011 and a proof of concept was created in a matter of months - at this stage the Company was in effect reborn.

The Company was later renamed ClearVue Technologies Limited with the product named **ClearVue PV®** to better reflect the new direction of a business that intended to sell clear, power generating windows as a complete package (rather than just an IR blocking method which the Company originally intended).

The current group structure of ClearVue is set out below.



ClearVue USA Inc is a wholly owned subsidiary of ClearVue and was formed to provide a corporate vehicle and prepare for entry into the US market by the Company. ClearVue USA Inc was incorporated in the State of Delaware on 21 April 2015 and is currently dormant.

ClearVue International Pty Ltd (ACN 163 853 343) is a wholly owned subsidiary of ClearVue Technologies Limited and was originally set up as a corporate vehicle for the purposes of offshore licensing as a licensing entity. The company was incorporated on 20 May 2013 and is currently dormant.

3.3 Technology Overview

Company founder, Mr Victor Rosenberg, organised the commencement of technology research in 2011 under a collaborative research agreement with ECU. Research and development was undertaken at the ECU campus in Joondalup, Western Australia, headed by leading photonics and solar energy expert, Professor Kamal Alameh, Director of Electron Science Research Institute (**ESRI**).

Since 2011, the Company has been a party to eight collaborative research agreements with ECU. The Company owns 100% of all intellectual property in the technology developed with ECU. Pursuant to the collaborative research agreements, the Company agreed to pay ECU a royalty of 8% of the Net Income it receives in relation to the sale or licensing of rights associated with all of the technology developed under the agreements. ClearVue has also granted ECU a non-exclusive licence to use, reproduce and communicate all intellectual property resulting from the various research projects for the purposes of education.

Advancement in materials science, including in nano and micro technologies, allowed researchers at ECU to create the energy-harvesting clear glass concept which is the basis for the ClearVue products and technology.

A combination of special component materials and the overall design of ClearVue's glazing system prevents heat and unwanted solar radiation (comprised of ultra violet (**UV**) radiation and Infrared light (**IR**)) from passing through a glass pane, and routes it to the edge of the glass for conversion to electricity whilst allowing up to 70% of the natural (visible) light to pass through unaltered.

The IR light is diffused by micro and nano-particles and is effectively bent (deflected, reflected, and spread internally), so that it is routed towards the edges of the window. The Company's technology creates a condition inside the glass using the effects of geometry, nano-structured media, embedded material sequence and special coatings that favour the trapping of IR light energy inside this structure. The IR energy is routed to the edge of the window pane, where it is collected by photo-voltaic cells built around the glass edges inside the window frame and converted into electricity.

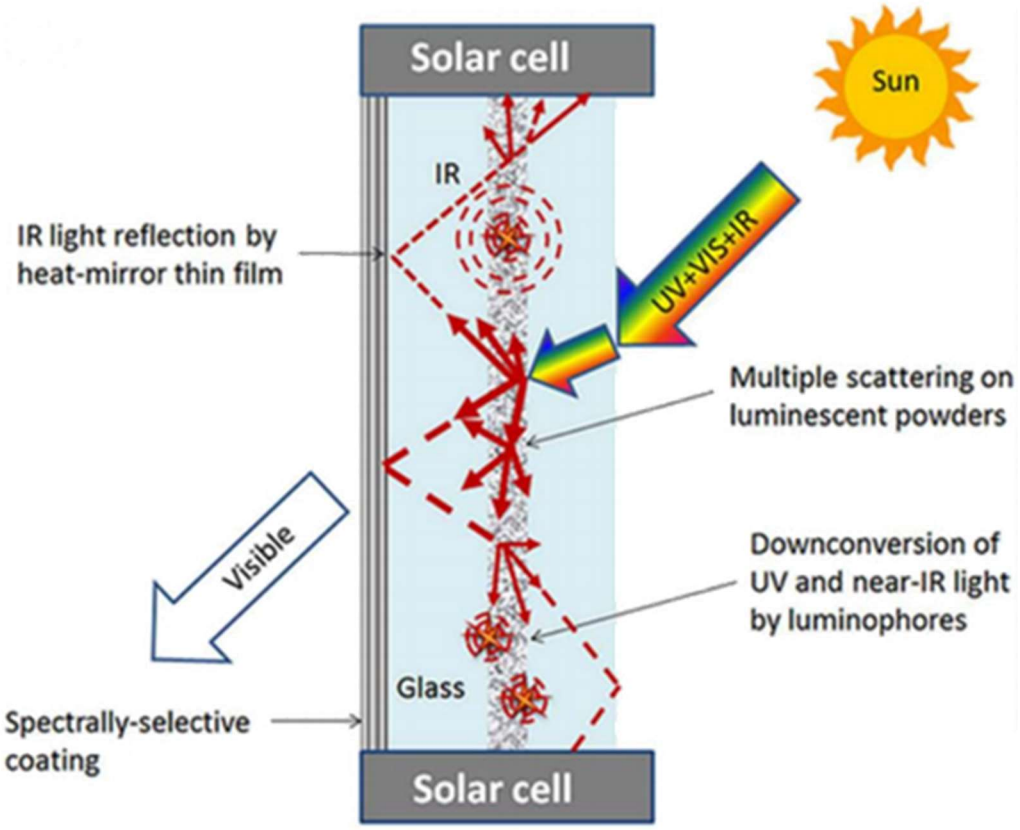


***Figure1*:**

1. *Visible light (**VIS**) passes through the glass*
2. *Micro & Nano particles interact with ultraviolet (**UV**) radiation which is converted to longer wavelengths and scattered along with infrared (**IR**) light to the edges of the glass*
3. *Insulation properties reduce heating and cooling costs*
4. *IR is collected by Photo Voltaic cells which produce electricity*
5. *The combination of special materials allows ClearVue to prevent heat and unwanted solar radiation (UV or Infrared) from entering and re-directs it to the edge of the glass for controlled distribution whilst allowing the natural light to pass through unaltered. [2] (see Direct Transmission spectrum in the below **Figure 2**).*

In addition to the electricity the panel generates, the glazing of the panel also helps retain heat inside buildings, thus potentially reducing heating-related energy consumption in colder climates. In warm climates (or during hot seasons), significant air-conditioning savings are anticipated due to superior thermal insulation and solar radiation control properties of windows.

The need for additional lighting appliances used within buildings during daytime is also potentially reduced, due to superior daylight transmission of ClearVue windows. Savings potential in respect of the energy used for heating and lighting is foreseen.

ClearVue's solar windows block more than 90% of the UV and IR waves' energy from entering into a building. The transmission spectrum graph (shown in Figure 2 below) shows that the visible light (in the 400-700nm range) passes through the ClearVue glass whilst the UV (in the 300-400nm range) and the IR (in the 700+nm range) are blocked (reflected) or converted.

[2] Source: R. Alghamedi, M. Vasiliev, M. Nur-E-Alam and K. Alameh, "Spectrally-selective all-inorganic scattering luminophores for solar energy-harvesting clear glass," Scientific Reports, vol. 4, no. 6632, pp. 1 - 9, 2014

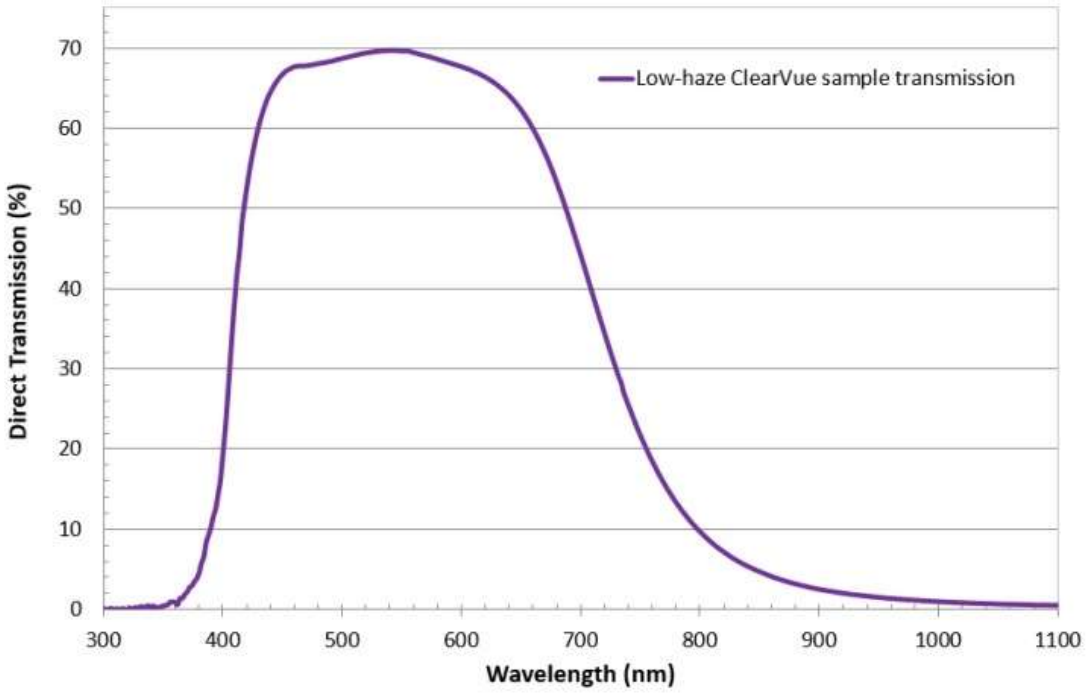
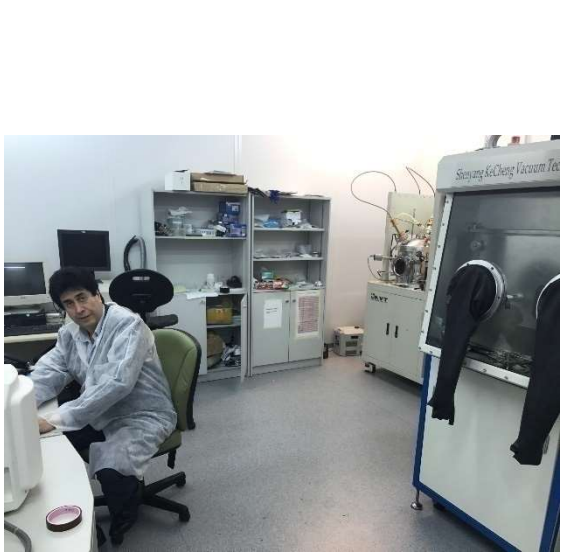


Figure 2: Measured electromagnetic spectrum results of ClearVue solar panel[3]

The Company has produced electricity generating glass window panes up to dimensions of 1x1 metres that produce up to 30 Watts (at peak) of electric power output in weather conditions commonly experienced in Perth, Western Australia (assuming solar irradiation levels of 1,000 Watts per square metre and a nominal ambient temperature of 25 degrees Celsius with a tolerance of +/- 5%) based on independent testing.

ClearVue has produced demonstration models of its glass panels with a range of dimensions[3]. These models were constructed by ECU researchers and are the property of the Company.





Picture of founder Mr Victor Rosenberg and ECU Professor Kamal Alameh with a ClearVue glass panel with a size of 1.2 metres x 0.6 metres.

[3]. Source: M. Vasiliev, R. Alghamedi, M. Nur-E-Alam and K. Alameh, "Photonic microstructures for energy-generating clear glass and net-zero energy buildings" Scientific Reports, vol. 6, no. 31831, 2016.

3.4 Technology Status & Development

The Board believe that ClearVue's technology is now reaching the commercialisation stage. Whilst the Company's research and development program is ongoing, the Company is finalising steps towards commercial release of its initial core product being its first generation of energy efficient, energy generating clear glass windows. To enable commercialisation, the Company has taken steps to increase production efficiency and capacity with its contract manufacturer Rocky in China. The final steps in preparing ClearVue's products for commercial release relate to product quality testing and safety testing and certification for sale and installation of the products into different markets. Upon listing, the Company will engage with at least two testing agencies/authorities in different global regions to progress this process.

Notwithstanding the intended commercial release of its product, the Company intends to undertake continuous research and development and incorporate the latest industry developments and technology to ensure the ClearVue product remains a market leading product.

The Company has set the following short to long term research and development goals:-

- ongoing improvement in electrical generation efficiency of the ClearVue PV® glass through the following measures:-
    - Incorporate higher efficiency solar PV modules as they become available;
    - Integrate microstructures to direct more light to the edges of the glass panels where it is collected and used to generate electricity; and
    - Incorporate externally-developed technologies as they become available to increase efficiency, reduce panel weight and improve product durability.
- Adaptation of the Company's technology for use in smart phones, tablets and laptop displays; and
- Integration of IoT (internet of things) sensors and devices into the ClearVue window frames so that such devices can be used (amongst other things) to monitor window and building performance, provide security functionality such that the windows are powering the devices without the need for grid connection.

3.5 Key milestones of ClearVue

The Company has achieved a number of significant milestones since the commencement of research and development. A summary of developments achieved are set out below:-

- The signing of a collaboration agreement with Nanyang Technology University (Singapore) and Singapore HUJ Alliance for Research and Enterprise Ltd research in respect of solar printing technology.
- The signing of a manufacturing agreement with Chinese glass manufacturer, Rocky. Further details of the manufacturing arrangement

are provided at Section 3.9. A summary of the manufacturing agreement is provided at Section 10.5.

- In March 2017, ClearVue, in conjunction with Apex Greenhouses and ECU, was awarded a $1.6m grant from the Australian Federal Government to construct a 300 to 350m^2 greenhouse. The total project value is $5m and whilst preparatory work has commenced, the project expects to break ground in the first half of 2018. A summary of the participants agreement between the Company, ECU and Apex Greenhouses is provided in Section 10.2 and a summary of the funding agreement between the Commonwealth of Australia and the Company is provided at Section 10.3. This project is intended to serve as a key demonstration and reference project for the Company within the agriculture and greenhouse target market. The Company has appointed a professional consultant project manager to deliver on this project.

- In June 2017, the Company formed an advisory board comprised of leading experts in the solar technology and building and construction industries. This advisory board has been established to provide valuable strategic advice, along with industry insights and contacts to the Company during its intended commercialisation and growth phase. Details and qualifications of the advisory board members are provided at Section 8.1.

- From May to September 2017, the Company completed a seed capital raising of $1,246,000 to fund the costs of the Offer including preparation of this Prospectus and to provide for ongoing working capital.

  A summary of milestones achieved by the Company since 2011 is set out below.

Year			
2017	Semi-finalist WA Innovator of the Year Awards – Emerging Innovation Category	March 2017 - Channel 9 and ABC (Channel 2) presentations broadcast nationally introducing the Company's technology.	Greenhouse structure design and ClearVue glass curtain wall design commenced at Rocky (China) in March 2017. Significant improvements made to electrical design including introduction of flexible PCB design.
2016	Second publication in Nature - Scientific Reports in July 2016- M. Vasiliev, R. Alghamedi, , M. Nur-E-Alam and K. Alameh, "Photonic microstructures for energy-generating clear glass and net-zero energy buildings" Scientific Reports, vol. 6, no. 31831, 2016.	Installation of 6 ClearVue panels into an ADSHEL Bus Shelter in Port Melbourne	Industrial developments at Rocky including adoption of hard modularised PCB module technology.
2014	Publication in global science magazine	Invited to present at TEDx event in Melbourne	Production of 1.0m x 1.0m glass pane that produces

	R. Alghamedi, M. Vasiliev, M. Nur-E-Alam and K. Alameh, "Spectrally-selective all-inorganic scattering luminophores for solar energy-harvesting clear glass," Scientific Reports, vol. 4, no. 6632, pp. 1 - 9, 2014		up to 30W/m2 of peak power. First large-scale prototypes factory manufactured.
2013	Winner of ARC Linkages Scheme	Australasian Science publication	Production of first 50cm x 50cm solar glass window samples.
2012	GE Ecomagination finalist	Clean Tech Open finalist	Production of 20cm x 20cm glass pane that produced up to 30W/m2 of power.

3.6 ClearVue's Target Markets

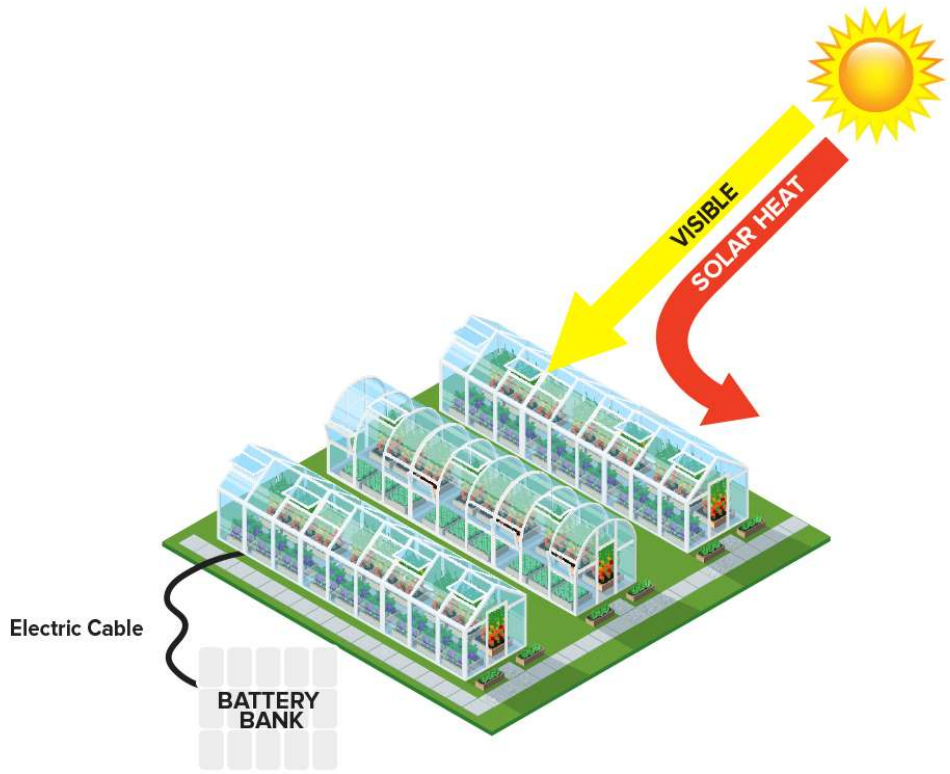
ClearVue intends to promote and sell its product within the following markets:-

(a) **Agriculture & Horticulture:**

The Directors believe ClearVue's technology can add significant value to, and assist, the rapidly growing global greenhouse industry. The Board believes that ClearVue's technology can help solve the problem of limited heat insulation within traditional glass greenhouses that require constant temperature regulation and climate control, which can be energy intensive and expensive. ClearVue intends to address this insulation problem in two ways:-

(i) ClearVue's patented spectrally selective thin film coating provides superior insulation compared to traditional glass, which protects the greenhouse environment in hot or cold weather. The level of insulation provided relative to standard glass depends on a wide range of factors and is to be explored and determined during the Greenhouse project referred to earlier; and

(ii) the electricity generated from ClearVue's panels (using a patented micro-nano-particle-doped interlayer) can supply a large portion of the power required by the greenhouse, the exact size of which is to be explored and determined during the Greenhouse project referred to earlier.



Architect's drawings of a proposed ClearVue greenhouse

Therefore, the Board believes that ClearVue's technology can potentially provide an insulation solution as well as reducing energy consumption which has the potential to significantly improve the economics of glass greenhouses. Further, ClearVue's glass panels can potentially result in 'grid independent' greenhouses that are self-sustaining in terms of electricity depending on energy use requirements. The economics of a ClearVue powered greenhouse will be explored and determined during the Greenhouse project.

(b) **Commercial & residential:** In the commercial and residential segment, ClearVue intends to provide energy savings and carbon footprint reduction solutions to building owners and households.

(c) **Public amenities:** In the public amenities segment, ClearVue offers its products and solutions to provide free energy in public places, for example libraries and bus stops. A mid-term goal is to include internet-of-things (**IoT**) sensors and devices into the ClearVue window frame design to provide monitoring solutions (performance, energy generation, security etc.) powered by the windows. This has particular application for public amenities such as bus and tram shelters and remote agriculture where grid connection may not be easily possible. To this end, ClearVue has undertaken a small initial trial on a bus shelter operated by Adshel in Port Melbourne (see 2016 Milestones at section 3.5). Data from the trial was limited but demonstrated the potential for this application. ClearVue

is investigating a second, more comprehensive, trial for this application post listing on the ASX.

(d) **Consumer electronics:** A long-term goal for ClearVue, which is dependent upon future technology development, is to develop its products to cover the display area of electronic products, including wearable devices, phones, tablets and to generate electricity and trickle charge these devices.

ClearVue intends to target these segments within the following geographic regions, listed by order of priority:-

- initially focusing on Australia, Singapore and Japan;
- United Arab Emirates;
- North America and China; and
- Europe.

3.7 Growth Strategy

The Company intends to successfully execute the following growth strategy:

(a) set up a commercial scale semi-automated manufacturing facility at the Rocky contractor factory in China. The Company intends to expand its manual and semi-automatic manufacturing system to achieve economies of scale while establishing stringent quality control procedures to international standards;

(b) complete the development and construction of the 300-350m^2 greenhouse project in conjunction with Apex Greenhouses and ECU. Construction is expected to commence in the first half of 2018. Refer to Section 3.5 for further details;

(c) secure new pilot projects and installations. The Company is, through a partner in the outdoor advertising industry, in discussions with a number of local government councils regarding a demonstration bus shelter project and with local businesses to employ the Company's technology in an eco-friendly micro-home;

(d) target customers and distributors in select geographies including Australia, Singapore, Japan, Germany, North America and the UAE under a licensee or royalty model to commercialise the Company's patented technologies; and

(e) undertake continuous research and product development to continue to enhance electricity generation efficiency and durability and to reduce product weight and cost and explore further applications including combining IoT sensors into the ClearVue window frames, dependent upon future technology development.

In conjunction with ClearVue's planned geographical expansion, ClearVue intends to, where appropriate, establish local representative offices in key target markets in order to establish licencing arrangements with local manufacturers and distributors.

The expansion strategy outlined above is underpinned by ClearVue's commitment to ongoing technology and product development, which aims to maintain ClearVue's technical leadership in the BIPV space and continuously improve the performance of the Company's product leading to cost savings for its customers.

3.8 Business Model

ClearVue intends to derive revenues from:

(a) **Licences**: the Company intends to charge a fee to manufacturers and distributors for the right to manufacture or distribute and sell the ClearVue product;

(b) **Royalty payments**: the Company intends to charge a flat royalty fee per sqm of ClearVue glass sold by a manufacturer or distributor business, with the rate to be determined; and

(c) **Sale and supply** of the Company's assembled products direct to distributors and channel licence partners worldwide.

Target customers for ClearVue are primarily from the glass manufacturing industry, glass framing industry and building and construction industry. The Company's planned use of funds raised from the Offer are set out in Section 2.5.

3.9 Manufacturing

The Company is party to a manufacturing agreement with Chinese glass manufacturer, Qingdao Rocky Glass (**Rocky**). Within the Rocky factory, ClearVue has setup a manufacturing process including a 'semi-clean room' for the assembly of electrical components. Previously, this manufacturing setup largely relied on human labour for component assembly. Recently, the Company acquired custom designed production line equipment to facilitate and expedite production of the Company's solar window modules.

In November 2017, ClearVue began establishing a semi-automated manufacturing facility at Rocky to achieve commercial production volumes and generate economies of scale in order for ClearVue's product to be sold profitably while remaining cost-competitive with existing standard double-glazed glass products.

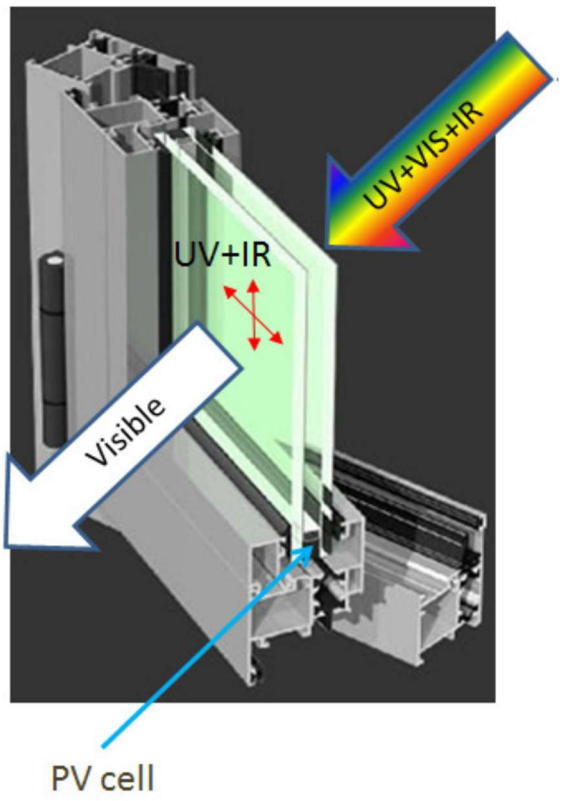
ClearVue, in conjunction with ECU and Rocky, has designed custom-made equipment, which forms part of the semi-automated production-line facility.



3.10 ClearVue Product Components

The discrete components in a complete ClearVue advanced glazing panel comprise:-

- **Glass** —essential to the product is laminated glass (preferably low-iron ultra clear laminated glass). This is currently manufactured by Rocky for ClearVue, but it is intended to be supplied by other licenced glass manufacturers or distributors in the future depending on product demand. A second generation of the ClearVue product may include a specially adapted glass that performs better within the IR spectrum.
- **Interlayer** – the interlayer in a sheet of laminated glass is, in essence, the glue that bonds the two sheets of glass together. ClearVue's patented interlayer formulation includes its proprietary nano and micro particles responsible for the UV down-conversion to IR and for assisting with the bouncing of both the down-converted IR and normal IR wavelengths to the edges of the glass pane for collection and conversion to energy by the photovoltaic modules (see below).
- **Spectrally Selective Coating** – this purpose-designed coating is applied to the rear external surface of the laminated glass sheets at the Rocky facility in Qingdao, China. This coating is responsible for reflecting the UV and IR wavelengths of light back into the interlayer for redirection to the edges of the glass pane of the window. Additional manufacturers will be licensed for this step subject to demand.
- **Window frame** – the window frame is a traditional aluminium extrusion or UPVC frame modified to incorporate custom designed solar modules contained inside the frame area. The modules capture IR and capture and up convert UV to IR for conversion into electricity; these frames are currently manufactured for ClearVue by Rocky but it is intended that these will be manufactured and assembled either by one or more licensed glass manufacturers, assemblers and distributors in the future subject to product demand.
- **Photovoltaic modules** – these are PV elements used to collect IR and convert it to electricity; these modules are currently manufactured for ClearVue by Rocky but it is intended that these will in the future be manufactured and assembled either by one or more licensed PV module manufacturers or by ClearVue itself.



The Company may also in the future consider the establishment of a component manufacturing plant in Australia to supply ClearVue technology components to licensed glass manufacturers and distributors as part of the Company's expansion strategy and as a further step in the Company's intellectual property protection strategy.

The cost of manufacturing is intended to be competitive with standard double glazed glass products currently available on the market.

3.11 Directors and key personnel

3.11.1 Board of Directors

Victor Rosenberg DipPharm, MPS
Executive Chairman

Victor is a serial entrepreneur who is globally recognised for his contributions to the glass industry and has extensive business experience in senior management and sales related positions. Victor is a qualified pharmacist and has been in industry for over 40 years having started and owned a number of private businesses, including in pharmaceuticals, toiletries and food manufacturing. Victor has won an International Innovation Award in Germany for developments in food processing technologies. He has consulted to a number of private and public companies in the areas of pharmaceuticals, biotechnology and health foods.

Mr Victor Rosenberg is presently not a director of any other ASX-listed company.

Mr Victor Rosenberg has not been the subject of any legal or disciplinary action, nor has he been an officer of any company that has entered into a form of external administration because of insolvency during his tenure as an officer.

The Board considers that Mr Victor Rosenberg is not an independent Director.

Jamie Lyford BCom., LLB, LLM (IP), PGradDipIT
Executive Director and General Counsel

Jamie has over 20 years' experience working in the areas of intellectual property, licensing, commercialisation and technology both as an intellectual property and technology commercialisation lawyer and as a commercialisation adviser and consultant. As a lawyer, he has worked nationally with a number of well-known local and interstate law and patent firms and internationally with a specialist IT law firm as well as in-house with BHP Steel (now Bluescope) and multinational IT services provider SchlumbergerSema (now ATOS). As a commercialisation adviser, Jamie has assisted a number start-up and early stage companies both as an adviser and a director. He has also operated and managed the Western Australian government's Innovation Centre incubator under two separate outsourced consultancy terms where he was responsible for assisting many innovative West Australian entrepreneurs and businesses on their path to successful commercialisation.

Mr Lyford is presently not a director of any other ASX-listed company.

Mr Lyford has not been the subject of any legal or disciplinary action, nor has he been an officer of any company that has entered into a form of external administration because of insolvency during his tenure as an officer.

The Board considers that Mr Lyford is not an independent Director.

Sean Rosenberg B.Com., C.A.
Non-Executive Director

Sean is a member of the institute of Chartered Accountants in Australia, with over 10 years' professional experience in finance, auditing and accounting of listed entities. He has 15 years' experience in business as both a director and owner of a company involved in the import, export and wholesale of optical and sunglass products. Sean's business experience includes product development and sourcing in Asia and Europe, management of national sales teams and business financing.

Mr Sean Rosenberg is presently not a director of any other ASX-listed company.

Mr Sean Rosenberg has not been the subject of any legal or disciplinary action, nor has he been an officer of any company that has entered into a form of external administration because of insolvency during his tenure as an officer.

The Board considers that Mr Sean Rosenberg is an independent Director.

Ivan Wu B.App.Sc.
Non-Executive Director

Ivan has more than 20 years' commercial experience in the utility, technology and resource industries, primarily in a corporate role as a developer of businesses and systems. In recent years, he has been involved in corporate advisory roles assisting IPOs, corporate restructuring, merger & acquisitions, investor relations and capital raisings for private and ASX listed companies in Australia and Asia. Ivan is a former executive director of the ASX listed iCandy Interactive Limited (ASX:ICI) and company secretary of the ASX listed Legacy Iron Ore Limited.

Mr Wu is presently not a director of any other ASX-listed company.

Mr Wu has not been the subject of any legal or disciplinary action, nor has he been an officer of any company that has entered into a form of external administration because of insolvency during his tenure as an officer.

The Board considers that Mr Wu is not an independent Director.

Stuart Carmichael B.Com (UWA), C.A.
Non-Executive Director

Mr Carmichael is a Chartered Accountant with over 20 years of experience in the provision of corporate advisory services both within Australia and internationally. Mr Carmichael is a principal and director of Ventnor Capital Pty Ltd and Ventnor Securities Pty Ltd which specialises in the provision of corporate and financial advice to small cap ASX listed companies including capital raisings, initial public offerings, corporate restructures and mergers and acquisitions. Mr Carmichael graduated from the University of Western Australia with a Bachelor of Commerce degree in 1995, gaining experience with KPMG Corporate Finance in Perth and London before joining ASX listed property services and engineering company UGL Limited (ASX:UGL).

Mr Carmichael also acts as Non-Executive Chairman of ASX listed Schrole Ltd (ASX:SCL), Non-Executive Chairman of ASX listed Serpentine Ltd (ASX:S3R) and as Non-Executive Director of De.mem Limited (ASX:DEM).

The Board considers that Mr Carmichael is not an independent Director.

3.11.2 Advisory Board

Kamal Alameh *MEng, Melbourne University, PhD, Sydney University*
Advisory Board Member

Professor Kamal Alameh is the Director of the Electron Science Research Institute, Edith Cowan University. He is a world-renowned authority in optics and nanophotonics and an Adjunct Professor at Gwangju Institute of Science and Technology (GIST), Korea, South Wales University, Wales, UK, and KSR- India, and Guest Professor at Southeast University, Nanjing, China, Minzu University, Beijing, China. Kamal has a PhD in Engineering (Photonics), and Masters of Engineering (Photonics). Prof Alameh has published over 400 peer reviewed journal and conference papers including three book chapters.

Kevin Okamoto
Advisory Board Member

Director of PV Business at Mitsuboshi Diamond Industry Co. Ltd (Japan) and project manager at MDI-SB Solar Co. Ltd (Japan) with 20 years experience in business development in the PV industry. Previously worked with Apple's development team for over 10 years.

Albert Abut
Advisory Board Member

French architect graduated from Ecole Nationale Superieure des Beaux-Arts (Paris) with 25 years architectural and urban developments experience in the cities of Paris and Tokyo. Also a naval architectural expert in material and technologies use in extreme conditions.

Folco Faber
Advisory Board Member

Director of Apex Greenhouses (Aust) Pty Ltd, the largest manufacturer and builder of commercial greenhouses in Australia and New Zealand. Experienced in project management, sales, management and development in the greenhouse industry.

3.11.3 Other Management

Kim Harmer MBA, University of Technology, Sydney
Chief Technical Officer

Mr Harmer has over 20 years' experience leading international businesses, in various market segments defining the strategy and directing market positioning. Mr Harmer has served in several Vice President roles for Schneider Electric, successfully delivering significant performance whilst overseeing the development of the business in over 15 countries in Asia Pacific.

Mr Harmer brings extensive international and domestic experience in complex project management, offer creation and product management, as well as profit and loss management, demand creation, leading business transitions, and executing strategy.

Mr Harmer is on the Advisory board for IoTStream.

Brett Tucker BCom (UWA), C.A.
Company Secretary

Mr Tucker has acted as Company Secretary to a number of ASX listed and private companies and has been involved in numerous public corporate acquisitions and transactions. Mr Tucker is a Chartered Accountant with a strong corporate and compliance background gained from experience in an international accounting practice, working in both audit and taxation across a wide range of industries. Mr Tucker is an employee of Ventnor Capital Pty Ltd.

3.12 Additional Information

Prospective investors are referred to and encouraged to read the Intellectual Property Report in Section 6 in its entirety for further details about the intellectual property rights of the Company.

3.13 Dividend Policy

The Board anticipates that significant expenditure will be incurred in the development of the business. These activities are expected to dominate at least, the first two year periods following the date of this Prospectus. Accordingly, the Company does not expect to declare any dividends during that period.

Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend on the availability of distributable earnings and operating results and financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company.

3.14 Capital Structure

The capital structure of the Company following completion of the Offer is summarised below:

Shares

	Minimum Subscription	Full Oversubscriptions
Shares currently on issue as at the date of this Prospectus	65,495,524	65,495,524
Shares issued pursuant to the Offer	25,000,000	30,000,000
Shares to be issued to Corporate Adviser and Promoters[1]	4,524,776	4,774,776
Total Shares on issue after completion of the Offer[2]	**95,020,300**	**100,270,300**

1. Pursuant to a Corporate Advisory Mandate, the Company has agreed to issue ICW Capital with such number of Shares which equals 5% of the total undiluted issued share capital of the Company upon the date the Company is admitted to the Official List of ASX (excluding any such Shares issued to ICW Capital or its nominees) for nil consideration. As set out above, 4,524,776 Shares will be issued assuming the Company raises the Minimum Subscription and 4,774,776 Shares will be issued assuming the Company raises full oversubscriptions. Irrespective of the actual amount raised under the Offer, ICW Capital has agreed that 500,000 of these Shares will be issued to Ventnor Capital Pty Ltd (a related body corporate of the Lead Manager) (or its nominees) with the balance of the Shares to be shared equally between ICW Capital (or nominees) and non-related promoters of the Company. Refer to Section 10.10 for full details of the Corporate Advisory Mandate.
2. The Company has also agreed to issue a total of 1,312,500 Shares to its four Advisory Board Members over the course of 2018 as set out in Section 8.2.
3. The Company has also adopted two employee incentive share plans and may consider adopting further employee incentive plans after listing, under which additional securities may be issued to provide incentive to Directors and management for future performance.

Convertible Securities[1]

	Minimum Subscription	Full Oversubscriptions
Options on issue as at the date of this Prospectus[1]	54,458,024	54,458,024
Options offered pursuant to the Offer	Nil	Nil
Options offered pursuant to the Lead Manager Offer[1]	2,500,000	2,500,000
Performance Shares on issue[2]	13,000,000	13,000,000
Total Convertible Securities on issue after completion of the Offer	**69,958,024**	**69,958,024**

1. Each Option is exercisable at $0.25 on or before 21 June 2021. Please refer to Section 11.3 for the full terms and conditions of these Options.
2. Comprising of 1,000,000 Class A Performance Shares, 3,000,000 Class B Performance Shares, 6,000,000 Class C Performance Shares, 1,000,000 Class D Performance Shares,

1,000,000 Class E Performance Shares and 1,000,000 Class F Performance Shares. Refer to Section 11.4 for the full terms and conditions of these Performance Shares.

Subject to the Company being admitted to the Official List, certain Securities on issue prior to the Offer will be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of Official Quotation. No Shares issued under the Offer will be subject to escrow under the ASX Listing Rules.

During the period in which these Securities are prohibited from being transferred, trading in Securities may be less liquid which may impact on the ability of a Shareholder to dispose of his or her Securities in a timely manner.

It is estimated that 44,177,456 Shares, 13,000,000 Performance Shares and 56,958,024 Options will be subject to escrow as follows:

(a) 35,440,180 Shares for 24 months from the date of Official Quotation (held by Directors and promoters of the Company);

(b) 837,500 Shares for 24 months from the date of Official Quotation (held by unrelated party seed Shareholders who acquired their Shares from Directors of the Company);

(c) 4,774,776 Shares for 24 months from the date of Official Quotation (to be issued pursuant to the Company's Corporate Advisory Mandate with ICW Capital);

(d) 3,400,000 Shares for 24 months from the date of Official Quotation (issued in consideration for professional services including to the members of the Company's advisory board);

(e) 13,000,000 Performance Shares for 24 months from the date of Official Quotation (held by Victor Rosenberg and Jamie Lyford, Directors of the Company);

(f) 35,440,180 Options for 24 months from the date of Official Quotation (held by Directors and promoters of the Company);

(g) 19,017,844 Options for 12 months from the date of issue (held by unrelated party seed Shareholders); and

(h) 2,500,000 Options for 24 months from the date of Official Quotation (held by the Lead Manager).

The Company will announce to the ASX full details (quantity and duration) of the Shares and Options required to be held in escrow prior to the Shares commencing trading on ASX.

3.15 Substantial Shareholders

Those Shareholders holding 5% or more of the Shares on issue both as at the date of this Prospectus and on completion of the Offer (assuming the Minimum Subscription is raised) are set out in the respective tables below.

As at the date of the Prospectus

Shareholder	Shares	Performance Shares	Options	% (undiluted)

Luminate Pty Ltd[1]	19,513,593	nil	19,513,593	29.8
Ian Rosenberg[2]	5,380,000	nil	5,380,000	8.2
Elevation Ventures Pty Ltd ATF the J3 Trust Account[3]	3,550,000	3,000,000[4]	3,550,000	5.4
Victor Rosenberg[1]	3,146,506	10,000,000[5]	3,146,506	4.8
I Rosenberg Family Pty Ltd <I ROSENBERG FAMILY AC>[2]	3,100,081	nil	3,100,081	4.7

Notes:

1. Luminate Pty Ltd is controlled by Victor Rosenberg, a Director of the Company. Luminate Pty Ltd and Victor Rosenberg are associates of each other for the purposes of the Corporations Act.
2. Ian Rosenberg and I Rosenberg Family Pty Ltd are associates of each other for the purposes of the Corporations Act.
3. Elevation Ventures Pty Ltd and the J3 Trust Account are controlled by Jamie Lyford, a Director of the Company.
4. Comprising of 1,000,000 Class D Performance Shares, 1,000,000 Class E Performance Shares and 1,000,000 Class F Performance Shares. Refer to Section 11.4 for the full terms and conditions of these Performance Shares.
5. Comprising of 1,000,000 Class A Performance Shares, 3,000,000 Class B Performance Shares and 6,000,000 Class C Performance Shares. Refer to Section 11.4 for the full terms and conditions of these Performance Shares.

On completion of the Offer with the Minimum Subscription being raised (assuming no existing substantial Shareholder subscribes and receives additional Shares pursuant to the Offer)

Shareholder	Shares	Performance Shares	Options	% (undiluted)
Luminate Pty Ltd	19,513,593	nil	19,513,593	20.5
Ian Rosenberg	5,380,000	nil	5,380,000	5.7
Victor Rosenberg	3,146,506	10,000,000	3,146,506	3.3
I Rosenberg Family Pty Ltd <I ROSENBERG FAMILY AC>	3,100,081	nil	3,100,081	3.3

The Company will announce to the ASX details of its top-20 Shareholders (following completion of the Offer) prior to the Shares commencing trading on ASX. This list will be maintained on the ClearVue website after commencement of trading.

4. INDUSTRY OVERVIEW

ClearVue operates in the Building Integrated Photovoltaic (**BIPV**) sector, which involves the integration of solar technology into building components, specifically glass, to produce renewable energy.

4.1 Overview of the global solar PV glass market

ClearVue intends to commercially produce solar PV glass. The Directors believe that energy saving and energy producing glass is gaining substantial interest on a global level. The global flat glass market was estimated to have reached a size of US$93,000,000 in 2016 which is forecast to grow at a compound annual growth rate (**CAGR**) of 7.3%[4].

4.2 Overview of the global greenhouse market

ClearVue's product is considered to be well suited to the greenhouse market, which addresses food security and production (a major global concern). Food security is considered to be one of the major challenges of the 21st century as evidenced by the United Nations (**UN**) introducing food security to its 2015 development agenda.

The demand for food is expected to increase with the primary driver being the rapidly growing "middle class" incomes in Asia, Latin America and Africa[5].

As countries seek food security solutions, there has been significant growth in the global horticultural market through research and development and scale investment which resulted in a CAGR of over 10.0% for the period 2012-2016[6].

The global commercial greenhouse market is projected to grow at a CAGR of 8.8% from 2015 to reach a projected value of US$29.64 billion by 2020[7].

Glass is extensively used within greenhouses in northern hemisphere countries due to its long lifetime, ability to withstand harsh winters and the fact that it is unlikely to be damaged from strong winds compared to plastic sheets which can tear.

4.3 Trends and key drivers

A number of trends and key drivers relevant to the glass industry have been identified, including:-

(a) **Renewable energy generation**

The Directors are aware of a worldwide effort to increase and improve renewable energy generation capacity to reduce carbon emissions and to reduce pollution from energy generation. An example of this trend in Australia is the Commonwealth of Australia Government's Renewable

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[4] Flat Glass Market by Technology Global Forecast to 2022, marketsandmarkets.com, October 2017: https://www.marketsandmarkets.com/Market-Reports/flat-glass-market-187897592.html

[5] https://www.businesswire.com/news/home/20130321005683/en/Research-Markets-Global-Greenhouse-Horticulture-Market-2012-2016

[6] https://www.businesswire.com/news/home/20130321005683/en/Research-Markets-Global-Greenhouse-Horticulture-Market-2012-2016

[7] https://www.marketsandmarkets.com/Market-Reports/commercial-greenhouse-market-221045451.html?gclid=EAIaIQobChMI3M26ldbe2AIVhAcqCh1dkw58EAAYASAAEgJpOvD_BwE

Energy Target scheme for more than 23 per cent of Australia's electricity to be produced from renewable sources by 2020[8].

(b) **Sustainable building development - Energy efficiency index**

The European Union's goal to construct "nearly zero energy buildings" using solar generation to increase renewable energy generation[9].

(c) **Demand for Glass Products with Solar Control & Impact Resistance Features**

Solar control glass has been widely adopted on a global scale. ClearVue believes it is well positioned to capitalise on this key driving factor.

4.4 Competitive Landscape

Current BIPV standard modules available have technological constraints; their shape is not customisable and the higher efficiency components are opaque, and in addition, they require a high availability of direct solar irradiation[10].

The majority of the current cost-effective BIPV solutions involve monocrystalline, polycrystalline or thin film Photo Voltaic (**PV**) cells and panels, which are still not completely transparent and obstruct views through the glass windows, optically distorting or otherwise coloured.

In contrast, ClearVue aims to preserve glass transparency to maintain building aesthetics whilst operating at relatively high generation efficiency. Further, ClearVue intends to produce customisable components on demand that will be suitable for the majority of commercial and residential building applications.

[8] Commonwealth of Australia, White Paper on Developing Northern Australia, 2015, page 92

[9] Directive 2010/31/EU of the European Parliament and of the Council of 19 May 2010 on the energy performance of buildings (recast). Off J European Union 18.6.2010

[10] Source: Performance analysis of a large-area luminescent solar concentrator, N. Aste, L.C. Tagliabue, C. Del Pero, D. Testa b, R. Fusco, 2014.



Installed solar façade, six 200x200mm panels –
Standard glass on the left
Transparent ClearVue window placed in front of glass façade on the right

Key competitors of the Company include:

(a) **Solar glass developers and manufactures:** Solar glass / BIPV is a relatively new industry with few competitors. ClearVue has a high transparency glass of commercial size in comparison with known competitors.

(b) **Smart building material manufacturers:** Smart building materials are designed materials that have properties that can be changed in an automatically controlled fashion in response to external stimuli.

(c) **Insulating glass manufacturers:** Currently there is a wide range of window glazing and coated type windows commercially available for use in residential and commercial buildings worldwide, with varying heat transfer properties.

(d) **Safety glass manufacturers:** These firms largely manufacture toughened or laminated glass for the automobile industry.

The Board believes that ClearVue is well positioned in this competitive landscape. Most notably, ClearVue's glass is not obscured by solar cells or material in the glass, is colour-neutral and has up to 70% transparency, which is clearer than known commercialised competitors.

4.5 Barriers to entry

ClearVue will endeavour to cover all aspects of the value chain and provide end users with a cost effective, environmentally conscious alternative to traditional glass. A number of barriers to entry relevant to the solar glass industry have been identified, including the following:

(a) **Access to specialist technology:** ClearVue (in collaboration with ECU and others) has developed and owns several unique technologies.

(b) **Access to capital:** Substantial capital is required to develop unique glass technologies such as ClearVue's technology.

(c) **Market Risk:** The markets for glass are large and well established, dominated by global key players which can make the commercialisation of new glass technologies difficult, including ClearVue's clear photovoltaic glass.

Artist's Impression



5. RISK FACTORS

5.1 Introduction

The Shares offered under this Prospectus are considered highly speculative. An investment in the Company is not risk free and the Directors strongly recommend potential investors to consider the risk factors described below and in the Investment Overview, together with information contained elsewhere in this Prospectus, before deciding whether to apply for Shares and to consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

There are specific risks which relate directly to the Company and its business. In addition, there are other general risks, many of which are largely beyond the control of the Company and the Directors. The risks identified in this section and in the Investment Overview, or other risk factors, may have a material impact on the financial performance of the Company and the market price of the Shares.

The following is not intended to be an exhaustive list of the risk factors to which the Company is exposed.

5.2 Company specific

(a) **Ability to earn Acceptable Returns from Projects / Sale of Products**

The Company has not generated revenues to date. Further, ClearVue's financial performance across the previous three financial periods includes losses of $192,264, $550,272 and $1,334,455 for the financial periods ending 30 June 2015, 30 June 2016 and 30 June 2017 respectively. Please refer to the financial information in Section 7 for further details. No assurance can be given that the Company will achieve commercial viability through the Company's technology or otherwise. Until the Company is able to realise substantial value from its technology, it is likely to incur ongoing operating losses.

There is no certainty that the Company will achieve profitability nor derive acceptable returns from the projects it undertakes. The Company's ability to achieve growth, in terms of both the numbers of projects and the revenue from its products and services sold and licensing undertaken and to increase profitability depends, in part, on the successful implementation of its business plan. There can be no assurance that the Company will be successful in implementing its strategy or that the Company will be able to anticipate or meet the needs of the market generally. If the Company is unable to implement its business strategy there may be adverse effects on its results of operations or financial condition. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer.

(b) **Research and Development and Technical Risk**

The Company's products are the subject of continuous research and development and will likely need to be substantially developed further in order to enable the Company to remain competitive, increase sales and improve the products' scalability. There are no guarantees that the Company will be able to undertake such research and development successfully. Failure to successfully undertake such research and development, anticipate technical problems, or estimate research and

development costs or timeframes accurately will adversely affect the Company's results and viability.

(c) **Technology Risk**

The Company's market involves rapidly evolving products and technological change. To succeed, the Company will need to research, develop, design, manufacture, assemble, test, market and support (i) substantial enhancements to its existing products and (ii) new products, on a timely and cost-effective basis. The Company cannot guarantee that it will be able to engage in research and development at the requisite levels. The Company cannot assure investors that it will successfully identify new technological opportunities and continue to have the needed financial resources to develop new products in a timely or cost-effective manner. At the same time, products and technologies developed by others may render the Company's products and systems obsolete or non-competitive.

(d) **Manufacturing and Supply Chain Risk**

The Company's products and component parts of its products are comprised of products and materials (such as glass and aluminium elements) available in the commercial market. The ability to source underlying products and materials to use in the manufacture of the Company's products may be impacted by any number of variables.

Additionally, the Company's estimated cost of components such as for glass and aluminium elements may also vary due to availability of products, resources, materials or any variables that may impact on the cost of components or elements in its products.

Further the availability of licensees, subcontractors and suppliers to manufacture or create the final products to an acceptable quality may impact on the supply of products and the delivery of projects.

(e) **Construction / Installation Risks and Issues**

Construction / installation issues may arise due to variables that impact on the ability of the Company (or its licensees) to manufacture and install its products into new buildings, retrofit into existing buildings, employ in greenhouses including without limitation issues that arise in relation to building design, electrical integration and interconnection, any necessary development approvals, the availability of materials, the availability of subcontractors, performance of subcontractors, fabrication of elements, accessibility to sites, weather or any other aspect relating to the design, procurement, management or construction of projects where the Company's products are to be deployed.

The supply and installation of the Company products or their use will require various government and other approvals relevant to the product itself, the integration and interconnection of the product into the fabric of built structures and the use of the products at specific sites or for specific applications. The Company expects that for each use and for different territories where it will sell and install its products a range of government approvals will be required. There is no guarantee that any such required approvals will be granted in a particular situation which may limit or even prevent the sale of the Company's products.

(f) **Licensee Risk**

The Company's business model is reliant upon engaging licensees to manufacture and distribute its products. Whilst the Company will undertake all reasonable due diligence in its dealings with licensees and potential licensees and will endeavour to control licensees through license and other agreements, the Company may ultimately have limited control over the activities or actions of its licensees, whose activities or actions may, positively or negatively, affect the operating and financial performance of the Company's business.

(g) **Ability to Source and Deliver Projects**

The ability of the Company to generate and grow revenues depends in part on its capacity to source and develop new projects. There is no guarantee that the Company will be able to secure projects in the future nor deliver them in a way that will provide acceptable returns to shareholders.

(h) **Intellectual Property Rights**

A substantial part of the Company's commercial success will depend on its ability to maintain or as the case may be establish, and protect, its intellectual property, maintain trade secret protection and operate without infringing the proprietary rights of third parties.

The Company currently has 34 granted patent and 39 patent applications throughout the World. There is a risk that each pending application will not be granted. There is a further risk that the claims of each patent application, as filed, may change in scope during examination by the various patent and trade mark offices. Further, if and where a patent is granted, there can be no guarantee that such patent is valid or enforceable or that the patent will be granted in all countries in which applications have been filed. Please refer to the Intellectual Property Report in Section 6 for further details.

The commercial value of these intellectual property assets is dependent on any relevant legal protections. These legal mechanisms, however, do not guarantee that the intellectual property will be protected or that the Company's competitive position will be maintained. No assurance can be given that employees or third parties will not breach confidentiality agreements, infringe or misappropriate the Company's intellectual property or commercially sensitive information, or that competitors will not be able to produce non-infringing competitive products. Competition in retaining and sustaining protection of technologies and the complex nature of technologies can lead to expensive and lengthy disputes for which there can be no guaranteed outcome. There can be no assurance that any intellectual property which the Company (or entities it deals with) may have an interest in now or in the future will afford the Company commercially significant protection of technologies, or that any of the projects that may arise from technologies will have commercial applications.

It is possible that third parties may assert intellectual property infringement, unfair competition or like claims against the Company under copyright, trade secret, patent, or other laws. While the Company is not aware of any claims of this nature in relation to any of the intellectual property rights in which it has or will acquire an interest, such

claims, if made, may harm, directly or indirectly, the Company's business. If the Company is forced to defend claims of intellectual property infringement, whether they are with or without merit or are determined in the Company's favour, the costs of such litigation will be potentially significant and may divert management's attention from normal commercial operations. Please refer to the Intellectual Property Report in Section 6 for further details.

Additionally, securing rights to (or developing) technologies complementing the Company's existing intellectual property will also play an important part in the commercial success of the Company. There is no guarantee that such rights can be secured or such technologies can be developed.

(i) **Third Party Relationship Risk**

The Company is dependent in part upon its relationships and alliances with industry participants. Some of the Company's partners do, or may in the future, assist the Company in the development of its products through testing, research and development, contract manufacturing, supplier or teaming arrangements. If any of the Company's existing relationships with partners were impaired or terminated, or if the Company was unable to implement additional partnering arrangements it may require from time to time, the Company could experience significant delays in the development of products, and would incur additional costs. Additionally, the Company may take a credit risk with regard to parties to whom it supplies products. In the event of such parties failing to meet its obligations to the Company on time or at all, the Company may be adversely affected.

(j) **Reputational Risk**

Any negative publicity regarding the Company, or its Board, officers or employees, or the performance of its products, will adversely affect the Company's ability to generate revenue.

(k) **Competition Risk**

The market in which the Company participates is competitive and characterised by rapid technological change. The Company's potential inability to improve existing product lines and develop new products and technologies could have a material adverse effect on the Company's business. In addition, the Company's competitors could introduce new products with greater capabilities or better pricing which could have a material adverse effect on the Company's business. The Company competes with larger companies with greater resources on the basis of performance, cost, overall value, delivery and reputation. Additionally, while the Company will undertake all reasonable due diligence in its business decisions and operations, the Company will have no influence or control over the activities or actions of its competitors, whose activities or actions may, positively or negatively, affect the operating and financial performance of the Company's business.

(l) **Government Regulation Risk**

The Company is subject to government regulation which may require it to obtain additional licenses and could limit its ability to sell their products. Failure to obtain the requisite licenses (if such licenses are required), meet

registration standards or comply with other government export regulations, may affect the Company's ability to export such products or to generate revenues from the sale of products outside Australia, which could have a material adverse effect on the Company's business, financial condition and results of operations. Compliance with government regulations may also subject the Company to additional fees and costs. The absence of comparable restrictions on competitors in other countries may adversely affect the Company's competitive position.

(m) **Reliance on Key Personnel Risk**

A failure to attract and retain executive, business development, technical and other key personnel could reduce the Company's revenues and operational effectiveness. There is a continuing demand for relevant qualified personnel, and the Company believes that its future growth and success will depend upon its ability to attract, train and retain such personnel. Competition for personnel in the Company's industry is intense, and there is a limited number of persons with knowledge of, and experience in, this industry. An inability to attract or maintain a sufficient number of requisite personnel could have a material adverse effect on the Company's performance or on the Company's ability to capitalise on market opportunities.

5.3 Industry specific

(a) **Additional requirements for capital**

The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its development and research programmes as the case may be. There is however no guarantee that the Company will be able to secure any additional funding or be able to secure funding on terms favourable to the Company.

(b) **Shareholder dilution**

In the future, the Company may elect to issue Shares or other securities. While the Company will be subject to the constraints of the ASX Listing Rules regarding the issue of Shares or other securities, Shareholders may be diluted as a result of issues of Shares or other securities.

(c) **Acquisitions**

The Company's growth strategy may involve finding and consummating acquisitions in areas complimentary to the Company's business. The Company may not be successful in identifying and acquiring suitable acquisition targets at acceptable cost. Further, acquisitions may require additional funding on acceptable terms, which may or may not be available at the relevant time. Further, the Company will experience competition in making acquisitions from larger companies with significantly greater resources.

(d) **International operations**

The Company expects to do business around the world. The Company's operations will therefore be subject to a number of risks inherent in global operations, including political and economic instability in foreign markets, inconsistent product regulation by foreign agencies or governments, imposition of product tariffs and burdens, cost of complying with a wide variety of international export laws and

regulatory requirements, risks stemming from the Company's lack of local business experience in specific foreign countries, foreign currency fluctuations, difficulty in enforcing intellectual property rights, foreign taxes, and language and other cultural barriers. Additionally, operating an international business with sales in a number of legal jurisdictions will necessarily require substantial input from a variety of legal counsel and expose the Company to legal costs that may be disproportionately high relative to its revenues, and will be incurred regardless of whether the Company derives revenues from a given jurisdiction or at all.

(e) **Disputes**

The activities of the Company may result in disputes with third parties, including, without limitation, the Company's investors, competitors, regulators, partners, distributors, customers, directors, officers and employees, and service providers. The Company may incur substantial legal and other costs in connection with such disputes.

(f) **Strategies**

There are no limits on strategies that the Company may pursue. The strategy discussed in this Prospectus may evolve over time due to, among other things, market developments and trends, technical challenges, the emergence of new or enhanced technology, changing regulation and/or industry practice, and otherwise in the Company's sole discretion. As a result, the strategy, approaches, markets and products described in this Prospectus may not reflect the strategies, approaches, markets and products relevant to, or pursued by, the Company at a later date.

Further, a change in strategy may involve material and as yet unanticipated risks, as well as a high degree of risk, including a higher degree of risk than the Company's strategy in place as of the date hereof.

(g) **Contracts in general**

There are a number of risks associated with contracts entered into by the Company, including the risk that those contracts may contain unfavourable provisions, or be terminated, lost or impaired, or renewed on less favourable terms.

(h) **Supply**

The Company may experience delivery delays if its contract or component manufacturers fail to deliver products.

(i) **Product liability**

As with all new products, there is no assurance that unforeseen adverse events or manufacturing defects will not arise in the Company's products. Adverse events could expose the Company to product liability claims or litigation, resulting in the removal of regulatory approval for the relevant products and/or monetary damages being awarded against the Company. In such event, the Company's liability may exceed the Company's insurance coverage, if any.

(j) **Data loss, theft or corruption**

The Company stores data in its own systems and networks and also with a variety of third party service providers. Exploitation or hacking of any of these systems or networks could lead to corruption, theft or loss of the data which could have a material adverse effect on the Company's business, financial condition and results. Further, if the Company's systems, networks or technology are subject to any type of 'cyber' crime, its technology may be perceived as unsecure which may lead to a decrease in the number of customers.

(k) **Foreign exchange**

The Company will be operating in a variety of jurisdictions, including China and Australia, and as such, expects to generate revenue and incur costs and expenses in more than one currency. Consequently, movements in currency exchange rates may adversely or beneficially affect the Company's results or operations and cash flows. For example, the appreciation or depreciation of the US dollar relative to the Australian dollar would result in a foreign currency loss or gain. Any depreciation of currencies in foreign jurisdictions in which the Company operates may result in lower than anticipated revenue, profit and earnings of the Company.

5.4 General risks

(a) **Economic**

General economic conditions, introduction of tax reform, new legislation, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company, as well as on its ability to fund its operations.

(b) **Market conditions**

Share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

- General economic outlook.
- Introduction of tax reform or other new legislation.
- Interest rates and inflation rates.
- Changes in investor sentiment toward particular market sectors.
- The demand for, and supply of, capital.

- Terrorism or other hostilities.

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

Applicants should be aware that there are risks associated with any securities investment. Securities listed on the stock market experience extreme price and volume fluctuations that have often been unrelated to the operating performance of such companies. These factors may materially affect the market price of the Shares regardless of the Company's performance.

(c) **Taxation**

The acquisition and disposal of Shares will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Shares from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisors accept no liability and responsibility with respect to the taxation consequences of subscribing for Shares under this Prospectus.

(d) **Government policy changes**

Adverse changes in government policies or legislation (both inside and outside of Australia) may affect the activities of the Company.

(e) **Litigation risks**

The Company is exposed to possible litigation risks including without limitation tenure disputes, environmental claims, occupational health and safety claims, intellectual property claims and employee claims. Further, the Company may be involved in disputes with other parties in the future which may result in litigation. Any such claim or dispute if proven, may impact adversely on the Company's operations, financial performance and financial position. The Company is not currently engaged in any litigation.

(f) **Insurance**

The Company intends to insure its operations in accordance with industry practice. However, in certain circumstances the Company's insurance may not be of a nature or level to provide adequate insurance cover. The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the Company. At present, the Company only has worker compensation insurance and Directors and Officers insurance in place.

Insurance of all risks associated with the Company's business may not always be available and where available the costs may be prohibitive.

5.5 Investment speculative

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Shares offered under this Prospectus.

Therefore, the Shares to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Shares.

Potential investors should consider that investment in the Company is highly speculative and should consult their professional advisers before deciding whether to apply for Shares pursuant to this Prospectus.

6. INTELLECTUAL PROPERTY REPORT

Directors
ClearVue Technologies Ltd
16 Ord Street
West Perth WA 6005

14 February 2018

Dear Sirs

Intellectual Property Report for ClearVue Technologies Ltd
Our Ref: G96310

1. EXECUTIVE SUMMARY

We provide below our report (the "Report") detailing the current status of the granted patents, granted trade marks and patent applications of ClearVue Technologies Ltd ("ClearVue") for inclusion in a Prospectus to be lodged at the Australian Securities & Investments Commission for the purpose of raising funds through the issue of securities to facilitate an application to be admitted to the Official List of the Australian Securities Exchange.

The Report sets out details of the various granted and pending patent and trade mark applications shown in Schedule 1, as well as their status as at the date indicated in the Report. The Report is correct to the best of our knowledge as at the date of the Report, subject to the limitations and qualifications set out in Section 5 of the Report (in particular, subject to the limited sources of information described in Section 5.1 of the Report).

2. INTELLECTUAL PROPERTY

2.1. Meaning of Intellectual Property

The term "intellectual property" refers to the collection of registrable and non-registrable rights, including rights in patents, designs, trade marks, plant varieties, copyright, confidential information and trade secrets. Intellectual property shares many of the characteristics associated with real and personal property. For example, intellectual property is an asset, and as such it can be bought, sold, licensed, exchanged, or gratuitously given away like any other form of property. Further, the intellectual property owner, in this instance ClearVue, has the right to prevent the unauthorised use or sale of the property.

This Report deals only with intellectual property in the form of patent and trade mark applications.

2.2. Patents

Patent rights constitute an important component of intellectual property. Patents cover inventions and provide a monopoly in exchange for an inventor's full disclosure of his or her invention to the public. A patent provides protection for novel (new), inventive (non-obvious) and useful inventions for a limited period, typically 20 years (subject to the payment of renewal fees). Patents may be granted in respect of new or improved products and methods in almost all areas of current scientific, commercial and industrial activities. However, as there is no such thing as a worldwide patent, patents must be obtained in every country where protection is required. In many countries the test for patentability is different from that in Australia.

Commercialisation of patented products and processes may require any party other than the patent owner wishing to use such developments to obtain a licence, subject to payment of royalties.

2.3. Inventorship and Ownership

Typically, a patent for an invention may only be granted to the inventor(s), or to a person who has entitlement to the invention by way of assignment or other means. The ownership and entitlement of ClearVue to the patents and applications in Schedule 1 is discussed in more detail below in Section 4.1.

2.4. Process for Obtaining Patent Protection

In most countries of the world the process of protecting patent rights begins with the submission of a patent application comprising a patent specification describing the invention. Filing an Australian patent application (provisional or complete) or other initial patent application in an overseas country, which permits such a filing, satisfies this requirement. Countries that allow Australian applicants to file such applications include the United Kingdom and the United States.

A fundamental requirement of the patent system is that the invention is novel and inventive at the time of filing, relative to what was publicly known or used at the date of the application. Accordingly, it is imperative that the specification contains a full disclosure of the invention. A patent specification generally consists of a description of the invention and so-called "claim(s)", which define the scope of the invention. The description also typically provides background information, such as a description of existing products, manufacturing or testing methods or processes and related problems, which enables an Examiner and others to assess the application for inventiveness.

Once the initial application has been filed, further applications in other overseas countries must be filed within twelve (12) months, pursuant to an International Treaty called the Paris Convention, otherwise rights to the invention may be lost in these countries. In this regard, the Paris Convention provides that the filing of an initial patent application establishes a priority date for the invention in all other countries which are party to this Convention, including countries such as the United States, Japan and Australia, as well as jurisdictions such as the European Union and Eurasia.

The filing of further patent applications in overseas countries may be pursued individually or in some instances by filing an application with a regional patent office that does the work for a number of countries, such as the European Patent Office and the African Regional Industrial Property Organisation. Under such regional systems, an applicant requests protection for the invention in one or more countries, and each country decides as to whether to offer patent protection within its borders. The World Intellectual Property Organization-administered Patent Cooperation Treaty ("PCT") provides for the filing of a single international patent application which has the same effect as national applications filed in the designated countries. An applicant seeking protection may file one application and request protection in as many signatory states as needed.

It should be noted that at present there are 189 member states that are party to the PCT and if patent protection is required in a country that is not party to the PCT then individual applications must be filed in these countries by the twelve (12) month anniversary of the initially filed application. Countries that are not party to the PCT include Taiwan and Argentina.

Applications filed individually in countries rather than via the PCT are examined under the national laws of those countries. However, a PCT application is considered under the terms of the PCT. Once the PCT application has been filed it is subjected to what is called an "international search", carried out by one of the major patent offices. The search results are then communicated to the patent applicant in an "international search report", which is a listing of published documents that might affect the patentability of the invention claimed in the international application. On the basis of the international search report the applicant may decide to withdraw the application. However, if the PCT application is not withdrawn, it is, together with the international search report, published by the International Bureau.

If the applicant decides to continue with the international application, then within thirty (30) months of the provisional patent application filing date, national patent applications need to be filed. The applicant can also request preliminary examination, which is a report prepared by one of the major patent offices that gives a preliminary and non-binding opinion on the patentability of the claimed invention.

Once the PCT process has been completed then the national or regional phase is undertaken, as the PCT application itself does not mature into patents. The applicant may choose to enter one or more of the countries designated in the original PCT application. Entry into the national phase is essentially the same as filing a national application in the first instance. Thus, the standard documentation and fee requirements will need to be satisfied in each country, and for non-English speaking countries that will include translating the PCT specification into the language of the relevant country. Failure to enter the national phase within the thirty (30) month period will result in abandonment of the ability to secure patent protection in most PCT countries.

The national or regional applications progress under the jurisprudence and legislation of each country or region. In most jurisdictions, such as Australia, Europe, United States and Japan, examination by the relevant patent office comprises an examination of the art to which the invention pertains as it existed at the priority date of the application. This examination establishes what is referred to as the "state of the art". The patent application is measured against the state of the art and an assessment is made regarding whether the invention described in the application is novel, inventive and useful. Therefore, the time required to complete the process of examination differs from country-to-country and the scope or protection may differ depending upon the law of each country. In general, it will take several years from the date of application until the patent is actually granted.

With respect to regional applications, like the European application, this involves filing a single application designating any of the countries that are signatories to the Paris Convention covering that region. The single application is subjected to examination, and assuming that the application is allowed, it will proceed to the grant phase. The applicant can then elect to have patents validated in all or some of the originally designated countries, and the individual patents then function as though they were patents granted under standard national procedures.

2.5. Granted Patents: Renewal fees, validity, exploitation and enforcement

Once a patent has been granted renewal fees will need to be paid, otherwise the patent will cease. It should also be noted that grant of a patent does not guarantee that the patent is valid or enforceable, and Griffith Hack provides no assurance that ClearVue's pending patent applications will be granted or will be held valid and enforceable following grant.

Notwithstanding the issue regarding guaranteed enforceability, once a patent has been granted and throughout the lifetime of a patent, the proprietor has the exclusive rights to use the patented technology. This means that they can decide to exclusively use it for their own benefit (for instance, by means of application in their own products) and prevent others from using it. Alternatively, they can allow others to use it under the terms of a license agreement. The terms of the license agreement generally define the limited scope of the use of the patent and the consideration to be paid for the use of it.

Enforcement of patent rights varies from country-to-country. The remedies for unauthorised use (patent infringement) available to the patent owner often include an injunction, which effectively stops further infringement of the patent, damages or account of profits, and costs. In some countries the patent owner can also file criminal complaints against the infringer.

3. CLEARVUE PATENT PORTFOLIO AS AT 14 FEBRUARY 2018

ClearVue has recognised that patents are a valuable asset and have sought use of the Paris Convention and PCT described above by filing the patents and patent applications listed in Schedule 1 attached hereto and described below.

3.1. A Spectrally Selective Panel (PCT/AU2012/000778)

This family consists of 15 granted patents or pending applications in 13 countries and 2 regions: Europe and Eurasia. Patents have been granted in Australia, China, Europe, Eurasia, Japan, Russia and South Africa. This case have been accepted but not yet granted in Mexico and the remaining cases are pending in Brazil, Canada, India, Indonesia, Republic of Korea and the United States. Based upon the grant and/or acceptance of a number of the cases it is reasonable to assume that patent grant will be effected in the remaining jurisdictions in time.

Dependent on requirements in the different jurisdictions, there may be differing scopes of patent in different jurisdictions. Below is a representative summary which relates to the main patent claim of the pending US patent application.

The patent specification is directed towards a spectrally selective panel that comprises a first material that is transmissive for light having a wavelength in the visible wavelength range and being arranged for guiding light. The first material comprises a luminescent material that is arranged such that a portion of infrared (“IR”) light is absorbed by the luminescent material resulting in emission of light by photoluminescence, fluorescence or phosphorescence. The first material further comprises a scattering material. The scattering material comprises nano- or micro- size particles. The spectrally selective panel also comprises a phase grating that functions in transmission mode and is positioned within the first material. The phase grating is arranged to deflect light having a wavelength in an IR wavelength band and has a plurality of grooves that are at least partially filled with the scattering material or the luminescent material. In addition, the spectrally selective panel comprises a reflective film that is arranged to reflect incident light within an IR wavelength band while being transmissive for visible wavelength range of light. The first material, the phase grating and the reflective film are arranged such that at least a portion of energy associated with IR light incident from a transversal direction of the spectrally selective panel is guided within and along the panel towards a side portion of the panel. The phase grating maintains in use zero order visible wavelength range transmission and simultaneously deflects incident IR light.

3.2. A Spectrally Selective Panel (PCT/AU2012/000787)

This family consists of 15 granted patents or pending applications in 12 countries and 2 regions: Europe and Eurasia. Patents have been granted in Australia, China, Eurasia, Indonesia, Japan, Mexico and South Africa. All the remaining cases are pending in Brazil, Canada, Europe, India, Japan (divisional application of granted Japanese patent), Malaysia, Republic of Korea and the United States. Based upon the grant and/or acceptance of a number of the cases it is reasonable to assume that patent grant will be effected in the remaining jurisdictions in time.

Dependent on requirements in the different jurisdictions, there may be differing scopes of patent in different jurisdictions. Below is a representative summary which relates to the main patent claim of the pending US patent application.

The patent specification is directed towards a spectrally selective panel that comprises a first panel portion that is at least partially transmissive for light having a wavelength in the visible wavelength range. The spectrally selective panel further comprises a first reflective component that is arranged to reflect incident light within an IR wavelength band and within an ultraviolet (UV) wavelength band while being largely transmissive for at least the majority of light having a wavelength within the visible wavelength band. The first reflective component is provided in the form of an optical interference coating that comprises layers of dielectric materials that are arranged such that within a wavelength range from approximately 600 nm to approximately 800 nm the transmittance decreases from at least 60% to less than 10%. A luminescent material is arranged to absorb at least a portion of incident and/or reflected light having a wavelength in the IR wavelength band and emit light having a wavelength in the IR wavelength band by luminescence. The spectrally selective panel is arranged such that at least a portion of energy associated with IR light incident from a transversal direction of the spectrally selective panel is reflected by the first reflective component and subsequently directed along the panel towards a side portion of the panel and wherein the spectrally selective panel is arranged such that at least a portion of emitted luminescence radiation is reflected by the first reflective component.

3.3. A Spectrally Selective Panel (PCT/AU2013/001401)

This family consists of 7 pending patent applications in 6 countries and 1 region: Europe. The South Africa patent application has been accepted, but as yet, not granted. The pending patent applications are in Canada, China, Europe, India, Japan and the United States. While there has been no patent grant at this stage, the International Examiner during the PCT process considered all of the claims to be novel and one claim to be inventive. Thus, it is reasonable to assume that patents will be granted in time; however, it might require detailed argument and probably some restriction in claim scope.

Dependent on requirements in the different jurisdictions, there may be differing scopes of patent in different jurisdictions. Below is a representative summary which relates to the main patent claim of the pending US patent application.

The patent specification is directed towards a spectrally selective panel that is at least partially transmissive for radiation having a wavelength within the visible wavelength range. The panel has a receiving surface for receiving incident radiation and comprises at least one reflective component that is arranged to reflect a portion of received incident radiation that penetrated through a depth portion of the panel to the reflective component. The at least one reflective component forms a part of an inner surface of one of the spectrally selective panel and is arranged to reflect a portion of received incident radiation that penetrated through a depth portion of the panel to the reflective component. The at least one reflective component comprises first and second reflective portions that form a series in which the first and second reflective portions alternate, the first reflective portions are inclined by a first angle relative to the receiving surface and the second reflective portions are inclined by a second angle relative to the first reflective portions. The at least one reflective component further comprises a multi-layered structure that is positioned at or on each first reflective portion. The multi-layered structure is an optical interference coating that results in reflection of at least a portion of incident radiation within an IR wavelength. At least one photovoltaic cell is positioned to receive at least a portion of the redirected radiation to generate electricity. A coating other than the multi-layered structure or no coating is positioned on each second reflective portion and the panel is arranged such that at least a portion of reflected incident radiation is re-directed within the panel.

3.4. A Device For Generating Electric Energy (PCT/AU2014/000814)

This family consists of 15 granted patents or pending patent applications in 13 countries and 2 regions: Europe and Eurasia. A patent has been granted in China. All the remaining cases are pending in Australia, Brazil, Canada, Europe, India, Indonesia, Japan, Malaysia, Mexico, Republic of Korea, South Africa, US and Vietnam. While a patent has so far been granted only in China, the International Examiner during the PCT process considered all of the claims to be novel and inventive. Thus, it is reasonable to assume that patents will be granted in time. However, it might require detailed argument and probably some restriction in claim scope.

Dependent on requirements in the different jurisdictions, there may be differing scopes of patent in different jurisdictions. Below is a representative summary which relates to the main patent claim of the pending US patent application.

The patent specification is directed towards a device for generating electric energy. The device comprises a panel that is at least partially transmissive for visible light. The panel has a receiving surface for receiving incident light and is arranged such that a portion of the incident light is redirected towards regions that are at edges of the panel. A plurality of photovoltaic elements comprising a first and a second photovoltaic element are positioned at or in the proximity of the same edge of the panel. The first photovoltaic element is substantially

perpendicular to the second photovoltaic element. The second photovoltaic element faces a surface portion that is parallel or oriented along the receiving surface of the panel to receive light that is redirected through the area in the proximity of the edge. The device further has first and second diodes that are series connected with the first and second photovoltaic elements. The first photovoltaic element and the first diode are parallel connected with the second photovoltaic and the second diode. One of the first and second photovoltaic elements is positioned to receive light that is redirected through the edge of the panel and the other photovoltaic element is positioned to receive light that is redirected through an area in the proximity of the edge. The device is arranged to generate the electricity from at least a portion of the redirected light.

3.5. A Panel Structure For Receiving Light & Generating Electricity (PCT/AU2016/051021)

This family consists solely of the PCT application at this stage. This means at present the invention disclosed in the specification can enter any one of the 189 member states in due course. While this application is still at an early stage, the International Examiner has indicated in the Written Opinion that they consider a number of the claims to be novel. There are presently issues with inventive step; however, it is reasonable to assume that patents will be granted in time but probably with some restriction in claim scope.

The patent specification is directed towards a panel structure for receiving light and generating electricity. The panel structure comprises a panel material that has a light receiving surface. The panel material is at least partially transmissive for light having a wavelength in the visible wavelength range. The panel structure further comprises a photovoltaic material being positioned in or at the panel material. The photovoltaic material is distributed between transmissive areas that are void of the photovoltaic material such that features of the photovoltaic material are sufficiently narrow to be at least largely invisible to the naked eye. The photovoltaic material forms a diffractive element that is arranged to absorb a portion of received light to generate electricity and deflect a portion of the received light towards the at least one edge surface of the panel material.

4. FURTHER ISSUES

4.1. Patent Ownership / Entitlement: Third Party Rights

Ownership of a patent application in the name of any entity other than the inventor is derived either by contract of employment or assignment. We have been provided with copies of assignment documents that indicate that the patent applications in the ClearVue IP portfolio have been assigned from the inventors to Tropiglas Technologies Ltd (“Tropiglas”) the former name of ClearVue.

It is important to note that there are legal mechanisms by which third parties can bring evidence that they have sole or joint entitlement to an invention and any patent application or patent obtained for that invention. Apart from ClearVue (Tropiglas), we are unaware of the existence of any such third party in relation to the patent applications set out in Schedule 1.

It is possible that the technology in respect of which the patent applications have been filed falls within the scope of, and may thus infringe, a patent of a third party. We have not conducted any searches or taken any further steps to identify any patents which may be infringed by the exploitation of the products referred to in the patents/applications included in this Report.

To the best of our knowledge, to date, there has been no third party challenge to the validity or ownership of the patents/applications.

4.2. Enforceability

Once a patent has been granted, the owner may initiate infringement proceedings against an alleged infringer of the property. Patent infringement proceedings cannot be initiated on the basis of a pending application. Filing an application does not mean that the applicant is free to commercialise the invention, as it is possible that the intellectual property rights or common law rights of another party may be infringed by doing so.

As at 13 February 2018 we are not aware of an application referred to in this report being the subject of any opposition or litigation. We have not, however, conducted an infringement search in order to attempt to identify rights of any other parties.

4.3. Validity of Patent Applications

The ultimate validity of the claims of patent can be guaranteed and can be challenged:

(a) during examination;
(b) in opposition proceedings once the application has been examined and found allowable;
(c) in court during revocation proceedings brought by a third party; or
(d) during infringement proceedings initiated against an alleged infringer by the patentee.

As not all of the patent rights set out in section 3 are granted i.e. some are still pending patent applications that will undergo examination in due course, it cannot be assumed that these applications (or any applications stemming from them) will proceed to grant or, if grant is achieved, that the claims will remain in their present form. It is possible, for example, that the scope of the claims of the pending patent applications may be restricted during examination of the application. However, for the patents that have granted the claims as granted are now unlikely to be amended unless as a result of third-party action as a result of, for example, infringement litigation.

5. LIMITATIONS AND QUALIFICATIONS

5.1. Information sources

In preparing this Report, in addition to reviewing our internal databases, we relied upon information contained in relevant publicly available databases. Griffith Hack is not responsible for the accuracy of the information available in public databases and accordingly cannot guarantee the accuracy of this information.

5.2. Jurisdictional requirements

Each jurisdiction has its own laws and particular requirements that need to be met for the grant and maintenance of patents. Accordingly, the assessment patentability varies from jurisdiction-to-jurisdiction, and inventions which may be granted and registrable in one jurisdiction may be excluded from grant and registration in another. Moreover, the different jurisdictional requirements may result in variation of the scope of patent protection obtained for the same patent in different jurisdictions.

The outcome of examination of the patent application by the office of one jurisdiction is not binding on the office of any other jurisdiction. Similarly, international PCT searches and examination reports are not binding on national patent applications during examination in the national phase. Examination of patent applications often occurs at different times in different jurisdictions. This means there is also a risk that a patent may be granted on application in one jurisdiction, and that a third party patent may subsequently be cited during examination of another patent application that has been filed elsewhere.

In some jurisdictions there is a duty to disclose certain information to the relevant patent office. This information can include relevant prior art information known to the applicant or its agents or search results issued in respect of corresponding foreign applications. Failure to disclose such information may adversely affect the validity and/or enforceability of the patent.

We further note that there may be changes to patent law in a particular jurisdiction from time-to-time which may have an impact on patents in the relevant country. For example, the Australian Government recently enacted the *Intellectual Property Law Amendments (Raising the Bar) Act* 2012 (Cth), which represents a significant amendment to patent law. In particular, the Act raises the requirement for patentability and the description requirements for patent specifications. It applies to all Australian patent applications for which a request for examination is filed after 15 April 2013.

5.3. Patentability search limitations

A patentability search, such as international searches carried out by various patent offices under the PCT procedure, cannot be guaranteed to locate all prior art that may exist which is potentially relevant to the assessment of novelty and inventive step of a claimed invention. Such searches are generally computer-based searches and are dependent on the database search strategy and the coverage provided by the databases used. For example, the databases may not cover older published documents and/or certain jurisdictions. Further, all patentability searches are subject to the accuracy of records, as well as the indexing and classification of the subject matter comprising the records. The scope of each search is also dependent on the search strategy utilised and, for example, the keyword(s) selected for the search. Accordingly, although patentability searches provide a reasonable indication of patentability, it is not possible to guarantee that every relevant prior art record has been located and considered. As a result, any conclusions regarding the validity of the claims of a particular patent based on patent office searches should be regarded as indicative rather than conclusive.

Further, non-provisional patent applications are not normally published until at least 18 months from the earliest acceptable priority date. Accordingly, a patentability search would not normally identify any third party patent application that is potentially relevant to the assessment of patentability that has a priority date which is less than 18 months prior to the date of the patentability search. Delays between official publication and the incorporation of information into the relevant database can also occur, which means that some documents may not be located in a patentability search.

5.4. Patentability of an invention

Besides documentary prior art, public use of an invention and non-confidential oral disclosures before the priority date of a patent application may also be relevant to the assessment of patentability of invention to which the patent application relates. As patentability searches are conducted on published documents, they would not locate such other forms of prior art disclosures.

Commercialisation or secret use of an invention in a jurisdiction by, or with the authority of, a patent applicant (or their predecessor in title) before the priority date of a patent application that has been filed in the jurisdiction by the applicant in respect of the invention, can also be relevant to the patentability of intervention and the validity of any patents that may ultimately be granted on the application. Such commercial exploitation or secret use would not normally be identified by documentary patentability searches of publicly accessible databases.

5.5. Opposition Proceedings

Some jurisdictions, such as Australia, allow for accepted patent applications to be opposed by a third party. Others, for example Europe, have post-grant opposition. Successful opposition proceedings may result in some or all of the claims of an application being refused. Successful opposition proceedings to a granted patent may result in some or all of the claims being held invalid or restricted in breadth.

5.6. Entitlement to claimed priority date

In Australia, for subject matter contained in a non-provisional patent application to be entitled to the priority date established by a corresponding priority patent application or provisional patent application there must be a “real and reasonably clear disclosure” of the subject matter in the priority application. Similar provisions apply in other jurisdictions. Subject matter disclosed in a non-provisional patent application that is not contained in a corresponding priority application is generally only entitled to the filing date of the non-provisional application as a priority date.

5.7. Renewal fees

ClearVue recognises that renewal fees must be paid in order to maintain its patents. At the time of preparing this Report, no renewal fees are currently overdue.

Trade Marks

5.8. Trade Marks

A trade mark is a way of identifying a unique product or service.

Australian trade mark law is based on common-law use-based rights as well as the Trade Marks Act 1995 (Cth). Use-based rights are less certain than registration, and depend on the mark having developed a reputation in the region in which a company seeks to enforce its common-law trade mark. Thus, registration provides advantages such as constructive notice and nationwide rights.

Section 17 of the Trade Marks Act defines a trade mark as “a sign used, or intended to be used, to distinguish goods or services dealt with or provided in the course of trade by a person from goods or services so dealt with or provided by any other person”. Accordingly trademarks are not restricted to logos and the like.

The procedure to register a trade mark in Australia is much the same as other countries. A completed application is filed with IP Australia. Examination of the application is undertaken to ensure compliance with formalities and substantive requirements. If an application is accepted, it will be published for opposition purposes for three months, during which time third parties may

oppose registration on certain grounds. If there are no oppositions, or any oppositions are overcome, a certificate of registration will be issued.

The term of registration in Australia is 10 years, which may be extended for additional periods of 10 years. Failure to use a registered trade mark for a period of three years or more may expose the registration to cancellation on the grounds of non-use.

Qualifications & Independence

Griffith Hack is a firm of patent and trade mark attorneys and lawyers that provide advice in relation to all aspects of intellectual property. Griffith Hack has extensive experience protecting and defending intellectual property rights and commercialising products and services. Griffith Hack provides a comprehensive intellectual property service through its patent and trade mark attorney practices, law firm, consultancy arm and through its partnership with a major international renewal service.

Griffith Hack has no interest in ClearVue, other than fees for professional work done. Griffith Hack has no involvement in the preparation of the Prospectus by ClearVue, other than the preparation of this Report. Griffith Hack is therefore considered independent of ClearVue for the purpose of preparing this Report and gives its consent for inclusion of this Report in the Prospectus.

The person responsible for preparing this Report is Dr Andreas Hartmann, Principal of Griffith Hack Patent & Trade Mark Attorneys.

Yours sincerely



Dr Andreas Hartmann
Principal
andreas.hartmann@griffithhack.com

SCHEDULE 1

Clearvue Technologies Ltd

16 Ord Street, West Perth, WA, Australia, 6005

griffith hack IP Amplified

Patent Asset Register	Report Produced 17 Jan 2018	Confidential - No Unauthorised Use

Official Title	A PANEL STRUCTURE FOR RECEIVING LIGHT AND GENERATING ELECTRICITY
Anticipated End of Life	
Priority Application	AU 2015904462 30 Oct 2015 P101202.AU AU 2016900884 09 Mar 2016 P101202.AU.1
Intnl. Application	PCT/AU2016/051021 28 Oct 2016 WO2017/070745
Griffith Hack Attorney	Andreas Hartmann, Griffith Hack

Your Ref	Our Ref	Country	Appln. No.	Filing Date	Patent No.	Status	Next Critical Due Date
	P101202.PCT	Patent Cooperation Treaty	PCT/AU2016/051021	28 Oct 2016		Demand Filed	22 Jan 2018 - Indication of Countries for NP Entry Quote Received

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Clearvue Technologies Ltd

16 Ord Street, West Perth, WA, Australia, 6005

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Patent Asset Register **Report Produced** 17 Jan 2018 **Confidential - No Unauthorised Use**

Official Title A spectrally selective panel

Anticipated End of Life 2032

Priority Application

AU	2011902631	01 Jul 2011	P87514.AU
AU	2011904552	02 Nov 2011	P87514.AU.1
AU	2012900381	02 Feb 2012	P87514.AU.2
AU	2012901618	24 Apr 2012	P87514.AU.3

Intnl. Application PCT/AU2012/000778 29 Jun 2012 WO2013/003890

Griffith Hack Attorney Andreas Hartmann, Griffith Hack

Your Ref	Our Ref	Country	Appln. No.	Filing Date	Patent No.	Status	Next Critical Due Date
Diffractive Grating/AU	P87514.AU.5	Australia	2012278913	29 Jun 2012	2012278913	Granted	
Diffractive Grating/EP	P87514.AT	Austria	12807686.6	29 Jun 2012	E921946	Granted	
Diffractive Grating/EP	P87514.BE	Belgium	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/BR	P87514.BR	Brazil	BR 11 2013 033304 9	29 Jun 2012		Pending	
Diffractive Grating/CA	P87514.CA	Canada	2837746	29 Jun 2012		Pending	
Diffractive Grating/CN	P87514.CN	China	201280032948.4	29 Jun 2012	ZL 201280032948.4	Granted	
Diffractive Grating/EP	P87514.DK	Denmark	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EA	P87514.EA	Eurasian Patent Organization	201391810	29 Jun 2012	027842	Granted	29 Jun 2018 - Back Annuities Due
Diffractive Grating/EP	P87514.EP	European Patent Office	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.FI	Finland	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.FR	France	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.DE	Germany	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/IN	P87514.IN	India	502/CHENP/2014	29 Jun 2012		Pending	
Diffractive Grating/ID	P87514.ID	Indonesia	P00 2014 00536	29 Jun 2012		Pending	
Diffractive Grating/EP	P87514.IE	Ireland	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.IT	Italy	12807686.6	29 Jun 2012	502017000132955	Granted	
Diffractive Grating/JP	P87514.JP	Japan	2014-517334	29 Jun 2012	6073876	Granted	
Diffractive Grating/JP	P87514.JP.2	Japan	2017-000785	29 Jun 2012		Pending	
Diffractive Grating/MY	P87514.MY	Malaysia	PI 2013004752	29 Jun 2012		Pending	
Diffractive Grating/MX	P87514.MX	Mexico	MX/A/2013/015438	29 Jun 2012		Accepted	
Diffractive Grating/EP	P87514.NL	Netherlands	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.NO	Norway	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.PL	Poland	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.PT	Portugal	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/KR	P87514.KR	Republic of Korea	10-2014-7002403	29 Jun 2012		Pending	
Solar Selective	P87514.RU	Russian Federation	201391811	29 Jun 2012	025686	Granted	

SCHEDULE 1

Coating							
Diffractive Grating/ZA	P87514.ZA	South Africa	2013/09540	29 Jun 2012	2013/09540	Granted	
Diffractive Grating/EP	P87514.ES	Spain	12807686.6	29 Jun 2012	E12807686	Granted	
Diffractive Grating/EP	P87514.SE	Sweden	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.CH	Switzerland	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/EP	P87514.GB	United Kingdom	12807686.6	29 Jun 2012	2726920	Granted	
Diffractive Grating/US	P87514.US	United States of America	14/145988	29 Jun 2012		Pending	

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16 Ord Street, West Perth, WA, Australia, 6005

Patent Asset Register **Report Produced** 17 Jan 2018 **Confidential - No Unauthorised Use**

Official Title	A spectrally selective panel			
Anticipated End of Life	2032			
Priority Application	AU	2011902631	01 Jul 2011	P87514.AU
	AU	2011904552	02 Nov 2011	P87514.AU.1
	AU	2012900381	02 Feb 2012	P87514.AU.2
	AU	2012901618	24 Apr 2012	P87514.AU.3
Intnl. Application	PCT/AU2012/000778		29 Jun 2012	WO2013/003890
Griffith Hack Attorney	Andreas Hartmann, Griffith Hack			

Your Ref	Our Ref	Country	Appln. No.	Filing Date	Patent No.	Status	Next Critical Due Date
	P87514.AU.6	Australia	2012278920	29 Jun 2012	2012278920	Granted	
Solar Selective Coating	P87514.BR.1	Brazil	BR 11 2013 033259 0	29 Jun 2012		Pending	
Solar Selective Coating	P87514.CA.1	Canada	2840647	29 Jun 2012		Pending	
Solar Selective Coating	P87514.CN.1	China	201280032935.7	29 Jun 2012	ZL 201280032935.7	Granted	
Solar Selective Coating	P87514.EA.1	Eurasian Patent Organization	201391811	29 Jun 2012	025686	Granted	
Solar Selective Coating	P87514.EP.1	European Patent Office	12807656.9	29 Jun 2012		Pending	
Solar Selective Coating	P87514.IN.1	India	503/CHENP/2014	29 Jun 2012		Pending	
Solar Selective Coating	P87514.ID.1	Indonesia	P00 2014 00538	29 Jun 2012	P00 2014 00538	Granted	
Solar Selective Coating	P87514.JP.1	Japan	2014-517337	29 Jun 2012	6072022	Granted	
Solar Selective Coating	P87514.MY.1	Malaysia	PI2013004557	29 Jun 2012		Pending	
Solar Selective Coating	P87514.MX.1	Mexico	MX/A/2013/015437	29 Jun 2012	342189	Granted	
Solar Selective Coating	P87514.KR.1	Republic of Korea	10-2014-7002674	29 Jun 2012		Pending	
Solar Selective Coating	P87514.ZA.1	South Africa	2013/09544	29 Jun 2012	2013/09544	Granted	
Solar Selective Coating	P87514.US.1	United States of America	14/145987	29 Jun 2012		Pending	28 Jan 2018 - Response Deadline

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Clearvue Technologies Ltd

16 Ord Street, West Perth, WA, Australia, 6005

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Patent Asset Register **Report Produced** 17 Jan 2018 **Confidential - No Unauthorised Use**

Official Title	A spectrally selective panel
Anticipated End of Life	2033
Priority Application	AU 2012905254 03 Dec 2012 P91845.AU AU 2013902207 18 Jun 2013 P91845.AU.1
Intnl. Application	PCT/AU2013/001401 03 Dec 2013 WO2014/085853
Griffith Hack Attorney	Andreas Hartmann, Griffith Hack

Your Ref	Our Ref	Country	Appln. No.	Filing Date	Patent No.	Status	Next Critical Due Date
"Saw-tooth"	P91845.CA	Canada	2892014	03 Dec 2013		Pending	03 Dec 2018 - Examination Deadline
"Saw-tooth"	P91845.CN	China	201380062799.0	03 Dec 2013		Pending	16 Mar 2018 - Final Response Deadline , Response Deadline
"Saw-tooth"	P91845.EP	European Patent Office	13860256.0	03 Dec 2013		Pending	
"Saw-tooth"	P91845.IN	India	2040/KOLNP/2015	03 Dec 2013		Pending	
"Saw-tooth"	P91845.JP	Japan	2015-545599	03 Dec 2013		Pending	27 Feb 2018 - Final Response Deadline , Response Deadline
"Saw-tooth"	P91845.ZA	South Africa	2015/04738	03 Dec 2013		Accepted	
"Saw-tooth"	P91845.US	United States of America	14/649289	03 Dec 2013		Pending	21 Jan 2018 - Response Deadline

SCHEDULE 1

Clearvue Technologies Ltd

16 Ord Street, West Perth, WA, Australia, 6005

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Patent Asset Register	Report Produced 17 Jan 2018	Confidential - No Unauthorised Use

Official Title	A DEVICE FOR GENERATING ELECTRIC ENERGY
Anticipated End of Life	2034
Priority Application	AU 2013903127 19 Aug 2013 P93732.AU AU 2013904275 05 Nov 2013 P93732.AU.1 AU 2013904952 18 Dec 2013 P93732.AU.2 AU 2014901916 22 May 2014 P93732.AU.3
Intnl. Application	PCT/AU2014/000814 15 Aug 2014 WO2015/024046
Griffith Hack Attorney	Andreas Hartmann, Griffith Hack

Your Ref	Our Ref	Country	Appln. No.	Filing Date	Patent No.	Status	Next Critical Due Date
"Frame"	P93732.AU.4	Australia	2014308538	15 Aug 2014		Pending	
"Frame"	P93732.BR	Brazil	BR 11 2016 003346 9	15 Aug 2014		Pending	
"Frame"	P93732.CA	Canada	2920057	15 Aug 2014		Pending	15 Aug 2019 - Examination Deadline
"Frame"	P93732.CN	China	201480057290.1	15 Aug 2014	ZL201480057290.1	Granted	
"Frame"	P93732.EA	Eurasian Patent Organization	201690330	15 Aug 2014		Accepted	21 Mar 2018 - Grant Fee Deadline
"Frame"	P93732.EP	European Patent Office	14838717.8	15 Aug 2014		Pending	
"Frame"	P93732.IN	India	201617007452	15 Aug 2014		Pending	
"Frame"	P93732.ID	Indonesia	P00 2016 01730	15 Aug 2014		Pending	
"Frame"	P93732.JP	Japan	2016-535269	15 Aug 2014		Pending	
"Frame"	P93732.MY	Malaysia	PI 2016000277	15 Aug 2014		Pending	15 Aug 2018 - Examination Deadline
"Frame"	P93732.MX	Mexico	MX/a/2016/002122	15 Aug 2014		Pending	
"Frame"	P93732.KR	Republic of Korea	10-2016-7006259	15 Aug 2014		Pending	15 Aug 2019 - Examination Deadline
"Frame"	P93732.ZA	South Africa	2016/01736	15 Aug 2014		Pending	
"Frame"	P93732.US	United States of America	14/912684	15 Aug 2014		Pending	30 Jan 2018 - Response Deadline
"Frame"	P93732.VN	Vietnam	1-2016-00503	15 Aug 2014		Pending	

SCHEDULE 1

Clearvue Technologies Ltd

16 Ord Street, West Perth, WA, Australia, 6005

Patent Asset Register	Report Produced 17 Jan 2018	Confidential - No Unauthorised Use

Official Title	A DEVICE FOR GENERATING ELECTRIC ENERGY
Anticipated End of Life	
Priority Application	AU 2017905143 21 Dec 2017 P107399.AU
Intnl. Application	N/A
Griffith Hack Attorney	Andreas Hartmann, Griffith Hack

Your Ref	Our Ref	Country	Appln. No.	Filing Date	Patent No.	Status	Next Critical Due Date
	P107399.AU	Australia	2017905143	21 Dec 2017		Pending	21 Dec 2018 - CAP/PCT/Foreign Filing Deadline

SCHEDULE 1

Clearvue Technologies Ltd

16 Ord Street, West Perth, WA, Australia, 6005

Patent Asset Register	Report Produced 17 Jan 2018	Confidential - No Unauthorised Use

Official Title	Dye materials and infra red active polymer compositions thereof
Anticipated End of Life	2025
Priority Application	
Intnl. Application	N/A
Griffith Hack Attorney	

Your Ref	Our Ref	Country	Appln. No.	Filing Date	Patent No.	Status	Next Critical Due Date
	P99905.FR	France	05777912.6	01 Sep 2005	1799773	Granted (Renewal Purposes Only)	
	P99905.DE	Germany	05777912.6	01 Sep 2005	602005032919.6	Granted (Renewal Purposes Only)	
	P99905.GB	United Kingdom	05777912.6	01 Sep 2005	1799773	Granted (Renewal Purposes Only)	

Australian Government
IP Australia

Number:
1696237

Words: **CLEARVUE PV** Status: ●
Registered/Protected Priority date: **27 May 2015 (Lodgement)** Classes: **9, 19**
Kind: **Word**

Goods & Services

Class 9:: Solar energy collectors for electricity generation; glass panes incorporating photovoltaic elements; glass panes having a diffractive or refractive elements; glass panes incorporating spectrally selective elements; glass panes incorporating apparatus for the diffraction of infrared and ultraviolet light

Class 19:: Windows for buildings; glass for the windows of buildings; glass for windows; glass for windows in buildings; glass in sheet form for use in windows; glass panels for windows; non-metallic window frames; non-metallic glazing elements for windows; multi-layered insulating glass units for glazing buildings

History details

Opposition details

Dates

Renewal due: **27 May 2025**
Registration advertised: 21 Apr 2016 Entered on Register: 15 Apr 2016 Acceptance advertised: 15 Oct 2015 Acceptance: 25 Aug 2015 Registered from: 27 May 2015 Lodgement: 27 May 2015

Owner

ClearVue Technologies Limited

Address for service

Elevation Legal

Indexing constituents

Word

=PV CLEARVIEW CLEARVUE LTR

PV

7. FINANCIAL INFORMATION AND INDEPENDENT LIMITED ASSURANCE REPORT

7.1 Introduction

The financial information set out in this Section contains the following consolidated financial information in relation to the Company, prepared by the Directors:

(a) summary audited consolidated historical statement of profit or loss and other comprehensive income for the financial year (**FY**) 2015, FY2016 and FY2017 for the Company;

(b) summary audited consolidated historical statement of cash flows for FY2015, FY2016 and FY2017 for the Company; and

(c) audited historical statutory and reviewed pro forma consolidated historical statement of financial positions as at 30 June 2017 for the Company;

(together the **Historical Financial Information**).

The information set out in this Section should be read together with:

(a) management's discussion and analysis set out under Section 7.5.1 below;

(b) the risk factors described in Sections 1C and 5;

(c) the use of funds of the Offer described in Section 2.5;

(d) the indicative capital structure described in the Key Offer Details Section;

(e) the Independent Limited Assurance Report on the Historical and Pro Forma Financial Information set out in Section 7.14; and

(f) the other information contained in this Prospectus.

All amounts disclosed in this Section are presented in AUD, unless otherwise noted.

In addition, investors should be aware that past performance is not an indication of future performance.

7.2 Basis of preparation of the Historical Financial Information

The Historical Financial Information included in this Section has been prepared in accordance with the recognition and measurement principles prescribed in Australian Accounting Standards, (including the Australian Accounting Interpretations).

The significant accounting policies of the Company relevant to the Historical Financial Information are noted in Section 7.13 of this Prospectus. The accounting policies of the Company have been consistently applied throughout the periods presented.

The Historical Financial Information is presented in an abbreviated form and does not contain all of the disclosures, statements or comparative information required by Australian Accounting Standards applicable to financial reports prepared in accordance with the Corporation Act.

The Historical Financial Information has been prepared for the purpose of the Offer.

The Historical Financial Information has been derived from the Company's audited financial statements for FY2015, FY2016 and FY2017.

The financial statements for the Company were prepared in accordance with the International Financial Reporting Standards (**IFRS**) and were audited in FY2015, FY2016 and FY2017 by TKNP Audit and Assurance who issued an unqualified audit opinion in each of these periods.

7.3 Preparation of the Historical Financial Information

The historical consolidated profit or loss and other comprehensive income statements for FY2015, FY2016, and FY2017 have been prepared on a consolidated basis. The wholly owned subsidiaries of the Company being ClearVue International Pty Ltd, a 100% wholly owned Australian subsidiary, and ClearVue USA Inc., a 100% wholly owned United Stated of America subsidiary incorporated in Delaware, had been wholly owned subsidiaries for the whole period. Both ClearVue International Pty Ltd and ClearVue USA Inc. are dormant entities.

7.4 Non IFRS financial measures

Investors should be aware that certain financial data included in this Section 7 is "non IFRS financial information" under Regulatory Guide 230: "Disclosing non IFRS financial information" published by ASIC. The Directors believe that this non IFRS financial information provides useful information to users in measuring the financial performance and conditions of the Company. As non IFRS measures are not defined by recognised standard setting bodies, they do not have a prescribed meaning. Therefore, the way in which the Company calculates these measures may be different to the way other companies calculate similarly titled measures. Investors are cautioned not to place undue reliance on any non IFRS financial information and ratios.

In particular, the following non IFRS financial data is included:

(a) NLBT which means net loss before tax; and

(b) NLPAT which means net loss after tax attributable to shareholders.

7.5 General factors affecting the operating results of the Company

Below is a discussion of the main factors which affected the Company's operations and relative financial performance in FY2015, FY2016 and FY2017 which the Company expect may continue to affect it in the future. The discussion of these general factors is intended to provide a summary only and does not detail all factors that affected the Company's historical operating and financial performance, nor everything which may affect the Company's operations and financial performance in the future.

7.5.1 Management discussion and analysis of the Historical Financial Information

The table below presents the statutory consolidated historical statement of profit or loss and other comprehensive income for FY2015, FY2016 and FY2017 and other non IFRS financial disclosures.

June year end	Audited FY2015 $	Audited FY2016 $	Audited FY2017 $
Revenue	216,587	-	57,135
Other income	-	3,625	5,787
Borrowing costs	(475)	(3,970)	(4,797)
Share based payment expense	-	-	(536,900)
Administrative expenses	(408,376)	(549,927)	(850,883)
NLBT	**(192,264)**	**(550,272)**	**(1,334,455)**
Income tax benefit	-	-	-
NLAT	**(192,264)**	**(550,272)**	**(1,334,455)**
Total comprehensive loss for the period	**(192,264)**	**(550,272)**	**(1,334,455)**

The consolidated historical statement of profit or loss and other comprehensive income have been extracted from the audited financial statements of the Company for FY2015, FY2016 and FY2017.

Revenue and Other income

Revenue recorded in the FY2017 and FY2015 periods totalling $57,135 and $216,587 relates to the sale of products and grants and rebates received. Other income recorded within the three periods FY2015 to FY2017 primarily related to interest received.

Expenses

The Company provided three of the Directors with limited recourse loans to purchase Shares in the Company. In accordance with AASB 2 "Share Based Payments" these have been valued using an option valuation method and recorded as a share based payment expense totalling $537,000.

Administrative expenses in FY2015 included primarily Director's salaries (39%), contractor payments (29%), travel and accommodation (18%) and other expenses (15%).

Administrative expenses in FY2016 included primarily Director's salaries (37%), contractor payments (25%), travel and accommodation (17%) and other expenses (20%). The increase in costs in FY2016 was due to increases in corporate costs in relation to Director and contractor costs.

Administrative expenses in FY2017 included Director's Salaries (32%), contractor payments (20%), travel and accommodation (23%), legal costs (8%) and other expenses (17%). The increase in costs in FY2017 was due to increases in travel and accommodation and legal costs in relation to the Offer.

The table below presents the statutory consolidated historical statement of cash flows for FY2015, FY2016 and FY2017.

June year end	Audited FY2015 $	Audited FY2016 $	Audited FY2017 $
CASH FLOWS FROM OPERATING ACTIVITIES			
Loss before income tax	(192,264)	(550,272)	(1,334,455)
Adjustment for:			
Application monies	-	-	98,000
Share based payments	-	-	536,900
Depreciation of plant and equipment	2,090	259	187
Amortisation of intangible assets	-	26,576	38,055
Operating loss before working capital changes	(190,174)	(523,437)	(661,313)
Changes in working capital:			
Decrease/(increase) in other receivables	(185,932)	(122,687)	260,338
Increase in trade and other payables	11,980	70,305	116,896
Net cash (outflow)/inflows from operating activities	**(364,126)**	**(575,819)**	**(284,079)**
CASH FLOWS FROM INVESTING ACTIVITIES			
Patents and trademarks expenditure	(108,440)	(177,862)	(175,482)
Research and development expenditure	(142,770)	(63,211)	(222,018)
Net cash outflow from investing activities	**(251,210)**	**(241,073)**	**(397,500)**
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from the issue of shares/share options	1,159,495	465,000	1,015,000
Payments for loans and borrowings	(150,000)	-	-
Net cash inflow from financing activities	**1,009,495**	**465,000**	**1,015,000**
Net (decrease)/increase in cash and cash equivalents	**394,159**	**(351,892)**	**333,421**
Cash and cash equivalents at the beginning of the period	134,101	528,260	176,368
Cash and cash equivalents at the end of the period	**528,260**	**176,368**	**509,789**

The consolidated historical statement of cash flows has been extracted from the audited financial statements of the Company for FY2015, FY2016 and FY2017.

Operating cash flows

The Company has continued to incur corporate operating costs over the Historical Period, with no offsetting operational revenue, which is the result of the Company building to develop its products. Non-cash balances affecting operating cash flows include share based payments to directors totalling $537,000 for limited resource loans provided by the Company.

Investing cash flows

The Company incurred costs between FY2015 to FY2017 associated with preparing global patents to secure the exclusive rights for the Company's smart building material technology.

The Company incurred qualifying research and development costs between FY2015 to FY2017 associated with the continued development of the Company's smart building material technology.

Financing cash flows

Between FY2015 to FY2017, the Company completed multiple capital raisings to assist with further developing the Company's smart building material technology.

7.6 Reviewed consolidated historical pro forma statement of financial position at 30 June 2017

The table below sets out the reviewed consolidated historical statement of financial position, the pro forma transactions that have been made (further described in Section 7.8) and the reviewed pro forma statement of financial position as at 30 June 2017. The pro forma statement of financial position is provided for illustrative purposes only and is not represented as being necessarily indicative of the Company's view of its future financial position.

As at 30 June 2017	Section / pro forma adjustment	Company Audited $	Adjustment Min $	Adjustment Max $	Pro Forma Reviewed Min $	Pro Forma Reviewed Max $
ASSETS						
CURRENT ASSETS						
Cash and cash equivalents		509,789	5,096,803	6,096,803	5,606,592	6,606,592
Trade and other receivables		26,605	-	-	26,605	26,605
TOTAL CURRENT ASSETS		**536,394**	**5,096,803**	**6,096,803**	**5,633,197**	**6,633,197**
NON-CURRENT ASSETS						
Property, plant and equipment		756	-	-	756	756
Intangible assets		1,307,910	-	-	1,307,910	1,307,910
TOTAL NON-CURRENT ASSETS		**1,308,666**	**-**	**-**	**1,308,666**	**1,308,666**
TOTAL ASSETS		**1,845,060**	**-**	**-**	**6,941,863**	**7,941,863**
LIABILITIES						
CURRENT LIABILITIES						
Trade and other payables		257,587	697,915	837,915	955,502	1,095,502
TOTAL CURRENT LIABILITIES		**257,587**	697,915	837,915	**955,502**	**1,095,502**
TOTAL LIABILITIES		**257,587**	**697,915**	**837,915**	**955,502**	**1,095,502**
NET ASSETS		**1,587,473**	**4,398,888**	**5,258,888**	**5,986,361**	**6,846,361**

SHAREHOLDERS EQUITY					
Share capital	4,978,646	6,352,955	7,452,955	11,331,601	12,431,601
Share issue costs	-	(661,428)	(801,428)	(661,428)	(801,428)
Option reserve	536,900	2,118,500	2,118,500	2,655,400	2,655,400
Accumulated losses	(3,928,073)	(3,411,139)	(3,511,139)	(7,339,212)	(7,439,212)
TOTAL SHAREHOLDERS EQUITY	**1,587,473**	**4,398,888**	**5,258,888**	**5,986,361**	**6,846,361**

Notes

1. The historical statutory consolidated statement of financial position has been extracted from the audited financial statements of the Company for FY2017.

   The pro forma statement of financial position as at 30 June 2017 reflects the subsequent events and pro forma transactions, the application of the funds from the Offer less the costs associated with the Offer as set out in Section 7.8.

7.7 Subsequent events and the pro forma transactions

The following transactions and events contemplated in this Prospectus which are to take place on or before the completion of the Offer, referred to as the pro forma adjustments, are presented as if they, together with the Offer, had occurred on or before 30 June 2017 and are set out below. With the exception of the pro forma transactions noted below no material transactions have occurred between 30 June 2017 and the date of this Prospectus which the Directors consider require disclosure.

7.8 Reviewed pro forma cash and cash equivalents

The reviewed pro forma cash and cash equivalents have been set out below:

	Pro forma adjustment	Pro Forma Minimum $	Pro Forma Maximum $
Audited cash and cash equivalents at 30 June 2017		**509,789**	**509,789**
Subsequent events:			
Operating expenses incurred from 1 July to 31 December 2017	7.8(a)	(534,265)	(534,265)
Payments for plant and equipment	7.8(b)	(110,843)	(110,843)
Payments for patents	7.8(c)	(115,812)	(115,812)
Receipt of research and development grant	7.8(d)	200,570	200,570
Revenue receipted from 1 July to 31 December 2017	7.8(e)	237,999	237,999
Capital raising	7.8(f)	448,000	448,000
Capital raising costs	7.8(f)	(29,760)	(29,760)
Loan proceeds received	7.8(g)	200,000	200,000
		805,677	**805,677**
Pro forma transactions:			
Proceeds from shares issued under the Offer	7.8(i)	5,000,000	6,000,000
Payments made relating to the costs of the Offer	7.8(j)	(199,087)	(199,087)

Pro forma cash and cash equivalents	**5,606,592**	**6,606,592**

Subsequent Events:

a) Operating expenses incurred between 30 June 2017 and 31 December 2017 totalled $534,265 relating to the working capital requirements of the Company;

b) Payments relating to property and equipment purchased during the year totalled $110,843. Costs associated with purchased plant and equipment have not been capitalised as the Company received a research and development grant relating to the cost;

c) Payments relating to purchased patent cost during the year totalled $115,812. Costs associated with purchased patent costs have not been capitalised as the Company received a research and development grant relating to the cost;

d) Revenue from research and development grants received totalled $200,570;

e) Revenue and other revenue received between 30 June 2017 and 31 December 2017 totalled $237,998 relating to product income and interest received;

f) The Company completed a capital raising between 30 June 2017 and 31 December 2017 totalling $448,000, this included $29,760 in capital raising costs;

g) The Company received a short-term loan totalling $200,000; and

h) The issue of 13,000,000 Performance Shares to the value of $1,816,000 to two of the Directors of the Company on achievement of certain milestones.

Pro forma transactions:

i) "The Offer": the issue of a minimum of 25,000,000 Shares at an issue price of $0.20 each to raise $5,000,000 and a maximum of 30,000,000 Shares at an issue price of $0.20 each to raise $6,000,000 under the Offer; and

j) "Offer costs": total cash expenses associated with the Offer (including broking, legal, accounting and administrative fees as well as printing, advertising and other expenses) are estimated to be at a minimum of $724,000 and a maximum of $795,000 (inclusive of GST) under the Offer. Approximately $135,000 of these costs was expensed, the remaining costs have been capitalised against equity. Approximately at a minimum $524,913 and a maximum $595,913 of these Offer costs remain unpaid at 31 December 2017. No GST has been assumed to be recoverable. No deferred tax asset has been recognised in relation to the Offer costs due to the uncertainty of when profits will be generated in the future.

k) "Issue of advisors' options": the issue of 2,500,000 million Options to the value $302,500 to the Lead Manager on completion of the Offer.

l) "Promoter Shares": the issue at a minimum of approximately 4,524,776 Shares valued at $904,955 and at a maximum of approximately 5,024,776 Shares valued at $1,004,955 to the Company's corporate advisor (and nominees) on completion of the Offer.

7.9 Share capital

The reviewed pro forma share capital has been set out below:

	Pro forma adjustment	**Pro Forma Minimum $**	**Pro Forma Maximum $**
Audited share capital at 30 June 2017		4,978,646	4,978,646
Subsequent events:			

Pre IPO Capital raising	7.8(f)	448,000	448,000
Pro forma transactions:			
Fair value of the shares issued under the Offer	7.8(i)	5,000,000	6,000,000
Corporate advisory shares	7.8(l)	904,955	1,004,955
Pro forma share capital		**11,331,601**	**12,431,601**

7.10 Number of shares

	Pro forma adjustment	Pro Forma Minimum no. of shares	Pro Forma Maximum no. of shares
Audited number of shares issued at 30 June 2017		**61,433,024**	**61,433,024**
Subsequent events:			
Pre IPO Capital raising	7.8(f)	4,062,500	4,062,500
Pro forma transactions:			
Shares issued under the Offer	7.8(i)	25,000,000	30,000,000
Corporate advisory shares	7.8(l)	4,524,776	5,024,776
Pro forma share capital		**95,020,300**	**100,520,300**

7.11 Reserves

The reviewed pro forma reserves have been set out below:

	Pro forma adjustment	Pro Forma Minimum $	Pro Forma Maximum $
Audited reserves at 30 June 2017		**536,900**	**536,900**
Subsequent events:			
Performance Shares issued to Directors	7.8(h)	1,816,000	1,816,000
Pro forma transactions:			
Option issued to the Lead Manager	7.8(k)	302,500	302,500
Pro forma reserves		**2,655,400**	**2,655,400**

7.12 Accumulated losses

The reviewed pro forma accumulated losses have been set out below:

	Pro forma adjustment	Pro Forma Minimum $	Pro Forma Maximum $
Audited accumulated losses at 30 June 2017		**(3,928,073)**	**(3,928,073)**
Subsequent events:			
Operating expenses incurred from 1 July to 31 December 2017	7.8(a)	(691,252)	(691,252)

Revenue receipted from 1 July to 31 December 2017	7.8(b)	237,998	237,998
Receipt of research and development grants	7.8(d)	200,570	200,570
Performance Shares issued to Directors	7.8(h)	(1,816,000)	(1,816,000)
		(5,996,757)	(5,996,757)
Pro forma transactions:			
Option issued to the Lead Manager	7.8(g)	(302,500)	(302,500)
Costs expensed under the Offer	7.8(f)	(135,000)	(135,000)
Corporate advisory Shares	7.8(l)	(904,955)	(1,004,955)
Pro forma accumulated losses		**(7,339,212)**	**(7,439,212)**

7.13 Accounting policies

(a) Basis of preparation

The financial information has been prepared in accordance with Australian Accounting Standards, other authoritative pronouncements of the Australian Accounting Standards Board, Australian Accounting Interpretations and the Corporations Act. The financial information has been prepared on an accruals basis and are based on historical costs and do not take into account changing money values or, except where stated, current valuations of non-current assets. Cost is based on the fair values of the consideration given in exchange for assets.

(b) Going concern

The financial statements for FY2017 have been prepared on the basis that the Company will continue to meet its commitments and can therefore continue its normal business activities and the realisation of assets and settlement of liabilities in the ordinary course of business.

The Company has reported a net loss attributable to members for the period of $1.334 million, cash outflows from operating activities of $0.918 million, current assets at the end of the period of $0.5 million and current liabilities of $0.2 million.

The Directors believe that there are reasonable grounds to believe that the Company will be able to continue as a going concern, after consideration of the following factors:

(i) upon completion of the Offer, the Company will issue up to a minimum of 25,000,000 shares or a maximum of 30,000,000 shares at an issue price of $0.20 per share under the Prospectus to raise a minimum of $5 million and a maximum up to $6 million; and

(ii) the Directors are confident that, subject to the achievement of the above matters, the Company will be able to continue its operations as a going concern.

(c) Property, Plant and Equipment

Property, plant and equipment are initially recorded at the cost of acquisition or fair value less, if applicable, any accumulated depreciation and impairment losses. Property, plant and equipment that has been

contributed at no cost, or for nominal cost, is valued and recognised at the fair value of the asset at the date it is acquired. The property, plant and equipment are reviewed annually by directors to ensure that the carrying amount is not in excess of the recoverable amount from these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the utilisation of the assets and the subsequent disposal. The expected net cash flows have been discounted to their present values in estimating recoverable amounts.

Increases in the carrying amount of land and buildings arising on revaluation are credited in equity to a revaluation surplus. Decreases against previous increases of the same asset are charged against fair value reserves in equity. All other decreases are charged to profit or loss.

Any accumulated depreciation at the date of revaluation is offset against the gross carrying amount of the asset and the net amount is restated to the revalued amount of the asset.

Depreciation is computed on a straight-line basis over the estimated useful lives of the assets as follows:

Office equipment	**1 to 3 years**

The carrying values of property, plant and equipment are reviewed for impairment when events or changes in circumstances indicate that the carrying value may not be recoverable.

The residual value, useful life and depreciation method are reviewed at the end of each financial year to ensure that the amount, method and period of depreciation are consistent with previous estimates and the expected pattern of consumption of the future economic benefits embodied in the items of property, plant and equipment.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss on derecognition of the asset is included in profit or loss in the year the asset is derecognised.

(d) **Intangible Assets**

Intangible assets acquired separately are measured initially at cost. The cost of intangible assets acquired in a business combination is their fair value as at the date of acquisition. Following intimal acquisition, intangible assets are carried at cost less any accumulated amortisation and any accumulated impairment losses. Internally generated intangible assets, excluding capitalised development costs, are not capitalised and expenditure is reflected in profit or loss in the year in which the expenditure us incurred.

The useful lives of intangible assets are assessed as either finite or indefinite.

Intangible assets with finite useful lives are amortised over the estimated useful lives and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method are reviewed at least as each financial year end. Changes in the expected useful life or the expected pattern of consumption of future amortisation period or method, as appropriate,

and are treated as changes in accounting estimates. The amortisation expense on intangible assets with finite useful lives is recognised in profit or loss in the expense category consistent with the function of the intangible asset.

Intangible assets with indefinite useful lives or not yet available for use are tested for impairment annually, or more frequently if the events and circumstances indicate that the carrying value may be impaired either individually or at the cash-generating unit level. Such intangible assets are not amortised. The useful life of an intangible asset with an indefinite useful life is reviewed annually to determine whether the useful life assessment continues to be supportable. If not, the change in useful life from indefinite to finite is made on a prospective basis.

Gains or losses arising from de-recognition of an intangible asset are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognised in profit or loss when the asset is derecognised.

(i) **Patents and Trademarks**

During the year ended 30 June 2017, the Company has changed its accounting policy on patents and trademarks, from infinite to finite useful lives. Patents and trademark would be amortised over 20 years from the date of purchase. The change in accounting policy has been applied retrospectively in accordance with the Australian Accounting Standards Board 101 (AASB) presentation of financial statements.

(ii) **Research and Development**

Research costs are expensed as incurred. Deferred development costs arising from development expenditures on individual projects are recognised as an intangible asset when the Company can demonstrate the technical feasibility of completing the intangible asset so that it will be available for use or sale, its intention to complete and its ability benefits, the availability of resources to complete and the ability to measure reliably the expenditures during the development.

Following initial recognition of the deferred development costs as an intangible asset, it is carried at cost less any accumulated impairment losses. Amortisation of the intangible asset begins when development is complete and the asset is available for use.

(e) **Financial Assets**

Initial recognition and measurement

Financial assets are recognised when, and only when, the Company becomes a party to the contractual provisions of the financial instrument. The Company determines the classification of its financial assets at initial recognition.

When financial assets are recognised initially, they are measured at fair value, plus, in the case of financial assets not at fair value through profit or loss, directly attributable transaction costs.

Subsequent measurement

The subsequent measurement of financial assets depends on their classification as follows:

Loans and receivables

Non-derivative financial assets with fixed or determinable payments that are not quoted in an active market are classified as loans and receivables. Subsequent to initial recognition, loans and receivables are measured at amortised cost using the effective interest method, less impairment. Gains and losses are recognised in profit or loss when the loans and receivables are derecognised or impaired, and through the amortisation process.

Loans and receivables comprise other receivables, bank balances and loan receivables.

De-recognition

A financial asset is derecognised where the contractual right to receive cash flows from the asset has expired. On de-recognition of a financial asset in its entirety, the difference between the carrying amount and the sum of the consideration received and any cumulative gain or loss that had been recognised in other comprehensive income is recognised in profit or loss.

(f) **Impairment of financial assets**

The Company assesses at each reporting date whether there is any objective evidence that a financial asset is impaired.

Financial assets carried at amortised cost

For financial assets carried at amortised cost, the Company first assesses whether objective evidence of impairment exists individually for financial assets that are individually significant, or collectively for financial assets that are not individually significant. If the Company determines that no objective evidence of impairment exists for an individually assessed financial asset, whether significant or not, it includes the asset in a group of financial assets with similar credit risk characteristics and collectively assesses them for impairment. Assets that are individually assessed for impairment and for which an impairment loss is, or continues to be recognised are not included in a collective assessment of impairment.

If there is objective evidence that an impairment loss on financial assets carried at amortised cost has been incurred, the amount of the loss is measured as the difference between the asset's carrying amount and the present value of estimated future cash flows discounted at the financial asset's original effective interest rate. If a loan has a variable interest rate, the discount rate for measuring any impairment loss is the current effective interest rate. The carrying amount of the asset is reduced through the use of an allowance account. The impairment loss is recognised in profit or loss.

When the asset becomes uncollectible, the carrying amount of impaired financial assets is reduced directly or if an amount was charged to the

allowance account, the amounts charged to the allowance account are written off against the carrying value of the financial assets.

To determine whether there is objective evidence that an impairment loss on financial assets has been incurred; the Company considers factors such as the probability of insolvency or significant financial difficulties of the debtor and default or significant delay in payments.

If in a subsequent year, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment was recognised, the previously recognised impairment loss is reversed to the extent that the carrying amount of the asset does not exceed its amortised cost at the reversal date. The amount of reversal is recognised in the profit or loss.

(g) **Financial liabilities**

Initial recognition and measurement

Financial liabilities are recognised when, and only when, the Company becomes a party to the contractual provision of the financial instrument. The Company determines the classification of its financial liabilities at initial recognition.

All financial liabilities are recognised initially at fair value plus in the case of financial liabilities not at fair value through profit or loss, directly attributable transaction costs.

Subsequent measurement

After initial recognition, financial liabilities that are not carried at fair value through profit or loss are subsequently measured at amortised cost using the effective interest method. Gains and losses are recognised in profit or loss when the liabilities are derecognised, and through the amortisation process.

Such financial liabilities comprise trade and other payables.

De-recognition

A financial liability is de-recognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such as exchange or modification is treated as a de-recognition of the original liability and the recognition of a new liability, and the difference in the respective carrying amounts is recognised in profit or loss.

Impairment of non-financial assets

At each reporting date, the directors review the carrying values of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the assets fair value less costs to sell and value in use, is compared to the asset's carrying value. Any excess of the assets carrying value over its recoverable amount is recognised in profit or loss.

Impairment testing is performed annually for intangible assets with indefinite lives.

Where it is not possible to estimate the recoverable amount of an individual asset, an estimate is made of the recoverable amount of the cash-generating unit to which the asset belongs.

(h) **Cash and cash equivalents**

Cash and cash equivalents include cash on hand, deposits held on call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts.

(i) **Goods and services tax**

Transactions are recognised net of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (**ATO**).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

(j) **Income tax**

The charge for current income tax expenses is based on the profit for the year adjusted for any non-assessable or disallowed items. It is calculated using tax rates that have been enacted or are substantively enacted by the end of each financial year.

Deferred tax is accounted for using the balance sheet liability method in respect of temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. No deferred income tax will be recognised from the initial recognition of an asset or liability, excluding business combination, where there is no effect on accounting or taxable profit or loss.

Deferred tax is calculated at the tax rates that are expected to apply to the period when the asset is realised or liability is settled. Deferred tax is credited in profit and loss except where it relates to items that may be credited directly to equity, in which case the deferred tax is adjusted directly against equity.

Deferred income tax assets are recognised to the extent that it is probable that future tax profits will be available against which deductible temporary differences can be utilised.

The amount of benefits brought to account or which may be realised in the future is based on the assumption that no adverse change will occur in income tax legislation and the anticipation that the economic entity will derive sufficient future assessable income to enable the benefit to be realised and comply with the conditions of deductibility imposed by the law.

(k) **Grants**

Grant revenue is recognised in the income statement when the entity receives the grant, when it is probable that the entity will receive the

economic benefits of the grant and the amount can be reliably measured.

If the grant has conditions attached which must be satisfied before the entity is eligible to receive the grant, the recognition of the revenue will be deferred until those conditions are satisfied.

Where the entity incurs an obligation to deliver economic value back to the grant contributor, the transaction is considered a reciprocal transaction and the revenue is recognised as a liability in the statement of financial position until the required service has been completed, otherwise the income is recognised on receipt.

The Company receives non-reciprocal contributions of assets from the government and other parties for a nominal of zero value. These assets are recognised at their fair value on the date of acquisition in the statement of financial position, with an equivalent amount of income recognised in the income statement.

Donations and bequests are recognised as revenue when received.

(l) **Government grants**

Government grants received are recognised as revenue on a basis to match the recognition of revenue with costs incurred in the project. The design, development and trials extend over a 5 year period and revenue from the government grant has been recognised on a straight line basis over that year.

(m) **Critical accounting estimates and judgements**

When preparing the financial report, management undertakes a number of judgements, estimates and assumptions about the recognition and measurement of assets, liabilities, income and expenses.

The management is of the opinion that there are no significant judgments made (other than those involving estimates) in applying accounting policies that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.

Information about estimates and assumptions that have the most significant effect on recognition and measurement of assets, liabilities, income and expenses is provided below. Actual results may be substantially different.

Impairment of intangible assets

Intangible assets are reviewed for impairment whenever there is an indication that these assets may be impaired. The Company considers the guidance of AASB 136 in assessing whether there is any indication that an item of the above assets may be impaired. This assessment requires management's judgement.

If any such indication exists, the recoverable amount of the assets is estimated to ascertain the amount of impairment loss. The recoverable amount is defined as the higher of the fair value less cost to sell and value in use.

In determining the value in use of assets, the Company applies a discounted cash flow model where the future cash flows derived from such assets are discounted at an appropriate rate. Forecasts of future cash flow are estimated based on financial budgets and forecasts approved by the management.

Based on management's assessment, there is no indication of impairment as at the end of the reporting period.

Useful lives of intangible assets

The Company reviews the appropriateness of the useful lives and residual values of intangible assets at the end of each reporting period. Changes in the expected level of usage and technological developments could impact the economic useful lives and residual values of these assets. Where there is a material change in the useful lives and residual values of intangible assets, such a change may impact the future amortisation charge in the financial year in which the change arises.

7.14 Independent Limited Assurance Report

Grant Thornton
An instinct for growth™

Board of Directors
ClearVue Technologies Limited
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West Perth WA 6005

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Perth WA 6000

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E info.wa@au.gt.com
W www.grantthornton.com.au

26 February 2018

Dear Directors,

INDEPENDENT LIMITED ASSURANCE REPORT AND FINANCIAL SERVICES GUIDE

Introduction

We have been engaged by ClearVue Technologies Limited ("ClearVue", or the "Company") to report on the Historical and Pro forma Financial Information included in a Prospectus (the "Prospectus") to be dated on or about 26 February 2018 to be issued by ClearVue in respect to the offer of new shares in the Company ("Offer").

Grant Thornton Corporate Finance Pty Ltd ("Grant Thornton Corporate Finance") holds an Australian Financial Services Licence (AFS Licence Number 247140). This report is both an Independent Limited Assurance Report, the scope of which is set out below, and a Financial Services Guide, as attached at **Appendix A**.

Expressions defined in the Prospectus have the same meaning in this report, unless otherwise specified.

Scope of this Report

You have requested Grant Thornton Corporate Finance to review the following Historical and Pro Forma Financial Information included in the Prospectus.

The Historical and Pro Forma Financial Information is presented in an abbreviated form insofar as it does not include all of the presentation and disclosures required and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in Australia in accordance with the Corporations Act 2001.

Our limited assurance engagement has not been carried out in accordance with auditing or other standards and practices generally accepted in any jurisdiction outside of Australia and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

Grant Thornton Corporate Finance Pty Ltd ABN 59 003 265 987 ACN 003 265 987
a subsidiary or related entity of Grant Thornton Australia Ltd ABN 41 127 556 389

Holder of Australian Financial Services Licence No. 247140

'Grant Thornton' refers to the brand under which the Grant Thornton member firms provide assurance, tax and advisory services to their clients and/or refers to one or more member firms, as the context requires. Grant Thornton Australia Ltd is a member firm of Grant Thornton International Ltd (GTIL). GTIL and the member firms are not a worldwide partnership. GTIL and each member firm is a separate legal entity. Services are delivered by the member firms. GTIL does not provide services to clients. GTIL and its member firms are not agents of, and do not obligate one another and are not liable for one another's acts or omissions. In the Australian context only, the use of the term 'Grant Thornton' may refer to Grant Thornton Australia Limited ABN 41 127 556 389 and its Australian subsidiaries and related entities. GTIL is not an Australian related entity to Grant Thornton Australia Limited.

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Historical and Pro Forma Financial Information

The Historical and Pro Forma Financial Information of ClearVue, as set out in the Prospectus comprises:

- Summary historical pro forma profit or loss and other comprehensive income statements for the group for the 12 months ended 30 June 2015 ("FY2015"), 12 months ended 30 June 2016 ("FY2016"), and 12 months ended 30 June 2017 ("FY2017");
- Summary historical pro forma aggregated statements of cash flow for the group for FY2015, FY2016, and FY2017;
- Historical statutory consolidated statement of financial position for ClearVue Technologies Limited as at 30 June 2017; and
- The historical pro forma consolidated statement of financial position as at 30 June 2017 which assumes completion of the proposed transactions outlined in **paragraph 7** of the 'Financial Information' section which includes the Offer (the 'Pro Forma Transactions') as though they had occurred on that date.

(Hereafter the "Historical and Pro Forma Financial Information").

The Historical and Pro Forma Financial Information presented in the Financial Information section includes the following entities historical financial performance:

- ClearVue Technologies Limited;
- ClearVue International Pty Ltd; and
- ClearVue USA Inc.

The Historical Financial Information of ClearVue Technologies Limited has been extracted from the audited consolidated financial statements for the year ended 30 June 2017. No other pro forma adjustments have been made to the historical reviewed financial statements.

The historical consolidated financial statements of ClearVue Technologies Limited for the years ended 30 June 2015, 30 June 2016 and 30 June 2017 were audited by TKNP International. An unqualified opinion was issued.

ClearVue International Pty Ltd and ClearVue USA Inc. are dormant companies.

The stated basis of preparation is the recognition and measurements principles contained in the International Financial Reporting Standards ("IFRS") and ClearVue's adopted accounting principles applied to the Historical and Pro Forma Financial Information.

This report has been prepared for inclusion in the Prospectus. Grant Thornton Corporate Finance disclaim any assumption of responsibility for any reliance on this report or on the Financial Information to which this report relates for any purpose other than the purposes for which it was prepared. This report should be read in conjunction with the Prospectus.

Directors' Responsibility

The Directors of ClearVue Technologies Limited are responsible for the preparation and presentation of the Historical and Pro Forma Financial Information.

This responsibility also includes compliance with applicable laws and regulations and for such internal controls as the Directors determine necessary to enable the preparation of the Historical and Pro Forma Financial Information that are free from material misstatement.

Our Responsibility

Our responsibility is to express a limited assurance conclusion on the Historical and Pro Forma Financial Information based on the procedures performed and evidence we have obtained. We have conducted our engagement in accordance with the Standard on Assurance Engagements ASAE 3420: *"Assurance Engagements to Report on the Compilation of Pro Forma Historical Pro Forma Financial Information"* and ASAE 3450: "*Assurance Engagements involving Corporate Fundraisings and/ or Prospective Historical Pro Forma Financial Information".* Our procedures consisted of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and review procedures applied to the accounting records in support of the Historical and Pro Forma Financial Information.

These procedures are substantially less in scope than an audit conducted in accordance with Australian Auditing Standards, and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in an audit. We have not performed an audit and, accordingly, we do not express an audit opinion on the Historical and Pro Forma Financial Information.

Our engagement did involve re-issuing previously issued audit reports on the 30 June 2017 financial statements used as a source of the Historical and Pro Forma Financial Information. The following adjustments were recognised in the re-issued financial statements for the year ended 30 June 2017:

	Original 30 June 2017 signed Financial statements	Adjustment	Re-issued 30 June 2017 Financial Statements
Statement of profit or loss and other comprehensive income			
Revenue	57,135	-	**57,135**
Other income	5,787	-	**5,787**
Expenses	(781,877)	(615,500)	**(1,397,377)**
Profit before tax	(718,955)	(615,500)	**(1,334,455)**
Income tax expense	-		**-**
Profit after tax	(718,955)	(615,500)	**(1,334,455)**
Total comprehensive income	-	-	**-**
Loss for the year, representing total comprehensive loss for the year	(718,955)	(615,500)	**(1,334,455)**

	Original 30 June 2017 signed Financial statements	Adjustment	Re-issued 30 June 2017 Financial Statements
Statement of financial position			
Current assets	536,394	-	**536,394**
Non-current assets	1,751,166	(442,500)	**1,307,910**
Total assets	2,287,560	(442,500)	**1,844,304**
Current liabilities	257,587	-	**257,587**
Non-Current liabilities	-	-	**-**
Total Liabilities	257,587	-	**257,587**
Net assets	2,029,973	(442,500)	**1,587,473**
Equity			
Share capital	5,342,546	(363,900)	**4,978,646**
Option Reserve	-	536,900	**536,900**
Retained earnings	(3,312,573)	(615,500)	**(3,928,073)**
Total equity	2,029,973	(442,500)	**1,587,473**

An adjustment for previously recognised director loans provided by the company for directors to purchase shares in ClearVue Technologies Limited (value of the loans previously recognised was $442k) was made to record the limited recourse loans as a share based payment in accordance with AASB 2 "Share based payments". The total value of the share based payment provided was $537k. In addition the company recognised $78k in relation to previously unrecognised share based payments for capital raising services provided by a corporate advisor.

Conclusion

Historical and Pro Forma Financial Information

Based on our independent review, which is not an audit, apart from the matters highlighted above, nothing has come to our attention which causes us to believe that the Historical and Pro Forma Financial Information of ClearVue Technologies Limited described in the "Financial Information" section of the Prospectus does not present fairly:

- Summary historical pro forma aggregated profit or loss and other comprehensive income statements for the group for FY2015, FY2016, and FY2017;
- Summary historical pro forma aggregated statements of cash flow for the group for FY2015, FY2016, and FY2017;
- Historical statutory consolidated statement of financial position for ClearVue Technologies Limited as at 30 June 2017; and
- The pro forma transactions set out in paragraph 7.8 of the 'Financial Information' section are a reasonable basis for the historical pro forma consolidated statement of financial position as at 30 June 2017;

in accordance with the measurement and recognition requirements (but not all of the presentation and disclosure requirements) of applicable Accounting Standards and other mandatory professional reporting requirements under the IFRS as if the Pro Forma Transactions set out in in **paragraph 7.8** of the 'Financial Information' section had occurred at 30 June 2017.

We have assumed, and relied on representations from certain members of management of ClearVue Technologies Limited, that all material information concerning the historical operations of ClearVue Technologies Limited has been disclosed to us and that the information provided to us for the purpose of our work is true, complete and accurate in all respects. We have no reason to believe that those representations are false.

Restriction on Use

Without modifying our conclusion, we draw attention to the "Financial Information" section, which describes the purpose of the Historical and Pro Forma Financial Information, being for inclusion in the Prospectus. As a result, the Historical and Pro Forma Financial Information may not be suitable for use for another purpose.

Consent

Grant Thornton Corporate Finance has consented to the inclusion of this Independent Limited Assurance Report in the Prospectus in the form and context in which it is included.

Liability

The liability of Grant Thornton Corporate Finance is limited to the inclusion of this report in the Prospectus. Grant Thornton Corporate Finance makes no representation regarding, and has no liability, for any other statements or other material in, or omissions from the Prospectus.

Independence or Disclosure of Interest

Grant Thornton Corporate Finance does not have any pecuniary interests that could reasonably be regarded as being capable of affecting its ability to give an unbiased conclusion in this matter. Grant Thornton Corporate Finance will receive a professional fee for the preparation of this Independent Limited Assurance Report.

Yours faithfully
GRANT THORNTON CORPORATE FINANCE PTY LTD





Harley Mitchell
Partner and Authorised Representative

Carina Becker
Partner – Audit and Assurance

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Appendix A (Financial Services Guide)

This Financial Services Guide is dated 26 February 2018.

1 About us

Grant Thornton Corporate Finance Pty Ltd (ABN 59 003 265 987, Australian Financial Services Licence no 247140) ("Grant Thornton Corporate Finance") has been engaged by ClearVue Technologies Limited, ("ClearVue", or the "Company") to provide general financial product advice in the form of an Independent Limited Assurance Report (the Report) to accompany the Historical Pro Forma Financial Information for the purpose of pre quotation disclosure prior to admission to the Australian Securities Exchange. You have not engaged us directly but have been provided with a copy of the report as a retail client because of your connection to the matters set out in the report.

2 This Financial Services Guide

This Financial Services Guide ("FSG") is designed to assist retail clients in their use of any general financial product advice contained in the report. This FSG contains information about Grant Thornton Corporate Finance generally, the financial services we are licensed to provide, the remuneration we may receive in connection with the preparation of the report, and how complaints against us will be dealt with.

2 Financial services we are licensed to provide

Our Australian financial services licence allows us to provide a broad range of services, including providing financial product advice in relation to various financial products such as securities and superannuation products and deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of securities and superannuation products.

3 General financial product advice

The report contains only general financial product advice. It was prepared without taking into account your personal objectives, financial situation or needs. You should consider your own objectives, financial situation and needs when assessing the suitability of the report to your situation. You may wish to obtain personal financial product advice from the holder of an Australian Financial Services Licence to assist you in this assessment.

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Grant Thornton Corporate Finance does not accept instructions from retail clients. Grant Thornton Corporate Finance provides no financial services directly to retail clients and receives no remuneration from retail clients for financial services. Grant Thornton Corporate Finance does not provide any personal retail finance product advice directly to retail investors nor does it provide market related advice directly to retail investors.

4 Fees, commissions and other benefits we may receive

Grant Thornton Corporate Finance charges fees to produce reports, including the report. These fees are negotiated and agreed with the entity who engages Grant Thornton Corporate Finance to provide a report. Fees are charged on an hourly basis or as a fixed amount depending on the terms of the agreement with the person who engages us. In the preparation of this report, Grant Thornton Corporate Finance will receive from the Company a fee of $15,000 plus GST which is based on commercial rates plus reimbursement of out of pocket expenses.

Partners, Directors, employees or associates of Grant Thornton Corporate Finance, and related bodies corporate, may receive dividends, salary or wages from Grant Thornton Australia Ltd. None of those persons or entities receives non-monetary benefits in respect of, or that is attributable to the provision of the services described in this FSG.

5 Referrals

Grant Thornton Corporate Finance including its Partners, Directors, employees or associates and related bodies corporate, does not pay commissions or provide any other benefits to any person for referring customers to us in connection with the reports that we are licenced to provide.

6 Associations with issuers of financial products

Grant Thornton Corporate Finance and its Partners, Directors, employees or associates and related bodies corporate may from time to time have associations or relationships with the issuers of financial products. For example, Grant Thornton Audit Pty Ltd may be the auditor of, or provide financial services to the issuer of a financial product and Grant Thornton Corporate Finance may provide financial services to the issuer of a financial product in the ordinary course of its business.

In the context of the report, Grant Thornton Corporate Finance considers that there are no such associations or relationships which influence in any way the services described in this FSG.

7 Complaints

Grant Thornton Corporate Finance has an internal complaint handling mechanism and is a member of the Financial Ombudsman Service (membership no. 11800). All complaints must be in writing and addressed to the National Head of Corporate Finance at Grant Thornton Corporate Finance. We will endeavour to resolve all complaints within 30 days of receiving the complaint.

If the complaint has not been satisfactorily dealt with, the complaint can be referred to the Financial Ombudsman Service who can be contacted at:

GPO Box 3
Melbourne, VIC 3001
Telephone: 1800 367 287

Grant Thornton Corporate Finance is only responsible for the report and FSG. Grant Thornton Corporate Finance will not respond in any way that might involve any provision of financial product advice to any retail investor.

8 Compensation arrangements

Grant Thornton Corporate Finance has professional indemnity insurance cover under its professional indemnity insurance policy. This policy meets the compensation arrangement requirements of section 912B of the Corporations Act, 2001.

9 Contact Details

Grant Thornton Corporate Finance can be contacted by sending a letter to the following address:

National Head of Corporate Finance
Grant Thornton Corporate Finance Pty Ltd
Level 17, 383 Kent Street
Sydney, NSW, 2000

8. BOARD, MANAGEMENT AND INTERESTS

8.1 Directors and key personnel

The Board of the Company consists of:

(a) **Mr Victor Rosenberg** – *Executive Chairman;*

(b) **Mr Jamie Lyford** – *Executive Director;*

(c) **Mr Sean Rosenberg** – *Non-Executive Director;*

(d) **Mr Ivan Wu** – *Non-Executive Director; and*

(e) **Mr Stuart Carmichael** – *Non-Executive Director*

Other senior management positions held by the Company are Mr Kim Harmer appointed as Technical Officer, and Mr Brett Tucker appointed as Company Secretary.

The Advisory Board of the Company consists of Messrs Kamal Alameh, Kevin Okamoto, Albert Abut and Folco Faber.

The biographies for all of these parties are contained in Section 3.

The Company is aware of the need to have sufficient management to properly supervise its operations and the Company has, or will in the future have, an interest and the Board will continually monitor the management roles in the Company. As the Company's activities require an increased level of involvement the Board will look to appoint additional management and/or consultants when and where appropriate to ensure proper management of the Company's activities.

8.2 Disclosure of Interests

Interests in Securities

Directors are not required under the Company's Constitution to hold any Shares to be eligible to act as a director. As at the date of this Prospectus, the Directors and Advisory Board Members have relevant interests in Securities as follows:

Director/Advisory Board Member	Shares	Performance Shares	Options[5]
Victor Rosenberg	22,660,099[1]	10,000,000[3]	22,660,099[1]
Jamie Lyford	3,550,000[2]	3,000,000[4]	3,550,000[2]
Sean Rosenberg	750,000	Nil	750,000
Ivan Wu	Nil	Nil	Nil
Stuart Carmichael	Nil	Nil	Nil
Kamal Alameh	250,000	Nil	Nil
Kevin Okamoto	Nil	Nil	Nil
Albert Abut	250,000	Nil	Nil
Folco Faber	250,000	Nil	Nil

Notes:

1. 19,513,593 Shares and 19,513,593 Options are held by Luminate Pty Ltd, a company controlled by Victor Rosenberg, and 3,146,506 Shares and 3,146,506 Options are held by Victor Rosenberg directly.
2. 3,550,000 Shares and 3,550,000 Options are held by Elevation Ventures Pty Ltd as trustee of a trust for which Mr Lyford is a beneficiary.
3. Comprising of 1,000,000 Class A Performance Shares, 3,000,000 Class B Performance Shares and 6,000,000 Class C Performance Shares. Refer to Section 11.4 for the full terms and conditions of these Performance Shares.
4. Comprising of 1,000,000 Class D Performance Shares, 1,000,000 Class E Performance Shares and 1,000,000 Class F Performance Shares. Refer to Section 11.4 for the full terms and conditions of these Performance Shares.
5. Each of these Options has an exercise price of $0.25 and an expiry date of 21 June 2021.

Following the successful completion of the Offer (assuming full oversubscriptions), the Directors and Advisory Board Members will have relevant interests in Securities as follows:

Director/Advisory Board Member	Shares	Performance Shares	Options
Victor Rosenberg	22,660,099	10,000,000	22,660,099
Jamie Lyford	3,550,000	3,000,000	3,550,000
Sean Rosenberg	750,000	Nil	750,000
Ivan Wu	2,137,388[6]	Nil	Nil
Stuart Carmichael[7]	500,000	Nil	2,500,000
Kamal Alameh[8]	250,000	Nil	Nil
Kevin Okamoto[8]	Nil	Nil	Nil
Albert Abut[8]	250,000	Nil	Nil
Folco Faber[8]	250,000	Nil	Nil

6. The Company has agreed to issue ICW Capital (a business controlled by Ivan Wu) with such amount of Shares which equals 5% of the total issued share capital of the Company on the date the Company is admitted to the Official List pursuant to the Corporate Advisory Mandate summarised in Section 10.10. 4,774,776 Shares will be issued assuming the Company raises full oversubscriptions. Irrespective of the actual amount raised under the Offer, ICW Capital has agreed that 500,000 of these Shares will be issued to Ventnor Capital Pty Ltd (a related body corporate of the Lead Manager) (or its nominees) with the balance of the Shares to be shared equally between ICW Capital (or nominees) and non-related party promoters of the Company.
7. Stuart Carmichael controls the Lead Manager which will be issued 2,500,000 Options under the Lead Manager Mandate. Further, as noted above, 500,000 Shares will be issued to Ventnor Capital (or its nominees), a company controlled by Stuart Carmichael, which are to be issued pursuant to the Company's Corporate Advisory Mandate with ICW Capital.
8. The Company has also agreed to issue a total of 1,312,500 Shares to its four Advisory Board Members as follows: 250,000 Shares to Kevin Okamoto after the Company is admitted to the Official List, 125,000 Shares to each Member on 30 May 2018, 125,000 Shares to each Member on 30 September 2018 and 62,500 Shares to Albert Abut on 30 December 2018.

Remuneration

Details of the Directors' remuneration for the previous two completed and current financial years (on an annualised basis) are set out in the table below:

Director/Advisory Board Member	Remuneration for the year ended 30 June 2016	Remuneration for the year ended 30 June 2017	Proposed annual remuneration for year ended 30 June 2018
Victor Rosenberg	$193,000	$199,000	$200,000
Jamie Lyford	Nil	Nil	$170,000
Sean Rosenberg	Nil	Nil	$48,000
Ivan Wu[1]	Nil	Nil	$48,000
Stuart Carmichael[2]	Nil	Nil	$48,000
Kamal Alameh	Nil	Nil	Nil
Kevin Okamoto	Nil	Nil	Nil
Albert Abut	Nil	Nil	Nil
Folco Faber	Nil	Nil	Nil

Notes:

1. ICW Capital, a business controlled by Ivan Wu, will also be paid a monthly fee of $12,000 from 23 January 2017 until the date the Company is admitted to the Official List of ASX and has been paid $11,000 as a selling fee in respect of a seed capital raising undertaken by the Company pursuant to a Corporate Advisory Mandate with the Company.
2. The Lead Manager, a company controlled by Stuart Carmichael will also be paid a monthly corporate advisory fee of $3,000 for a period of 6 months, a management fee of 2% of the total funds raised under the Offer, a selling fee of 5% of the total funds raised under the Offer and a success fee of $40,000 upon the Company being admitted to the Official List of ASX pursuant to the Lead Manager Mandate. Ventnor Capital, a company controlled by Mr Carmichael will be paid a monthly fee for provision of company secretarial services. Refer to Sections 10.8 and 10.9 of this Prospectus for a summary of these agreements.

The Company's constitution provides that the remuneration of Non-Executive Directors will be not more than the aggregate fixed sum determined by a general meeting. The aggregate remuneration for Non-Executive Directors is $350,000 per annum although may be varied by ordinary resolution of the Shareholders in general meeting.

The remuneration of any executive director that may be appointed to the Board will be fixed by the Board and may be paid by way of fixed salary or consultancy fee.

8.3 Agreements with Directors and Related Parties

The Company's policy in respect of related party arrangements is:

(a) a Director with a material personal interest in a matter is required to give notice to the other Directors before such a matter is considered by the Board; and

(b) for the Board to consider such a matter, the Director who has a material personal interest is not present while the matter is being considered at the meeting and does not vote on the matter.

8.4 Deeds of indemnity, insurance and access

The Company has entered into a deed of indemnity, insurance and access with each of its Directors. Under these deeds, the Company will agree to indemnify each officer to the extent permitted by the Corporations Act against any liability arising as a result of the officer acting as an officer of the Company. The Company will also be required to maintain insurance policies for the benefit of the relevant officer and allow the officers to inspect board papers in certain circumstances.

9. CORPORATE GOVERNANCE

9.1 ASX Corporate Governance Council Principles and Recommendations

The Company has adopted comprehensive systems of control and accountability as the basis for the administration of corporate governance. The Board is committed to administering the policies and procedures with openness and integrity, pursuing the true spirit of corporate governance commensurate with the Company's needs.

To the extent applicable, the Company has adopted *The Corporate Governance Principles and Recommendations (3rd Edition)* as published by ASX Corporate Governance Council (**Recommendations**).

In light of the Company's size and nature, the Board considers that the current board is a cost effective and practical method of directing and managing the Company. As the Company's activities develop in size, nature and scope, the size of the Board and the implementation of additional corporate governance policies and structures will be reviewed.

The Company's main corporate governance policies and practices as at the date of this Prospectus are outlined below and the Company's full Corporate Governance Plan is available in a dedicated corporate governance information section of the Company's website.

9.2 Board of directors

The Board is responsible for corporate governance of the Company. The Board develops strategies for the Company, reviews strategic objectives and monitors performance against those objectives. The goals of the corporate governance processes are to:

(a) maintain and increase Shareholder value;

(b) ensure a prudential and ethical basis for the Company's conduct and activities; and

(c) ensure compliance with the Company's legal and regulatory objectives.

Consistent with these goals, the Board assumes the following responsibilities:

(a) leading and setting the strategic direction and objectives of the Company;

(b) appointing the Chairman of the Board, Managing Director or Chief Executive Officer and approving the appointment of Executives and the Company Secretary and the determination of their terms and conditions including remuneration and termination;

(c) overseeing the Executive's implementation of the Company's strategic objectives and performance generally;

(d) approving operating budgets, major capital expenditure and significant acquisitions and divestitures;

(e) overseeing the integrity of the Company's accounting and corporate reporting systems, including the external audit (satisfying itself financial

statements released to the market fairly and accurately reflect the Company's financial position and performance);

(f) overseeing the Company's procedures and processes for making timely and balanced disclosure of all material information that a reasonable person would expect to have a material effect on the price or value of the Company's securities;

(g) reviewing, ratifying and monitoring the effectiveness of the Company's risk management framework, corporate governance policies and systems designed to ensure legal compliance; and

(h) approving the Company's remuneration framework.

The Company is committed to the circulation of relevant materials to Directors in a timely manner to facilitate Directors' participation in the Board discussions on a fully-informed basis.

9.3 Composition of the Board

Election of Board members is substantially the province of the Shareholders in general meeting. However, subject thereto:

(a) membership of the Board of Directors will be reviewed regularly to ensure the mix of skills and expertise is appropriate; and

(b) the composition of the Board has been structured so as to provide the Company with an adequate mix of directors with industry knowledge, technical, commercial and financial skills together with integrity and judgment considered necessary to represent shareholders and fulfil the business objectives of the Company.

The Board consists of five directors (three of whom are non-executive Directors) of whom one is considered to be independent, being Mr Sean Rosenberg. The Board considers the proposed balance of skills and expertise is appropriate for the Company for its currently planned level of activity.

To assist the Board in evaluating the appropriateness of the Board's mix of qualifications, experience and expertise, the Board will maintain a Board Skills Matrix.

The Board undertakes appropriate checks before appointing a person as a Director or putting forward to Shareholders a candidate for election as a Director.

The Board ensures that Shareholders are provided with all material information in the Board's possession relevant to a decision on whether or not to elect or re-elect a Director.

The Company shall develop and implement a formal induction program for Directors which allows new directors to participate fully and actively in Board decision-making at the earliest opportunity, and enable new Directors to gain an understanding of the Company's policies and procedures.

9.4 Identification and management of risk

The Board's collective experience will enable accurate identification of the principal risks that may affect the Company's business. Key operational risks and their management will be recurring items for deliberation at Board meetings.

9.5 Ethical standards

The Board is committed to the establishment and maintenance of appropriate ethical standards.

9.6 Independent professional advice

Subject to the Chairman's approval (not to be unreasonably withheld), the Directors, at the Company's expense, may obtain independent professional advice on issues arising in the course of their duties.

9.7 Remuneration arrangements

The remuneration of an executive Director will be decided by the Board, without the affected executive Director participating in that decision-making process.

The total maximum remuneration of non-executive Directors is initially set by the Constitution and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed $350,000 per annum.

In addition, a Director may be paid fees or other amounts (i.e. subject to any necessary Shareholder approval, non-cash performance incentives such as Options) as the Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director.

Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The Board reviews and approves the remuneration policy to enable the Company to attract and retain executives and Directors who will create value for Shareholders having consideration to the amount considered to be commensurate for a company of its size and level of activity as well as the relevant Directors' time, commitment and responsibility. The Board is also responsible for reviewing any employee incentive and equity-based plans including the appropriateness of performance hurdles and total payments proposed.

9.8 Trading policy

The Board has adopted a policy that sets out the guidelines on the sale and purchase of securities in the Company by its directors, officers, employees and contractors. The policy generally provides that for directors, the written acknowledgement of the Chair (or the Board in the case of the Chairman) must be obtained prior to trading.

9.9 External audit

The Company in general meetings is responsible for the appointment of the external auditors of the Company, and the Board from time to time will review the scope, performance and fees of those external auditors.

9.10 Audit committee

The Company will not have a separate audit committee until such time as the Board is of a sufficient size and structure, and the Company's operations are of a sufficient magnitude for a separate committee to be of benefit to the Company. In the meantime, the full Board will carry out the duties that would ordinarily be assigned to that committee under the written terms of reference for that committee, including but not limited to, monitoring and reviewing any matters of significance affecting financial reporting and compliance, the integrity of the financial reporting of the Company, the Company's internal financial control system and risk management systems and the external audit function.

9.11 Departures from Recommendations

Under the ASX Listing Rules the Company will be required to provide a statement in its annual financial report or on its website disclosing the extent to which it has followed the Recommendations during each reporting period. Where the Company has not followed a Recommendation (as referred to in section 9.1), it must identify the Recommendation that has not been followed and give reasons for not following it.

The Company's departures from the Recommendations are set out below and will also be announced prior to admission to the official list of the ASX.

Recommendation	Explanation
1.5	Due to the Company's stage of development and number of employees, the Company may face particular issues in relation to setting, reviewing, assessing and reporting on certain diversity measures. Consequently, the Company will not comply with Recommendation 1.5 (diversity) in full.
2.1, 4.1, 7.1, 7.3 & 8.1	Due to the size and nature of the existing Board and the magnitude of the Company's current operations, the Board does not consider that the Company will gain any benefit from individual Board committees and that its resources would be better utilised in other areas. The Board is of the view that at this stage, the experience and skill set of the current Board is sufficient to perform these roles. As such, the Company does not currently have a Nomination Committee, an Audit and Risk Committee, an internal audit function or a Remuneration Committee as required by Recommendations 2.1, 4.1, 7.1, 7.3 and 8.1 respectively. Pursuant to the Company's Board Charter, the full Board carries out the duties that would ordinarily be assigned to the Nomination, Audit and Risk and Remuneration Committees. The roles and responsibilities of these Committees are outlined in the relevant Committee Charters contained in the Company's Corporate Governance Plan which is available on the Company's website. The Board will devote time on an annual basis to discuss Board succession issues and to fulfil the roles and responsibilities associated with both maintaining the Company's internal audit function and arrangements with external auditors and with setting the level and composition of remuneration for Directors and senior executives and ensuring that such remuneration is appropriate and not excessive. Further, all members of the Board are involved in the Company's audit function to ensure the proper maintenance of the entity and the integrity of all financial reporting. The Company's Board Charter also outlines the monitoring, review and assessment of a range of internal audit functions and procedures of the Company. The Company will establish separate Nomination, Audit and Risk and Remuneration Committees once the Company's operations are considered to be of sufficient magnitude to warrant such Committees.

2.4	As at the date of this Prospectus, only one of the five Board members is an independent Director. Victor Rosenberg and Jamie Lyford are not considered to be independent directors due to their respective executive roles on the Board and, in the case of Mr Rosenberg, due to the fact he is a substantial shareholder of the Company. Ivan Wu is not considered to be an independent director given ICW Capital, a business controlled by Mr Wu, has entered into a Corporate Advisory Mandate with the Company. Stuart Carmichael is not considered to be an independent director given the Lead Manager to the Offer is controlled by him. Sean Rosenberg is considered to be an independent director of the Company. The Board, having regard to the Company's stage of development and the collective experience and expertise of the Directors, considers the current composition of the Board is appropriate. The Board will also look to appoint additional independent Non-Executive Directors once the Company's operations are considered to be of sufficient magnitude to warrant such appointments.

10. MATERIAL CONTRACTS

Set out below is a brief summary of certain contracts to which the Company is a party which the Directors have identified as material to the Company or are of such a nature that an investor may wish to have details of particulars of them when making an assessment of whether to apply for Shares.

To fully understand all rights and obligations of a material contract, it would be necessary to review it in full and these summaries should be read in this light.

10.1 Collaborative Research Agreements - ECU

Since 2011, the Company has been a party to a total of eight Collaborative Research Agreements with ECU in respect of the solar glass technology developed by the Company and ECU as well as various Deeds of Patent Assignment.

While the work the subject of the Collaborative Research Agreements has now been completed, the following obligations remain ongoing pursuant to such agreements:

(a) (**Intellectual Property**): ECU has assigned 100% of all intellectual property it would otherwise own in the technology the subject of each agreement to the Company;

(b) (**Royalty**): the Company has agreed to pay ECU a royalty of 8% of the Net Income it receives in relation to the sale or licensing of rights associated with all of the technology developed under the agreements; and

(c) (**Licence**): ClearVue has also granted ECU a non-exclusive licence to use, reproduce and communicate all intellectual property resulting from the various research projects for the purposes of education, research and teaching or training.

10.2 Participants Agreement – ECU and Apex

On 6 July 2017, the Company, Edith Cowan University (**ECU**) and Apex Greenhouses (Australia) Pty Ltd (**Apex**) (together, the **Participants**) entered into an agreement to contribute and participate in the project of developing cost-effective self-sustaining glasshouses that integrate technologies to enable control of light radiation, while producing and storing electricity (**Project**) (**Participants Agreement**). The aim of the Project is to maximise crop yields while using the electricity produced for functions such as water filtration and irrigation, heating and air conditioning.

The Project is funded through the Cooperative Research Centres Programme (**CRC-P**) pursuant to the funding agreement between the Commonwealth of Australia (**Commonwealth**) and the Company which is summarised in Section 10.3 below (**Funding Agreement**). The CRC-P is a competitive, merit based grant program run by the Commonwealth which supports industry-led and outcome-focused collaborative research partnerships between industry, researchers and the community.

The material terms of the Participants Agreement are:

(a) **Term**: The Participants Agreement commenced on 1 April 2017 and will end on the later of 30 June 2020 or the date when all reporting

requirements relating to the Project under the Funding Agreement have been met.

(b) **Participant Contributions:** During the term, the Participants are required to contribute cash, personnel, facilities and services to the Project from their own resources. The Company, as lead participant of the Project, is required to make such cash and in-kind contributions to the total value of $3,059,924 over the term. To date, the Company has made contributions to the value of $439,166.

(c) **Participant Obligations**: Each Participant is required to undertake the Project at the times and in the manner specified in compliance with CRC-P guidelines and meet the due dates for Project milestones. Milestones include the completion of high-performance viable greenhouse designs, the development of an operating solar-greenhouse prototype and the demonstration of a gird-independent self-sustainable greenhouse prototype. The due date for completion of the Project is 31 March 2020. The Commonwealth is permitted to conduct audits relevant to the performance of a Participant's obligations.

The Company is responsible for distributing all Project funding pursuant to an agreed budget.

(d) **Intellectual Property Rights**: Each Participant;

(i) retains its ownership in all intellectual property rights owned before execution of the Participants Agreement (specifically, the Company retains all ownership rights in its patents and other intellectual property rights in its technology);

(ii) grants the other Participants a non-exclusive, royalty free licence for the use of any pre-existing intellectual property rights made available for the purpose of carrying out the Project and, with respect to ECU, for its own education, research and training purposes;

(iii) agrees that if pre-existing material owned by a Participant is required for the future commercialisation of material created under the Project, then such pre-existing material must be made available on commercial terms to be negotiated in good faith by the Participants;

(iv) agrees that the intellectual property rights in any material created as a result of the Project vest in the Company on creation;

(v) must ensure that any commercial utilisation of the Project material is consistent with the nature of the Project and the CRC-P and maximises the national benefits accruing to Australia.

(e) **Royalties**: the Company must pay ECU a royalty at the rate of 8% of Net Income received in relation to the sale or licensing of the rights associated with the Project. Further, the Company may only sub-license the rights associated with the Project on terms acceptable to ECU and on the basis the Company responsible to ECU for all obligations of the Company under the Participants Agreement.

(f) **Change to Project Partner and Termination**: The Company may remove a Participant (other than the Company) (**Project Partner**) from the Project by written notice subject to the approval of the Commonwealth.

The Company may also remove a Project Partner immediately, or terminate the Participants Agreement with immediate effect, by providing notice upon the occurrence of a series of events including, but not limited to, where a Project Partner:

(i) breaches any provision of the Participants Agreement and fails to remedy such breach or the breach is incapable of remedy;

(ii) does not conduct the Project in a competent and diligent manner;

(iii) does not provide its contributions to the Project;

(iv) is subject to a change of control or suffers an insolvency event.

The Company may also terminate the Participant's Agreement with 14 days' written notice where the Commonwealth terminates the Funding Agreement.

The Participants Agreement otherwise contains terms and conditions considered standard of an agreement of its nature including in respect of confidentiality, dispute resolution.

10.3 Funding Agreement

On 18 April 2017, the Company and the Commonwealth entered into an agreement for the Commonwealth to provide funding to the Company to support the Project the subject of the Participants Agreement summarised in Section 10.2 above (**Funding Agreement**).

(a) **Term**: The Funding Agreement commenced on 18 April 2017 and will end on the later of 31 March 2020 or the date the Company has completed all reporting obligations to the Commonwealth. The Commonwealth has agreed to provide total funding of approximately $1,620,470 (exclusive of GST) to the Company under the Funding Agreement.

(b) **Project**: The Company must undertake the Project to achieve the agreed outcomes, complete the Project within the agreed period and meet the due dates for each Project milestone. Further, each Participant must make the contributions set out in Section 10.2 above. The Company must notify the Commonwealth of any shortfall in Participant contributions. The Commonwealth may require the Company to make good such shortfall and/or take other remedial action or alternatively reduced its funding by such shortfall.

(c) **Use of Funds**: The funding can be used solely for undertaking the Project in accordance with an agreed budget.

(d) **Repayment**: The Commonwealth is entitled to recover from the Company any funding which has been spent other than in accordance with the agreed budget.

(e) **Indemnity:** The Company indemnifies the Commonwealth from any loss or liability arising out of use or disposal of assets acquired using the

funding, any infringement of intellectual property rights of any person which occurred by reason of an act done by the Commonwealth in relation to the Project, any breach of the Company's confidentiality or protection of private information obligations or any breach of the Funding Agreement.

(f) **Reduction:** The Commonwealth may reduce the amount of any funding if funds are not used in accordance with the agreed budget or if Participant contributions have not been provided when due.

(g) **Suspension**: The Commonwealth may suspend the funding upon a series of events occurring, including but not limited to Participant contributions not being provided when due, the Company does not achieve a Project milestone on time or the Company does not undertake the Project to the satisfaction of the Commonwealth.

(h) **Termination**: The Commonwealth may terminate the Funding Agreement or reduce the scope of the Project at any time by providing notice to the Company. Further, the Commonwealth may terminate the Funding Agreement effective immediately upon a series of events occurring, including but not limited to where the Company breaches a material term which is not remedied or is unable to obtain Participant contributions or makes a false, misleading or incorrect statement in the application for funding.

10.4 Exclusive Distributorship Agreement

On 9 February 2016, the Company and Apex Greenhouses (Australia) Pty Ltd (**Distributor**) entered into an agreement whereby the Distributor was appointed as a distributor of the Company's ClearVue PV panels (**Panels**) in Australia and New Zealand (**ED Agreement**).

The material terms of the ED Agreement are:

(a) **Term**: The ED Agreement has a term of 3 years from the earlier of the first commercially supplied quantity of Panels (over $100,000 value) for any one site or project or 9 August 2017, during which term the Distributor has the sole and exclusive right to market, sell, distribute and promote the Panels for horticultural purposes or for use within a horticultural greenhouse in Australia and New Zealand.

(b) **New Products**: Provided the Distributor has met its targets under the ED Agreement, all new products which the Company decides to distribute, market or sell for horticultural purposes or for use within a horticultural greenhouse (**New Products**) in Australia and New Zealand must first be offered to the Distributor to market or sell on terms set by the Company.

(c) **Intellectual Property**: All intellectual property rights subsisting in any improvements to the Panels or the New Products which are developed by the Distributor vest absolutely in the Company upon creation.

(d) **Supplier's Obligations**: The Company has agreed to not, directly or indirectly, supply the Panels or New Products itself to any person in Australia or New Zealand for horticultural purposes or for use within a horticultural greenhouse.

(e) **Indemnity:** The Company indemnifies the Distributor against all direct losses and liabilities in respect of claims arising directly from any defects

in the manufacture or composition of the Panels or from misleading or deceptive representations contained within advertising or promotional materials or other representations conveyed by the Company.

(f) **Termination**: The ED Agreement may be terminated if either party commits a breach of an essential term or commits a breach of another term and such breach is not rectified within 14 days.

10.5 Manufacturing Agreement

On 29 February 2016, the Company and Qingdao Rocky Industry Co. Ltd. (**Rocky**) entered into an agreement pursuant to which Rocky agreed to manufacture products based on the technology for the Company.

The material terms of the Manufacturing Agreement are:

(a) **Term**: 3 years commencing from 29 February 2016.

(b) **Grant of Licences**: The Company granted to Rocky a non-exclusive, non-transferable, revocable, royalty-free and licence-fee free licence for the Term with all rights to use and exploit the Company's intellectual property for the sole purpose of manufacturing the product exclusively for the Company. Rocky has agreed to manufacture and supply the products exclusively to the Company.

(c) **Security**: Rocky must maintain a reasonable level of security at each location where manufacturing occurs, sufficient to prevent the unauthorised distribution of the products, confidential information or intellectual property and technology to any third party.

(d) **Ownership of Intellectual Property**: The Company remains the exclusive and absolute owner of any and all intellectual property rights in the technology, the products, the components, the confidential information and the specifications. The Company has exclusive rights to licence for the purpose of commercialisation and arranging the manufacturing of the product.

(e) **New Intellectual Property**: Rocky agrees that the Company owns all current and future intellectual property rights in the technology, the products, the confidential information and the specifications. Any and all new intellectual property developed by Rocky under the Manufacturing Agreement, shall vest absolutely in the Company upon creation.

(f) **No Reverse Engineering**: Neither Rocky nor any third party, without the express written consent, may undertake any action to discover the design composition, construction methods, structure, or otherwise reverse engineering any part or component of the product or the technology.

(g) **Termination for Material Breach**: In the event that Rocky commits a material breach, then the Company may terminate the Manufacturing Agreement by notice to Rocky.

(h) **Termination for Breach**: In the event that Rocky commits a breach, then the Company may, by notice, require the breach to be remedied within 14 days.

If Rocky fails to remedy the breach within 14 days of the notice, the Company may terminate the Manufacturing Agreement with immediate effect.

10.6 Strategic Co-operation Agreement

On 25 October 2017, Qingdao Rocky Technical Glass Co Ltd, Qingdao Rocky Industry Co Ltd (together, **Rocky**) and the Company entered into a Strategic Co-operation Agreement to expand their business relationship in addition to the Manufacturing Agreement dated 29 February 2016.

(a) **Term**: the term of the Strategic Co-operation Agreement is 5 years commencing on 1 November 2017 and terminating on 31 October 2022.

(b) **Responsibilities and Reliabilities**: Rocky will process and produce the smart window design scheme provided by the Company and participate in further design and development of the Company's power generation window (**Smart Window**).

The Company extended the manufacturing rights granted under the Manufacturing Agreement summarised in Section 10.5 to include the full non-exclusive distribution rights in the People's Republic of China under a distribution agreement to be agreed between the parties.

Both parties will provide related expenses for project development, development of quality control and personnel training. Rocky will also assist the Company in the promotion and publicity of relevant business in China.

(c) **Miscellaneous**: The provisions of the Manufacturing Agreement relating to intellectual property, confidentiality, consequences of termination, restraint of trade and relationship management and dispute resolution) are all imported into the Strategic Co-operation Agreement.

10.7 Research Collaboration Agreement

On 15 January 2018 the Company, Nanyang Technological University (**NTU**) and Singapore-HUJ Alliance for Research and Enterprise Ltd (**Singapore Alliance**) entered into an agreement upon which the parties agreed to jointly undertake the research project titled "Photovoltaic Glass with Improved Heat Management" (**Project**) (**Research Collaboration Agreement**).

The material terms of the Research Collaboration Agreement are:

(a) **Term**: The Research Collaboration Agreement has a term of 18 months from 1 September 2017.

(b) **Project Funding**: In addition to a grant of SGD $249,960 from the National Research Foundation of Singapore (**NRF Grant**), each party shall provide funding and or contributions to the Project.

(c) **Intellectual Property and Licence Rights**: Each party remains the owner or authorised user of all its background intellectual property. A party which expressly permits that its background intellectual property may be used for the Project, grants a non-exclusive, royalty free right to use the background intellectual property to the extent it is necessary for the Project.

All Project intellectual property developed solely by a party, without any intellectual input or contribution from the other parties, is the sole and exclusive property of the party.

All Project intellectual property created jointly by the parties is jointly owned between the parties.

Each party grants to each other party, the Singapore Government and Singapore's public sector agencies, a non-exclusive, royalty free licence to use its solely owned Project intellectual property for non-commercial, research and development and educational purposes.

(d) **Option**: NTU and Singapore Alliance grant the Company an option to negotiate in good faith for an exclusive licence under their individual interests in any solely or jointly held Project intellectual property, for the purposes of commercialising such Project intellectual property. The option is to be exercised during the term of the Research Collaboration Agreement or within 6 months of Research Collaboration Agreement's expiration or termination.

Upon the Company's exercise of the option, the parties will negotiate in good faith a licence agreement providing for commercial terms and conditions, including royalties payable to NTU and/or Singapore Alliance (as applicable). The licence agreement must be negotiated within 6 months of the option being exercised.

(e) **Termination**: The Research Collaboration Agreement may be terminated with the written consent of the parties or by NTU or Singapore Alliance, if the NRF Grant is terminated.

Further, a party may terminate the Research Collaboration Agreement should another party be in breach of a material term which is either incapable of rectification or is not remedied within 60 days of written notice to the offending party. A party may also terminate the Research Collaboration Agreement should another party appoint a receiver, compound its debt with creditors or enter into liquidation.

10.8 Lead Manager Mandate

The Company signed a mandate letter dated 21 April 2017 (**Commencement Date**) with Ventnor Securities Pty Ltd (**Lead Manager**) to act as lead manager of the Offer (**Lead Manager Mandate**) for a term of 6 months. Under the terms of this engagement the Company will pay the Lead Manager:

(a) a monthly corporate advisory fee of $3,000 from the Commencement Date until the earlier of the date which is 6 months after the Commencement Date and the date the Company is admitted to the Official List of ASX;

(b) a management fee of 2% of the total funds raised under the Prospectus;

(c) a selling fee of 5% of the total funds raised under the Prospectus (the Lead Manager will be responsible for paying all capital raising fees that the Lead Manager and the Company agree with any other financial service licensees from this selling fee); and

(d) a success fee of $40,000 upon the Company being admitted to the Official List of ASX;

(e) an issue of 2,500,000 Options on the terms and conditions set out in Section 11.3; and

(f) any reasonable disbursements and out of pocket expenses, which when relating to individual expenses greater than $500 will be agreed upon between the Lead Manager and the Company prior to their incursion.

The Lead Manager Mandate may be terminated at any time by either party by written notice. On termination by the Company for reasons other than a material breach of the Lead Manager Mandate by the Lead Manager, the Lead Manager will be entitled to be paid time and costs incurred as a termination fee. Further, the Lead Manager will be entitled to the selling and management fees noted above where the Company completes a capital raising within 6 months of the date of termination of the Lead Manager Mandate, and to the extent funds are raised from persons introduced by the Lead manager.

The Lead Manager Mandate is otherwise made on terms and conditions considered standard of an agreement of its nature.

10.9 Company Secretarial Services Agreement

On 3 April 2017, the Company and Ventnor Capital entered into a mandate under which Ventnor Capital agreed to provide on-going company secretarial services to the Company. Brett Tucker, a representative of Ventnor Capital, acts as Company Secretary pursuant to this mandate.

The Company has agreed to pay Ventnor a monthly fee of $1,500 in consideration for the provision of these services.

Either party may terminate the mandate by giving the other party 3 months' notice, providing all outstanding fees have been paid.

10.10 Corporate Advisory Mandate

The Company signed a corporate advisory mandate dated 23 January 2017 (**Commencement Date**) with ICW Capital (**ICW**), a company controlled by Ivan Wu, a Director, to act as corporate adviser of the Company in respect of the Offer (**ICW Mandate**). ICW is required to provide project management and other corporate services under the ICW Mandate as well as to secure a Lead Manager to the Offer and secure investors for a seed capital raising of not less than $600,000 undertaken before the Offer (**Seed Raising**).

The ICW Mandate commenced on 23 January 2017 and continues until the earlier of the date the Company is admitted to the Official List and 23 April 2018. The Company has also agreed to engage ICW as corporate adviser for a minimum period of 12 months upon the Company being admitted to the Official List subject to a formal agreement being agreed between the parties.

Under the terms of this engagement the Company agreed to appoint Ivan Wu as a Director and agrees to:

(a) pay ICW a monthly fee of $12,000 from the Commencement Date;

(b) a fee of 6% of the total funds raised under the Seed Raising from new investors (ICW will be responsible for paying all third party capital raising fees from this selling fee);

(c) issue ICW with such amount of Shares which equals 5% of the total issued share capital of the Company on the date the Company is admitted to the Official List (excluding any such Shares to be issued to ICW under the ICW Mandate).

The ICW Mandate is otherwise made on terms and conditions considered standard of an agreement of its nature.

10.11 Executive Services Agreements – Victor Rosenberg and Jamie Lyford

The Company has entered into employment agreements (**Employment Agreements**) with each of Victor Rosenberg and Jamie Lyford (**Executives**) dated 18 January 2018 respectively, pursuant to which the Company has engaged Victor Rosenberg as Executive Chairman and Jamie Lyford as Executive Director. The material terms and conditions of the Employment Agreements are summarised below:

(a) **Term:**

The Employment Agreements commence on the date of the Company's admission to the Official List and each Employment Agreement continues until terminated in accordance with its terms.

(b) **Remuneration:**

Mr Rosenberg and Mr Lyford will receive from the commencement of their respective appointments, salaries of approximately $200,000 and $170,000 respectively.

(c) **Incentive Programs:**

The Executives may participate in any incentive plan that the Company may introduce from time to time.

(d) **Termination:**

The Company may immediately terminate the employment of Messrs Rosenberg and Lyford by written notice for a number of standard events including, but not limited to, if at any time such Executive:

(i) commits a serious or repeated or continual breach of the obligations under their Executive Agreement;

(ii) is guilty of any serious misconduct or serious neglect or dishonesty in the discharge of their duties under their Executive Agreement; or

(iii) act in a manner which, in the reasonable opinion of the Company, brings the name or reputation of the Company or any member of the Company group into serious disrepute or prejudices the interests of the business of the Company.

The Company or the Executives may terminate the Executive Agreements for any reason by giving 6 months' written notice.

The Employment Agreements contains other standard terms and conditions expected to be included in contracts of this nature.

10.12 Non-Executive Director Appointment Letters – Messrs Wu, Carmichael and Sean Rosenberg

The Company has entered into non-executive letters of appointment with Messrs Wu, Carmichael and Sean Rosenberg (**NED Agreements** or **NED Agreement** as the context requires) which set out the terms and conditions upon which each of the above mentioned parties will serve as Non-Executive Directors of the Company.

Each Director will receive $48,000 per annum for services rendered under the NED Agreements, commencing on the date of the Company's admission to the Official List of ASX.

Each Director is also entitled to reimbursement for reasonable expenses properly incurred whilst undertaking their respective duties. The Company may engage a Director in a consulting capacity where a particular expertise and/or time commitment is required and any such engagement will be on normal commercial terms, as may be approved by the Board from time to time. Directors are subject to the provisions of the Company's Constitution relating to retirement by rotation and re-election of directors. A Director may terminate their directorship at any time by advising the Board in writing. The NED Agreements are otherwise made on standard commercial terms.

10.13 Director Loans – Loan Funded Share Plan

The Company has entered into separate loan agreements with each of Sean Rosenberg, Victor Rosenberg and Jamie Lyford dated 18 September 2017 pursuant to which the Company provided limited recourse loans (**Plan Loans**) to such Directors for the purchase of Shares (**Plan Shares**) pursuant to the Company's loan funded share plan (**CLFSP**). The material terms of the loan agreements are as follows:

(a) **Loan Amount**: the amounts outstanding under the Plan Loans are:

(i) Sean Rosenberg - $18,750 for the purchase of 125,000 Shares at $0.15 each;

(ii) Victor Rosenberg - $150,000 for the purchase of 1,000,000 Shares at $0.15 each; and

(iii) Jamie Lyford - $292,500 for the purchase of 1,950,000 Shares at $0.15 each;

In the event the Company undertakes a consolidation of its issued share capital which has the effect of reducing the number of Plan Shares on issue, the amounts outstanding under the Plan Loans shall be reduced in proportion to such consolidation (e.g. where the Shares on issue are reduced by half, the amounts outstanding shall be reduced by half).

(b) **Interest:** no interest is payable on the Plan Loans unless otherwise determined by the Board;

(c) **Term**: the term of the Loan ends on the first to occur of:

(i) 13 April 2027;

(ii) the date which is 6 months after the relevant Director ceases to be employed by the Company (or 12 months where such cessation is caused by death or disablement) and such Director continues to hold Plan Shares at cessation;

(i) the date Plan Shares are forfeited by the relevant Director; and

(ii) the date Plan Shares are disposed of or are bought back by the Company in accordance with the CLFSP,

(**Plan Loan Term**);

(d) **Repayment:** upon expiry of the Loan Term, the relevant Director must repay the outstanding amount of any Plan Loan to the Company;

(e) **Prepayment:** a Director may at any time elect to prepay all or part of a Plan Loan;

(f) **Limited Recourse:** in seeking repayment of a Plan Loan, the Company will have recourse only to the cash proceeds received by a relevant Director from a disposal of Plan Shares.

10.14 Loan Agreement

The Company has entered into a loan agreement with Leonard Elia Atlas and Shirley Olga Atlas as trustees for the Gabdan Trust (**Lender**) dated 30 January 2018 pursuant to which the Company has borrowed $200,000 on an unsecured basis (**Gabdan Loan**) from the Lender. The material terms of the Gabdan Loan are as follows:

(a) **Loan Amount**: the amount loaned under the Gabdan Loan is $200,000;

(b) **Facility Fee**: a facility fee of $3,000 was paid on 31 January 2018;

(c) **Interest:** interest is payable on the Gabdan Loan at 30% per annum and default interest of 32% is payable on any amount which is overdue by more than 7 days;

(d) **Term**: the term of the Gabdan Loan ends on 30 April 2018 (**Gabdan Loan Term**); and

(e) **Repayment:** upon expiry of the Gabdan Loan Term, the Company must repay the Gabdan Loan and all accrued interest to the Lender. Further, the Gabdan Loan will become immediately repayable if the Company commits an event of default, including but not limited to, suffering an act of insolvency or breaching a term of the Gabdan Loan.

11. ADDITIONAL INFORMATION

11.1 Litigation

As at the date of this Prospectus, the Company is not involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against the Company.

11.2 Rights attaching to Shares

The following is a summary of the more significant rights attaching to Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights attaching to Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

(a) **General meetings**

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with Section 249D of the Corporations Act and the Constitution.

(b) **Voting rights**

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at general meetings of Shareholders or classes of Shareholders:

(i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;

(ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and

(iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for the Share, but in respect of partly paid Shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(c) **Dividend rights**

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the

amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company. The Directors may set aside out of the profits of the Company any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit and which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which the Company shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by the Company to the payment of the subscription price of Shares.

(d) **Winding-up**

If the Company is wound up, the liquidator may, with the authority of a special resolution of the Company, divide among the shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution of the Company, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any Shares or other securities in respect of which there is any liability.

(e) **Shareholder liability**

As the Shares under the Prospectus are fully paid shares, they are not subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of Shares**

Generally, Shares are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act or the ASX Listing Rules.

(g) **Variation of rights**

Pursuant to section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to Shares.

If at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the

holders of three-quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(h) **Alteration of Constitution**

The Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

11.3 Rights attaching to existing Options on issue and to Lead Manager Options to be issued

The terms and conditions of the Options to be issued to the Lead Manager are as follows:

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (c), the amount payable upon exercise of each Option will be $0.25 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on 21 June 2021 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Within 15 Business Days after the later of the following:

(i) the Exercise Date; and

(ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

but in any case no later than 20 Business Days after the Exercise Date, the Company will:

(i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;

(iii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(iv) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under 11.3(g)(iii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(i) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(j) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(k) **Change in exercise price**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(l) **Transferability**

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

11.4 Rights attaching to Performance Shares

The terms and conditions of the Performance Shares held by the Directors Vic Rosenberg and Jamie Lyford are summarised below.

Definitions:

Agreement means any license or other agreement appointing a new manufacturer, distributor or collaboration partner for the ClearVue Technology or ClearVue Products which has a value to the Company of at least $100,000 or any agreement for the purchase of ClearVue Products which has a value to the Company of at least $100,000.

ClearVue Orders means aggregate orders for ClearVue Products received by the Company and/or any licensees of the ClearVue Technology.

ClearVue Payments means the amount of fees and royalties received by the Company from licencees of the ClearVue Technology.

ClearVue Products means products comprising or employing all or a part of the ClearVue Technology.

ClearVue Technology means the technology portfolio owned by the Company, including pending, current, and future provisional patent/s, patent/s and design protection registrations.

(a) **Performance Shares**

Each Class A Performance Share, Class B Performance Share, Class C Performance Share, Class D Performance Share, Class E Performance Share and Class F Performance Share (together and each being a **Performance Share**) is a share in the capital of the Company.

(b) **General meetings**

Each Performance Share confers on the holder (**Holder**) the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. Holders have the right to attend general meetings of Shareholders.

(c) **No voting rights**

A Performance Share does not entitle the Holder to vote on any resolutions proposed by the Company except as otherwise required by law.

(d) **No dividend rights**

A Performance Share does not entitle the Holder to any dividends.

(e) **No rights to return of capital**

A Performance Share does not entitle the Holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(f) **Rights on winding up**

A Performance Share does not entitle the Holder to participate in the surplus profits or assets of the Company upon winding up.

(g) **Not transferable**

A Performance Share is not transferable.

(h) **Reorganisation of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a Holder will be changed to the extent necessary to comply with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

(i) **Application to ASX**

The Performance Shares will not be quoted on ASX. However, if the Company is listed on ASX at the time of conversion of the Performance Shares into Shares, the Company must apply for the official quotation of a Share issued on conversion of a Performance Share on ASX within the time period required by the ASX Listing Rules.

(j) **Participation in entitlements and bonus issues**

A Performance Share does not entitle a Holder (in their capacity as a holder of a Performance Share) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

(k) **No other rights**

A Performance Share gives the Holder no rights other than those expressly provided by their terms and those provided at law where such rights at law cannot be excluded by these terms.

(l) **Conversion on achievement of milestone**

Subject to paragraph (n), the Performance Shares in the relevant class will convert into Shares upon satisfaction of the milestones as follows:

(i) **Class A Performance Shares**:

(A) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $2,000,000 within a period of 24 months commencing on the date the Company is admitted to the Official List (**Listing Date**) (**Class A Milestone 1**), each Class A Performance Share will convert into one Share; or

(B) In the event that Class A Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7,000,000 within a period of 36 months from the Listing Date (**Class A Milestone 2**), each Class A Performance Share will convert into one Share; or

(C) In the event that neither Class A Milestone 1 or Class A Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17,000,000 within a period of 48 months from the Listing Date, each Class A Performance Share will convert into one Share.

(ii) **Class B Performance Share**:

(A) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $5,000,000 within a period of 24-36 months from the Listing Date (**Class B Milestone 1**), each Class B Performance Share will convert into one Share; or

(B) In the event that Class B Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7,000,000 within a period of 36 months from the Listing Date (**Class B Milestone 2**), each Class B Performance Share will convert into one Share; or

(C) In the event that neither Class B Milestone 1 or Class B Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17,000,000 within a period of 48 months from the Listing Date, each Class B Performance Share will convert into one Share.

(iii) **Class C Performance Share**:

(A) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $10,000,000 within a period of 36-48 months from the Listing Date (**Class C Milestone 1**), each Class C Performance Share will convert into one Share; or

(B) In the event that Class C Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17,000,000 within a period of 48 months from the Listing Date, each Class C Performance Share will convert into one Share.

(iv) **Class D Performance Share**:

(A) In the event the Company executes two Agreements within a period of 12 months from the Listing Date (**Class D Milestone 1**), each Class D Performance Share will convert into one Share; or

(B) In the event that the Class D Milestone 1 is not satisfied but the Company executes four Agreements within a period of 24 months from the Listing Date, each Class D Performance Share will convert into one Share (**Class D Milestone 2**); or

(C) In the event that neither Class D Milestone 1 or Class D Milestone 2 is satisfied but the Company executes six Agreements within a period of 36 months from the Listing Date, each Class D Performance Share will convert into one Share.

(v) **Class E Performance Share**:

(A) In the event the Company executes two Agreements within a period of 12-24 months from the Listing Date (**Class E Milestone 1**), each Class E Performance Share will convert into one Share; or

(B) In the event that Class E Milestone 1 is not satisfied but the Company executes four Agreements within a period of 24 months from the Listing Date, each Class E Performance Share will convert into one Share (**Class E Milestone 2**); or

(C) In the event that neither Class E Milestone 1 or Class E Milestone 2 are satisfied but the Company executes six Agreements within a period of 36 months from the Listing Date, each Class E Performance Share will convert into one Share.

(vi) **Class F Performance Shares:**

(A) In the event the Company executes two Agreements within a period of 24-36 months from the Listing Date (**Class F Milestone 1**), each Class F Performance Share will convert into one Share; or

(B) In the event that Class F Milestone 1 is not satisfied but the Company executes six Agreements within a period of 36 months from the Listing Date, each Class F Performance Share will convert into one Share.

(m) (**Conversion on change of control**): Subject to paragraph (n) and notwithstanding the relevant milestone has not been satisfied, upon the occurrence of either:

(i) a takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company having received acceptances for more than 50% of the Company's Shares on issue and being declared unconditional by the bidder; or

(ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,

the Performance Shares shall automatically convert into Shares, provided that if the number of Shares that would be issued upon such conversion is greater than 10% of the Company's Shares on issue as at the date of conversion, then that number of Performance Shares that is equal to 10% of the Company's Shares on issue as at the date of conversion under this paragraph will automatically convert into an equivalent number of Company Shares. The conversion will be completed on a pro rata basis

across each class of Performance Shares then on issue as well as on a pro rata basis for each Holder. Performance Shares that are not converted into Shares under this paragraph will continue to be held by the Holders on the same terms and conditions.

(n) (**Deferral of conversion if resulting in a prohibited acquisition of Shares**) If the conversion of a Performance Share under paragraphs (l) or (m) would result in any person being in contravention of section 606(1) of the Corporations Act (**General Prohibition**) then the conversion of that Performance Share shall be deferred until such later time or times (but no later than 5 years from the date of issue of such Performance Share) that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Share would result in a contravention of the General Prohibition:

(i) Holders may give written notification to the Company if they consider that the conversion of a Performance Share may result in the contravention of the General Prohibition. The absence of such written notification from the Holder will entitle the Company to assume the conversion of a Performance Share will not result in any person being in contravention of the General Prohibition.

(ii) The Company may (but is not obliged to) by written notice to a Holder request a Holder to provide the written notice referred to in paragraph (n)(i) within seven days if the Company considers that the conversion of a Performance Share may result in a contravention of the General Prohibition. The absence of such written notification from the Holder will entitle the Company to assume the conversion of a Performance Share will not result in any person being in contravention of the General Prohibition.

(o) (**Lapse of Performance Share**) each Class A Performance Share, Class B Performance Share and Class C Performance Share shall expire on the date that is 48 months and 1 day after the date the Company is admitted to the Official List and each Class D Performance Share, Class E Performance Share and Class F Performance Share shall expire on the date that is 36 months and 1 day after the date the Company is admitted to the Official List (**Expiry Date**) if the relevant milestone attached to that Performance Share has not been achieved, at which time the Company will redeem the relevant Performance Shares in accordance with paragraph (p) below. For the avoidance of doubt, a Performance Share will not lapse in the event the relevant milestone is met before the relevant Expiry Date and the Shares the subject of a conversion are deferred in accordance with paragraph (n) above.

(p) (**Redemption if Milestone not achieved**) If the relevant milestone is not achieved by the relevant Expiry Date, then each Performance Share in the relevant class will be automatically redeemed by the Company for the sum of $0.00001 within 10 Business Days of that Expiry Date.

(q) (**Issue of Shares**): The Company will issue the Share on conversion of a Performance Share within 10 Business Days following the conversion or such other period required by the ASX Listing Rules.

(r) (**Holding Statement**) The Company will issue the Holder with a new holding statement for any Share issued upon conversion of a Performance Share within 10 Business Days following the conversion.

(s) (**Ranking upon conversion**) The Share into which a Performance Share may convert will rank pari passu in all respects with existing Shares.

11.5 Loan Funded Share Plan

The Company has adopted a loan funded share plan called the ClearVue Loan Funded Share Plan (**CLFSP**) pursuant to which the Company may lend money to eligible individuals to purchase shares in the Company. The CLFSP was approved by Shareholders on 13 April 2017. A summary of the rules of the CLFSP is set out below:

(a) (**Eligibility**) Pursuant to the CLFSP, the Company may issue shares to full time or part time employees, executives or Directors of the Company or any associated body corporate, or any other person who the Board determines is eligible to participate in the CLFSP.

(b) (**Loan**) The issue price payable in respect of Shares offered under the CLFSP may be funded by a limited recourse, interest free loan from the Company on the terms and conditions set out in the CLFSP and the associated loan agreement. The loan will be for a period determined by the Board at the time of issue of Shares but will not exceed ten years. The loan will be repayable at the end of that period. Shares issued under the CLFSP will be issued at market value in order to ensure tax effectiveness for the recipient.

(c) (**Loan Repayment and Security**) Shares issued under the CLFSP carry with them the same rights to vote and receive dividends or capital distributions as other ordinary shares of the Company which are on issue. However, the loan is repayable from dividends or capital distributions paid on the Shares or from the proceeds of sale or buy-back of the Shares. The Company may only have recourse to these amounts for repayment of the loan. If the Shares are worth less than the issue price at the time the loan must be repaid, then the loan value at that point is the market value of the Shares. Loans granted under the CLFSP are secured against the Shares only.

(d) (**Vesting**) The Board may impose vesting conditions on Shares issued to participants under the CLFSP. Vesting conditions may relate, for example, to continuing employment or the performance of the Company. If vesting conditions have been imposed, the Board may waive the vesting conditions, including in circumstances where a takeover offer is made for the Company.

(e) (**Transfer**) Vested Shares are transferable if the associated loan has been repaid or will be repaid from the proceeds of sale. In addition, the loan in respect of vested Shares may be repaid at any time. Unvested Shares are not transferable without the Board's consent.

(f) (**Forfeiture**) Shares issued under the CLFSP may be subject to forfeiture if a term of the loan agreement is breached or if a participant ceases to be employed. The Company can buy-back forfeited shares or require a participant to transfer them as directed by the Company. If a participant ceases employment with the Company, unvested Shares will be forfeited but the Board may determine that the participant is entitled to retain their vested Shares, provided the loan in respect of them is paid within 6 months (or 12 months if the participant has died) of the date of cessation of employment. If the loan is not repaid, the vested Shares will also be forfeited. If unvested Shares are forfeited, the participant will have no

right to any proceeds from the buy-back or sale of those Shares, which will be used to repay the loan or applied for the purposes of the CLFSP. If vested shares are forfeited, the balance of any proceeds from the buy-back or sale of those Shares, after repayment of the loan and costs of the buy-back or sale, will be paid to the participant.

11.6 Share Plan

The Company has also adopted a share plan called the ClearVue Officer, Employee and Adviser Share Plan (**OEASP**) pursuant to which the Company may issue shares in the Company to participants. The difference between the OEASP and the CLFSP is that participants in the OEASP can be issued Shares at no cost and without loans being made by the Company. The OEASP was approved by Shareholders on 13 April 2017. A summary of the rules of the OEASP is set out below:

(a) (**Eligibility**) The Company may issue Shares to full time or part time officers, employees and advisers of the Company or any associated body corporate, or any other person who the Board determines is eligible to participate in the OEASP.

(b) (**Consideration**) No subscription price is payable for Shares issued under the OEASP. Shares issued under the OEASP vest on issue but cannot be transferred for 12 months. The Board may waive the transfer restrictions, including in circumstances where a takeover offer is made for the Company. Shares issued under the OEASP carry with them the same rights to vote and receive dividends or capital distributions as other ordinary shares of the Company which are on issue.

11.7 Interests of Directors

Other than as set out in this Prospectus, no Director or proposed director of the Company holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

(a) the formation or promotion of the Company;

(b) any property acquired or proposed to be acquired by the Company in connection with:

  (i) its formation or promotion; or

  (ii) the Offer; or

(c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or proposed director of the Company:

(a) as an inducement to become, or to qualify as, a Director; or

(b) for services provided in connection with:

  (i) the formation or promotion of the Company; or

  (ii) the Offer.

11.8 Interests of Experts and Advisers

Other than as set out below or elsewhere in this Prospectus, no:

(a) person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus; or

(b) promoter of the Company,

holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

(a) the formation or promotion of the Company;

(b) any property acquired or proposed to be acquired by the Company in connection with:

(i) its formation or promotion; or

(ii) the Offer; or

(c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

(d) the formation or promotion of the Company; or

(e) the Offer.

Griffith Hack has acted as patent attorney and has prepared the Intellectual Property Report which is included in Section 6. The Company estimates it will pay Griffith Hack a total of $5,500 (excluding GST) for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Griffith Hack has not received fees from the Company for any other services.

Grant Thornton Corporate Finance Pty Ltd has acted as Investigating Accountant and has prepared the Independent Limited Assurance and Financial Information Report which is included in Section 7. The Company estimates it will pay Grant Thornton Corporate Finance Pty Ltd a total of $15,000 (excluding GST) for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Grant Thornton Corporate Finance Pty Ltd has not received any fees from the Company for any other services.

Ventnor Securities Pty Ltd will receive 7% of the total amount raised under the Prospectus (plus GST) following the successful completion of the Offer for its services as Lead Manager to the Offer. Ventnor Securities Pty Ltd will be responsible for paying all capital raising fees that Ventnor Securities Pty Ltd and the Company agree with any other financial service licensees. Further details in respect to the Lead Manager Mandate with Ventnor Securities Pty Ltd are summarised in Section 10.8. During the 24 months preceding lodgement of this Prospectus with the ASIC, Ventnor Securities Pty Ltd has received $24,000 (excluding GST) in fees from the Company for corporate advisory services. Mr Stuart Carmichael is a director and shareholder of Ventnor Securities.

Ventnor Capital has also been paid fees for on-going company secretarial services, as set out in Section 10.9. During the 24 months preceding lodgement of this Prospectus with the ASIC, Ventnor Capital has received $13,500 (excluding GST) in fees from the Company for company secretarial services. Following the Company listing on the ASX, Ventnor will be engaged on standard industry terms and conditions to provide company secretarial and registered office services. Mr Stuart Carmichael is a director and shareholder of Ventnor Capital. Mr Brett Tucker is an employee of Ventnor Capital.

Steinepreis Paganin has acted as the Australian solicitors to the Company in relation to the Offer. The Company estimates it will pay Steinepreis Paganin $100,000 (excluding GST) for these services. Subsequently, fees will be charged in accordance with normal charge out rates. During the 24 months preceding lodgement of this Prospectus with the ASIC, Steinepreis Paganin has not received any fees from the Company for legal services provided to the Company.

11.9 Consents

Chapter 6D of the Corporations Act imposes a liability regime on the Company (as the offeror of the Securities), the Directors, the persons named in the Prospectus with their consent as proposed directors, any underwriters, persons named in the Prospectus with their consent having made a statement in the Prospectus and persons involved in a contravention in relation to the Prospectus, with regard to misleading and deceptive statements made in the Prospectus. Although the Company bears primary responsibility for the Prospectus, the other parties involved in the preparation of the Prospectus can also be responsible for certain statements made in it.

Each of the parties referred to in this Section:

(a) does not make, or purport to make, any statement in this Prospectus other than those referred to in this Section; and

(b) in light of the above, only to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this Section.

Griffith Hack has given its written consent to being named as patent attorney in this Prospectus and to the inclusion of the Intellectual Property Report in Section 6 in the form and context in which the report is included. Griffith Hack has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

Grant Thornton Corporate Finance Pty Ltd has given its written consent to being named as Investigating Accountant in this Prospectus and to the inclusion of the Independent Limited Assurance Report and the Financial Information included in Section 7 in the form and context in which the information and report is included. Grant Thornton Corporate Finance Pty Ltd has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

TKNP International has given its written consent to being named as auditor in this Prospectus in the form and context in which the information is included. TKNP International has not withdrawn its consent prior to lodgement of this Prospectus with the ASIC.

Steinepreis Paganin has given its written consent to being named as the Australian solicitors to the Company in this Prospectus in the form and context in which the

information is included. Steinepreis Paganin has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Ventnor Securities Pty Ltd has given its written consent to being named as the Lead Manager to the Company in this Prospectus. Ventnor Securities Pty Ltd has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

Registry Direct has given its written consent to being named as the share registry to the Company in this Prospectus. Registry Direct has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

11.10 Expenses of the Offer

The total expenses of the Offer (excluding GST) are estimated to be approximately $724,000 for the Minimum Subscription and $795,000 for Full Oversubscriptions and are expected to be applied towards the items set out in the table below:

Item of Expenditure	Minimum Subscription ($)	Full Oversubscriptions ($)
ASIC Fees	2,400	2,400
ASX Fees	83,000	84,200
Brokers Commissions	350,000	420,000
Lead Manager Fees	58,000	58,000
Legal Fees	100,000	100,000
Advisory Fees	72,000	72,000
Patent Attorney's Fees	5,500	5,500
Industry Report Fee	15,000	15,000
Investigating Accountant's Fees	15,000	15,000
Printing and Distribution	15,000	15,000
Miscellaneous	8,100	7,900
TOTAL	**724,000**	**795,000**

Consistent with the use of funds table contained in Section 2.4, the Company has paid an amount of $199,000 from the proceeds of the Company's seed capital raising towards the expenses of the Offer and the Company will pay the balance of the expenses of the Offer (i.e. being approximately $525,000 assuming Minimum Subscription or $596,000 assuming full Oversubscriptions) from the proceeds of the Offer.

11.11 Continuous disclosure obligations

The Company will be a "disclosing entity" (as defined in section 111AC of the Corporations Act) following admission to the Official List and, as such, will be subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company will be required to continuously disclose any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company's securities.

Price sensitive information is publicly released through ASX before it is disclosed to shareholders and market participants. Distribution of other information to shareholders and market participants is also managed through disclosure to the ASX. In addition, the Company posts this information on its website after the ASX confirms an announcement has been made, with the aim of making the information readily accessible to the widest audience.

11.12 Electronic Prospectus

If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Form. If you have not, please contact the Company and the Company will send you, for free, either a hard copy or a further electronic copy of this Prospectus or both. Alternatively, you may obtain a copy of this Prospectus from the website of the Company at www.clearvuepv.com.

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

11.13 Financial Forecasts

The Directors have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company are inherently uncertain. Accordingly, any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

11.14 Privacy statement

If you complete an Application Form, you will be providing personal information to the Company. The Company collects, holds and will use that information to assess your application, service your needs as a Shareholder and to facilitate distribution payments and corporate communications to you as a Shareholder.

The information may also be used from time to time and disclosed to persons inspecting the register, including bidders for your securities in the context of takeovers, regulatory bodies including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the share registry.

You can access, correct and update the personal information that we hold about you. If you wish to do so, please contact the share registry at the relevant contact number set out in this Prospectus.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the Privacy Act 1988 (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the application for Shares, the Company may not be able to accept or process your application.

12. DIRECTORS' AUTHORISATION

This 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 Prospectus with the ASIC.



Victor Rosenberg
Executive Chairman
For and on behalf of
CLEARVUE TECHNOLOGIES LIMITED

13. GLOSSARY

Where the following terms are used in this Prospectus they have the following meanings:

$ means an Australian dollar.

Apex Greenhouses means Apex Greenhouses (Australia) Pty Ltd (ACN 606 488 911).

Application Form means the application form attached to or accompanying this Prospectus relating to the Offer.

ASIC means Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.

ASX Listing Rules means the official listing rules of ASX.

BIPV means building integrated photovoltaic.

Board means the board of Directors as constituted from time to time.

Closing Date means the closing date of the Offer as set out in the indicative timetable in the Key Offer Information Section of this Prospectus (subject to the Company reserving the right to extend the Closing Date or close the Offer early).

Company means ClearVue Technologies Limited (ACN 071 397 487).

Constitution means the constitution of the Company.

Corporate Adviser Offer means the Offer of Shares to ICW Capital (or its nominees) as set out at Section 2.1.

Corporations Act means the Corporations Act 2001 (Cth).

Directors means the directors of the Company at the date of this Prospectus.

Exposure Period means the period of 7 days after the date of lodgement of this Prospectus, which period may be extended by the ASIC by not more than 7 days pursuant to section 727(3) of the Corporations Act.

Full Oversubscriptions means the maximum amount to be raised under the Offer, being $6,000,000.

Lead Manager Mandate means the mandate between the Company and Ventnor Securities Pty Ltd, as summarised at Section 10.8.

Lead Manager Offer means the Offer of Options to the Lead Manager as set out at Section 2.1.

Minimum Subscription means the minimum amount to be raised under the Offer, being $5,000,000.

Net Income means all income, including milestone or other success payments, received by ClearVue associated with the sale, licence or commercialisation of products or services incorporating the relevant intellectual property exclusive of

freight, insurance charges, GST and after deducting allowances actually made for returned or defective products, dishonoured payments and trade rebates. Where the Net Income is negative then it is deemed to be zero.

Offer means the offer of Shares pursuant to this Prospectus as set out in Section 2.

Official List means the official list of ASX.

Official Quotation means official quotation by ASX in accordance with the ASX Listing Rules.

Option means an option to acquire a Share.

Optionholder means a holder of an Option.

Prospectus means this prospectus.

Section means a section of this Prospectus.

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

Shareholder means a holder of Shares.

Ventnor Capital means Ventnor Capital Pty Ltd (ACN 111 543 741).

Ventnor Securities means Ventnor Securities Pty Ltd as Corporate Authorised Representative (Authorised Representative Number: 000408858) of ACNS Capital Markets Pty Ltd (AFSL 279099).

WST means Western Standard Time as observed in Perth, Western Australia.