



Notice of Annual General Meeting and Proxy Form

29 September 2026

Epiminder Limited (ASX:EPI) (**Epiminder** or the **Company**) advises that an Annual General Meeting (**AGM** or the **Meeting**) of Shareholders will be held on Friday, 30 October 2026 at 12:00pm (AEDT) as a virtual meeting accessible online:

<https://meetings.lumiconnect.com/300-380-991-336>.

In accordance with Listing Rule 3.17, attached are the following documents:

- Letter to Shareholders;
- Notice of Annual General Meeting; and
- Proxy Form.

ENDS

This announcement has been approved by the Company Secretary.

Investor & Media Enquiries

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About Minder®

Minder® is a minimally invasive implantable continuous EEG Monitoring (iCEM®) device that provides clinicians and patients with long-term, objective data on brain electrical activity. The system continuously records bilateral subscalp EEG and transmits data via an external wearable and smartphone application to a secure cloud platform. Patients wear the device during their normal daily activities, enabling real-world monitoring over months or years.

The Minder® System was authorised by the FDA via the de novo pathway and is being used in DETECT as a marketed device in a post-market study. The UMPIRE first-in-human multicentre trial, published in *Epilepsia* (2025), demonstrated Minder's safety and high-quality signal acquisition across extended monitoring periods.

About Epiminder

Founded in 2017 by Professor Mark Cook together with the Bionics Institute, St Vincent's Hospital, the University of Melbourne and Cochlear Limited, Epiminder is a medical device and information solutions company focused on developing diagnostic and treatment tools for epilepsy and other seizure disorders where continuous monitoring is required. Epiminder is headquartered in Melbourne, Australia and has offices in the United States.

29 September 2026

Dear Shareholder,

Epiminder Limited – 2026 Annual General Meeting

Epiminder Limited (ASX:EPI) (**Epiminder** or the **Company**) advises that an Annual General Meeting (**AGM** or the **Meeting**) of Shareholders will be held on Friday, 30 October 2026 at 12:00pm (AEDT) as a virtual meeting accessible online:

<https://meetings.lumiconnect.com/300-380-991-336>.

In accordance with Part 1.2AA of the *Corporations Act 2001*, the Company will only be dispatching physical copies of the Notice of Meeting (**Notice**) to Shareholders who have elected to receive the Notice in physical form. The Notice is being made available to Shareholders electronically and can be viewed and downloaded online at the following link: <https://epiminder.com/investors>. Alternatively, the Notice will also be available on the Company's ASX market announcements page (ASX:EPI).

This Notice is given based on circumstances as at the date of the Notice of meeting. Should circumstances change, the Company will make an announcement on the ASX market announcements platform and on the Company's website at <https://epiminder.com/investors>. Shareholders are urged to monitor the ASX announcements platform and the Company's website.

Your vote is important

The business of the Meeting affects your shareholding and your vote is important. All resolutions will be decided on a poll. The poll will be conducted based on votes submitted by proxy and at the Meeting.

Alternatively, shareholders are strongly encouraged to complete and submit their vote by proxy by using one of the following methods:

Online	https://www.votingonline.com.au/epiagm2026
By Post	Boardroom Pty Limited GPO Box 3993 Sydney NSW 2001
By Fax	+61 9290 9655

Your Proxy instruction must be received not later than 48 hours before the commencement of the Meeting. **Proxy Forms received later than this time will be invalid.**

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

Pre-submitting questions

Shareholders are invited to submit written questions in advance of the meeting. Please send written questions to the Company Secretary at: investors@epiminder.com

On behalf of the Board, thank you for your continued support as a shareholder. We look forward to welcoming you to our AGM on Friday, 30 October 2026.

Yours sincerely,

Belinda Cleminson
Company Secretary

Notice of Annual General Meeting

Explanatory Statement | Proxy Form

Epiminder Limited
ACN 616 831 684

Notice is given that the Annual General Meeting (**AGM** or **the Meeting**) of Shareholders of Epiminder Limited (ASX: EPI) (**Epiminder** or **the Company**) will be held as follows:

Date	Friday, 30 October 2026
Time	12:00 pm AEDT
Venue Location	Virtual Meeting
Online	https://meetings.lumiconnect.com/300-380-991-336

This Notice of Meeting should be read in its entirety. If Shareholders are uncertain about how to vote, they are encouraged to consult their professional advisors before casting their vote.

The accompanying Explanatory Statement provides further details regarding the matters to be addressed at the Meeting. This Notice of Meeting comprises the Explanatory Statement and the Proxy Form.

In accordance with Regulation 7.11.37 of the Corporations Regulations 2001 (Cth), the Directors have determined that those eligible to vote at the Annual General Meeting will be Shareholders registered as of 7:00pm (AEDT) on 28 October 2026.

Definitions of terms and abbreviations used in this Notice of Meeting and the Explanatory Statement can be found in the Glossary.

Important Information for Shareholders about the Company's 2026 AGM

This Notice of Meeting (**Notice**) is given based on circumstances as at 21 September 2026. Should circumstances change, the Company will make an announcement on the ASX market announcements platform and on the Company's website at <https://epiminder.com/investors>. Shareholders are urged to monitor each for any changes leading up to the AGM date.

Venue and Voting Information

The Annual General Meeting of Shareholders to which this Notice of Meeting relates will be held at 12:00 pm AEDT on 30 October 2026 as a Virtual Meeting accessible online.

This year's AGM will be conducted as a fully virtual meeting, held online via the Lumi AGM platform. There will be no physical meeting venue.

To be able to hold this Meeting using virtual meeting technology only, as permitted by the Company's Constitution, the Company is relying upon section 249R(c) of the Corporations Act.

If you wish to virtually attend the AGM (which will be broadcast as a live webinar), please pre-register in advance for the virtual meeting here:

<https://meetings.lumiconnect.com/300-380-991-336>

After registering, you will receive confirmation containing information on how to attend the virtual meeting on the day of the AGM. Shareholders will be able to vote and ask questions at the virtual meeting.

Participating in the Meeting using the online platform

Shareholders and proxyholders may participate in the AGM online using the Lumi platform <https://meetings.lumiconnect.com/> (**Lumi Online Platform**).

By participating in the Meeting using the online platform you will be able to:

- hear the Meeting discussion and view the presentations;
- ask questions orally and in writing while the Meeting is in progress; and
- vote in real time during the Meeting.

Shareholders and proxyholders who wish to participate in the AGM online via the Lumi Online Platform may do so by entering the following URL in their browser <https://meetings.lumiconnect.com/> and then logging in using the following instructions.

To register, Shareholders should have their SRN/HIN, Voting Access Code (**VAC**) and registered postcode or three-character country code ready. Proxyholders will need to contact Boardroom Pty Limited (**Boardroom**) on +61 2 9260 9600 between 8.30 AM and 5.30 PM, Monday to Friday before the meeting to obtain their login details.

Online registration will open one hour before the Meeting starts:

- Enter 'Meeting ID' 300-380-991-336
- Shareholders should enter their Voting Access Code (VAC) and postcode registered to the holding. Overseas Shareholders should select the country of the registered holding from the drop-down list.
- Proxyholders need to contact Boardroom on +61 2 9260 9600 between 8.30 AM and 5.30 PM Monday to Friday before the meeting to obtain their login details.
- Read and accept the Terms and Conditions and click 'Continue'.

For more information regarding participation in the AGM online, including browser requirements, please see the Lumi Online User Guide available at <https://boardroomlimited.com.au/meeting/epi>

Your vote is important

The business of the Meeting affects your shareholding and your vote is important.

Voting virtually at the Meeting

Votes at the Meeting may be given personally or by proxy, attorney or representative.

All resolutions at the Meeting will be decided on a poll. Shareholders are therefore strongly encouraged to lodge a directed proxy in advance of the Meeting via:

<https://www.votingonline.com.au/epiagm2026>. Upon a poll, every person who has lodged a proxy, or who is present online or by proxy, corporate representative or attorney will have one vote for each Share held by that person.

Voting by proxy

To vote by proxy, please use one of the methods outlined in the table below.

Shareholders will need their holder number (Securityholder Reference Number (SRN)) or Holder Identification Number (HIN)) as shown on the front of the Proxy Form.

Your Proxy instruction must be received not later than 48 hours before the commencement of the Meeting - 12:00 pm (AEDT) on Wednesday, 28 October 2026. Proxy Forms received later than this time will be invalid.

Online	https://www.votingonline.com.au/epiagm2026
By Post	Boardroom Pty Limited GPO Box 3993 Sydney NSW 2001
By Fax	+61 9290 9655

Questions to the Board and Management

Shareholders will have a reasonable opportunity at the Annual General Meeting to ask questions relating to the management of the Company and any items of business set out in this Notice of Meeting.

To assist with the efficient conduct of the AGM, Shareholders are also invited to submit written questions in advance of the meeting. These may be directed to the Board, the Company's management, or relate to any agenda items.

Please send written questions to the Company Secretary at investors@epiminder.com

Questions must be received by 23 October 2026 to ensure they can be addressed at the Meeting. Similar questions may be grouped and answered together.

Power of Attorney

If the proxy form is signed under a power of attorney on behalf of a Shareholder, then the attorney must make sure that either the original power of attorney or a certified copy is sent with the proxy form, unless the power of attorney has already been provided to the Share Registry.

Corporate Representatives

If a representative of a corporate shareholder or a corporate proxy will be attending the Meeting, the representative should bring to the Meeting adequate evidence of their appointment, unless this has previously been provided to the Share Registry.

BUSINESS OF THE MEETING

Financial Statements and Reports

"To receive and to consider the Annual Financial Report of the Company for the financial year ended 30 June 2026 together with the declaration of the Directors, the Directors' Report, the Remuneration Report and the Auditor's Report for that financial year."

Note: This item of ordinary business is **for discussion only and is not a resolution**.

Pursuant to the Corporations Act, Shareholders will be given a reasonable opportunity at the Meeting to ask questions about, or make comments in relation to, each of the reports during consideration of these items.

Resolution 1 - Adoption of Remuneration Report

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

"That, for the purpose of Section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's Annual Financial Report for the financial year ended 30 June 2026."

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

Resolution 2 - Re-election of Robert Klupacs as Director

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

"That Robert Klupacs, a Director who retires by rotation in accordance with the Company's Constitution and ASX Listing Rule 14.5 and being eligible offers himself for re-election as a Director of the Company."

Resolution 3 - Approval of Issue of Options to Rohan Hoare, Managing Director and Chief Executive Officer

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

"That, for the purposes of ASX Listing Rule 10.14 and for all other purposes, the Shareholders of the Company approve the issue and allotment of 603,000 Options under the Employee Share Option Plan to Rohan Hoare, Managing Director and Chief Executive Officer of the Company, and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting."

Resolution 4 - Appointment of Auditor

To consider and, if thought fit, to pass the following resolution as an **Ordinary Resolution**:

"That, for the purposes of section 327B(1)(b) of the Corporations Act 2001 (Cth) and for all other purposes, Ernst & Young, having been nominated by a Shareholder of the Company and having consented in writing to act in that capacity, be appointed as auditor of the Company with effect from 1 July 2026."

Resolution 5 - ASX Listing Rule 7.1A Approval of Future Issue of Securities (Additional 10% Placement Capacity)

To consider and, if thought fit, to pass the following resolution as a **Special Resolution**:

"That, for the purposes of ASX Listing Rule 7.1A and for all other purposes, the Shareholders approve the issue of equity securities up to 10% of the issued capital of the Company (at the time of issue) calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting."

Resolution(s) Affected	Voting Exclusion and/or Prohibition Statement
Resolution 1 - Adoption of Remuneration Report	Voting Exclusion Statement If accordance with the Corporations Act, the Company will disregard any votes cast on Resolution 1 by or on behalf of a member of the Company's key management personnel (including the Directors), whose remuneration details are included in the Remuneration Report (KMP), or any of that person's Closely Related Parties (such as close family members and any controlled companies of those persons) (collectively referred to as Restricted Voter). However, the Company need not disregard a vote if: (a) it is cast by a person as a proxy appointed in writing that specifies how the proxy is to vote on Resolution 1; and (b) it is not cast on behalf of a Restricted Voter. If you appoint the person chairing the Meeting (Chair) and you are not a Restricted Voter, by submitting the Proxy Form you authorise the person chairing the Meeting to exercise the proxy even though is connected directly or indirectly with the remuneration of a KMP, and you will be taken to have directed the Chair to vote in accordance with their stated intention to vote in favour of Resolution 1. If you do not want your vote exercised in favour of Resolution 1, you should direct the person chairing the Meeting to vote "against", or to abstain from voting on, this Resolution.
Resolution 3 - Approval of Issue of Options to Rohan Hoare, Managing Director and Chief Executive Officer	Voting Exclusion Statement The Company will disregard any votes cast in favour of Resolution 3 by or on behalf of: (a) a person referred to in rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Employee Share Option Plan (ESOP); or (b) an Associate of that person or those persons. However, this does not apply to a vote cast in favour of Resolution 3 by: (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with direction given to the proxy or attorney to vote on the Resolution in that way; or (b) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met: • the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and • the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way. Voting Prohibition Statement In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment, on Resolution 3 if: (a) the proxy is either:

- a member of the Company's Key Management Personnel; or
 - a Closely Related Party of a member of the Company's Key Management Personnel; and
- (b) the appointment does not specify the way the proxy is to vote on the resolution. However, the above prohibition does not apply if:
- the proxy is the Chair of the Meeting; and
 - the appointment expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with remuneration of a member of the Company's Key Management Personnel.

**Resolution 5 - ASX
Listing Rule 7.1A
Approval of Future
Issue of Securities
(Additional 10%
Placement Capacity)**

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 5 by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 5 by:

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

BY ORDER OF THE BOARD

Belinda Cleminson
Company Secretary

Explanatory Statement

This Explanatory Statement has been prepared for the information of the Shareholders in connection with the business to be conducted at the Annual General Meeting to be held on 30 October 2026 at 12:00 pm AEDT as a Virtual Meeting accessible online via: <https://meetings.lumiconnect.com/300-380-991-336>

The purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions in the Notice of Meeting.

If you are in any doubt about what to do in relation to the Resolutions contemplated in the Notice of Meeting and this Explanatory Statement, it is recommended that you seek advice from an accountant, solicitor or other professional advisor.

Financial Statements and Reports

In accordance with the Constitution and the Corporations Act, the business of the Annual General Meeting will include receipt and consideration of the Annual Financial Report of the Company for the financial year ended 30 June 2026 together with the declaration of the Directors, the Directors' Report, the Remuneration Report and the Auditor's Report.

In accordance with the amendments to the Corporations Act, the Company is no longer required to provide a hard copy of the Company's Annual Financial Report to Shareholders unless a Shareholder has specifically elected to receive a printed copy.

Whilst the Company will not provide a hard copy of the Company's Annual Financial Report unless specifically requested to do so, Shareholders may view the Company Annual Financial Report on its website at <https://epiminder.com/investors>.

No resolution is required for this item, but Shareholders will be given the opportunity to ask questions and to make comments on the management and performance of the Company.

The Company's auditor will be present at the Meeting. During the discussion of this item, the auditor will be available to answer questions on the:

- Conduct of the audit;
- Preparation and content of the Auditor's Report;
- Accounting policies adopted by the Company in relation to the preparation of the financial statements; and
- Independence of the auditor in relation to the conduct of the audit.

Written Questions to the Auditor

If you would like to submit a written question about the content of the Auditor's Report or the conduct of the audit of the Annual Financial Report of the Company's auditor, please send your question to the Company Secretary. A list of qualifying questions will be made available at the Meeting.

Please note that all written questions must be received at least five Business Days before the Meeting, which is by 23 October 2026.

Resolution 1 - Adoption of Remuneration Report

In accordance with section 250R(2) of the Corporations Act, the Company is required to present to its Shareholders the Remuneration Report as disclosed in the Company's Annual Financial Report.

The vote on the Resolution is advisory only and does not bind the Directors or the Company. The Remuneration Report is set out in the Company's Annual Financial Report and is also available on the Company's website at <https://epiminder.com/investors>.

However, if at least 25% of the votes cast are against the adoption of the Remuneration Report at the Meeting (subject of this Notice of Meeting), and then again at the 2027 Annual General Meeting (**2027 AGM**), the Company will be required to put to the vote a resolution (**Spill Resolution**) at the 2027 AGM

to approve the calling of a further meeting (**Spill Meeting**). If more than 50% of Shareholders vote in favour of the Spill Resolution, the Company must convene the Spill Meeting within 90 days of the 2027 AGM. All of the Directors who were in office when the 2027 Directors' Report was approved, other than the Managing Director, will (if desired) need to stand for re-election at the Spill Meeting.

The Remuneration Report explains the Board's policies in relation to the nature and level of remuneration paid to KMPs (including Directors) and sets out remuneration details, service agreements and the details of any share-based compensation.

Voting Exclusion

A voting exclusion applies to this Resolution and is set out in the *Voting Exclusion and Prohibition Statements*.

Directors' Recommendation

The Board is not making a recommendation for this Resolution.

Chair's Intention

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

Resolution 2 - Re-election of Robert Klupacs as Director

Under the Constitution and ASX Listing Rule 14.4, a Director (other than the Managing Director) must not hold office without re-election past the third annual general meeting following the Director's appointment or last election, or past the third anniversary of that appointment or election, whichever is later. Listing Rule 14.5 requires the Company to hold an election of Directors at each annual general meeting.

The Director who has served longest since last being elected must retire by rotation and, if eligible, may offer themselves for re-election.

Mr Klupacs was appointed a Director of the Company on 25 September 2017. Mr Klupacs, having served the longest period, retires by rotation and offers himself for re-election at this AGM.

Biography of Robert Klupacs

Robert Klupacs has been a Director of the Company since 25 September 2017 and is Chair of the Remuneration and Nomination Committee. He is also Chief Executive Officer of the Bionics Institute, an organisation whose mission is to research and develop cutting-edge medical devices to address medical challenges and improve lives.

An Australian-qualified patent attorney, Mr Klupacs has had a successful career across private and publicly listed companies, as well as the academic sector. He is the founder of 28 start-up companies and, with more than 30 years of corporate experience, is highly experienced in translating and commercialising early-stage intellectual property into commercial products and investable corporate ventures.

Mr Klupacs holds a Bachelor of Science (Honours) in Pharmacology from Monash University and a Postgraduate Diploma in Intellectual Property Law from the University of Melbourne.

Technical information required by Listing Rule 14.1A

If this Resolution is passed, Mr Klupacs will be re-elected to the Board as a Non-Executive Director.

If this Resolution is not passed, Mr Klupacs will not continue in his role as a Non-Executive Director. The Company may seek nominations or otherwise identify suitably qualified candidates to join the Company. As an additional consequence, this may detract from the Board and Company's ability to execute on its strategic vision.

Directors' Recommendation

Robert Klupacs has an interest in this Resolution and therefore does not make a recommendation. The other Directors recommend a vote in favour of this Resolution.

Chair's Intention

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

Resolution 3 - Approval of Issue of Options to Rohan Hoare, Managing Director and Chief Executive Officer

This Resolution seeks Shareholder approval to issue and allot 603,000 unlisted options (**Options**) under the Employee Share Option Plan (**ESOP**) to Rohan Hoare (or his nominee), Managing Director and Chief Executive Officer of the Company, which was agreed to by the Company (subject to Shareholder approval).

Accordingly, the Company considers that the issue of the Options is an appropriate mechanism to remunerate Dr Hoare for his services and further align the interests of the Directors with Shareholders of the Company.

Dr Hoare is proposed to receive the following:

Number of Options	Exercise Price
603,000	At a strike price of the 5 day VWAP prior to the AGM date.

The material terms of the Options are outlined in the table above and are described as follows:

- **Vesting:** the Options vest over a period of four years from the date of issue with the exercise of the options subject to having met share price hurdles (see Share Price Conditions below) and also subject to Dr Hoare's continued engagement by the Company.
- **Exercise:** vested Options may be exercised at any time during a period of seven years from the date of issue. The Options are subject agreed share price hurdles. .
- **Exercise price:** At a strike price of the 5 day VWAP prior to the AGM date.
- **Expiry date:** 7 years from the date of issue.
- **Consideration:** the Options are to be issued for nil cash consideration.
- **Quotation:** the Options will not be quoted on ASX. Shares issued on exercise will rank equally with existing Shares and the Company will apply for quotation of those Shares.

Share Price Conditions

In addition to the vesting conditions described above, the exercise of vested Options is subject to satisfaction of share price conditions (each a **Share Price Condition**). The Share Price Conditions have been set to require substantial share price appreciation before any value accrues to Dr Hoare, thereby aligning his interests with those of Shareholders.

A Share Price Condition will be satisfied where the closing bid price of the Company's Shares traded on ASX over any 20 consecutive Trading Days equals or exceeds the applicable share price set out in the table below, at any time during the period commencing on the date of grant and ending on the expiry date of the Options.

Once a Share Price Condition has been satisfied, it will remain satisfied for the purposes of the Options notwithstanding any subsequent reduction in the market price of the Company's Shares. The proportion of vested Options that may be exercised is determined as follows:

Share price achieved (20 consecutive Trading Days)	Proportion of vested Options exercisable	Maximum number of Options exercisable
Less than \$1.25	Nil	Nil
\$1.25	50%	301,500
\$1.50	Remaining 50%	301,500

For context, the exercise price of the Options will be an amount equal to the volume weighted average price of the Company's Shares over the 5 Trading Days immediately preceding the date of the

Meeting. By way of indication only, the 5-day VWAP as at 30 August 2026 was \$0.3967. On that indicative basis, the first Share Price Condition would require share price appreciation of approximately 215% above the exercise price for twenty consecutive trading days before any vested Options become exercisable. The actual exercise price will be determined by reference to the 5 Trading Days immediately preceding the date of the Meeting and may be higher or lower than this amount.

Vested Options for which the applicable Share Price Condition has not been satisfied by the expiry date will lapse.

Director and Related Party Approvals

ASX Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire securities under an employee incentive scheme unless it obtains the approval of its shareholders:

1. a director of the Company;
2. an associate of a director of the Company; or
3. a person whose relationship with the Company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by the Company's shareholders.

As Dr Hoare is a Director of the Company, the proposed issue of Options constitutes the acquisition of securities under an employee incentive scheme for the purposes of Listing Rule 10.14 and therefore requires the approval of the Company's shareholders under Listing Rule 10.14.

To this end, this Resolution seeks the required Shareholder approval to issue the Options to Dr Hoare under and for the purposes of Listing Rule 10.14.

If approval is obtained under Listing Rule 10.14, in accordance with Listing Rule 10.12 (exception 8), separate approval is not required under Listing Rule 10.11. Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. In accordance with Listing Rule 7.2 (exception 14), if this Resolution is passed, the issue of Options will be excluded in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the issue date.

If this Resolution is passed, the Company will be able to proceed with the proposed issue of Options.

If this Resolution is not passed, the Company will not be able to proceed with the proposed issue of Options.

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act prohibits the Company from giving a financial benefit to a related party of the Company unless either:

- (a) the giving of the financial benefit falls within one of the exceptions to the provisions; or
- (b) Shareholder approval under Chapter 2E of the Corporations Act is obtained prior to the giving of the financial benefit.

The proposed issue of options constitutes the giving of a financial benefit.

A "related party" for the purposes of the Corporations Act and the Listing Rules is widely defined and includes a director of a public company, a spouse of a director of a public company or an entity controlled by a director of a public company. The definition of "related party" also includes a person whom there is reasonable grounds to believe will become a "related party" of a public company.

As Dr Hoare is a current Director of the Company, they are considered to be a "related party" of the Company. Therefore, the proposed issue of Options to Dr Hoare (or their nominee) requires Shareholder approval under Chapter 2E of the Corporations Act and Listing Rule 10.14, unless the issue of Director Options falls within one of the exceptions to the provisions.

The Board (with the conflicted Director excluded) carefully considered the issue of Options and formed the view that the giving of the financial benefit to that Director was reasonable remuneration given the circumstances of the Company, the quantum and terms of the Options and the responsibilities held by that Director in the Company.

Accordingly, the Company considers that the issue of these Director Options to Dr Hoare falls within the "reasonable remuneration" exception as set out in section 211 of the Corporations Act, and relies on this exception for the purposes of Resolution 3. Shareholder approval under Chapter 2E of the Corporations Act is therefore not required for this issue.

Information Required by Listing Rule 10.15

The following information in relation to the issue of Options is provided to Shareholders for the purposes of Listing Rule 10.15:

Requirement	Detail
The name of the person	Rohan Hoare
Which category in rules 10.14.1 – 10.14.3 the person falls within and why	Listing Rule 10.14.1 – Dr Hoare is a Director of the Company (Managing Director and Chief Executive Officer)
The number and class of each securities proposed to be issued	603,000 Options, each entitling the holder to subscribe for one fully paid ordinary Share
If the securities are not fully paid ordinary shares, a summary of the material terms of the securities	603,000 Options, each entitling the holder to subscribe for one fully paid ordinary Share. The Options vest over a period of four years from the date of issue, subject to Dr Hoare's continued engagement by the Company. Exercise of vested Options is additionally subject to satisfaction of the Share Price Conditions described above. Exercisable within 7 years of issue; exercise price equal to the 5-day VWAP prior to the AGM date; expiring 7 years from the date of issue; unquoted;
If the person is a director, details of their total remuneration package	Fixed remuneration: US\$444,000 per annum. US health insurance allowance: US\$9,000 per annum, applied towards maintaining health insurance in the United States. Short-term incentive (STI): eligible to receive up to 50% of his fixed remuneration, subject to the Company being satisfied, in its absolute discretion, that he has met the applicable key performance indicators. Maximum STI opportunity: based on current fixed remuneration, up to US\$222,000 per annum. Long-term incentive (LTI): entitled to participate in the Company's LTI Plan, under which eligible participants may be granted Options.
The number of securities previously issued to the person under the scheme and average acquisition price paid	2,978,796 unlisted Options with an exercise price of \$0.875 and expiring on 9 March 2036

	2,847,292 unlisted Options with an exercise price of \$1.75 and expiring on 27 November 2040 900,000 unlisted Options with an exercise price of \$1.50 and expiring on 27 November 2040
The date(s) securities will be issued to the person under the scheme (not later than 3 years after this AGM)	No later than three years after the date of the Meeting.
The price of the securities	The Options will be issued for nil cash consideration.
The purpose of the issue	To incentivise and retain Dr Hoare and to align his interests with those of Shareholders by linking a portion of his remuneration to the Company's performance and share price. No funds will be raised from the issue of the Options, as they are issued for nil cash consideration.
A summary of the material terms of the scheme	The Options will be issued under the Company's existing Employee Share Option Plan (ESOP). Summary of the material terms of the ESOP is in the prospectus 10 November 2025. A copy of the ESOP is set out in Annexure B.
A summary of the material terms of any loan that will be made to the person in relation to the acquisition	No loan will be made by the Company to Dr Hoare in relation to the acquisition of the Options.

Details of any securities issued under the ESOP will be published in each annual report of the Company relating to a period in which securities have been issued, and that approval for the issue of securities was obtained under Listing Rule 10.14. Any additional persons who become entitled to participate in the ESOP after the resolution was approved and who were not named in the notice of meeting will not participate until approval is obtained under Listing Rule 10.14.

Other than securities issued to the Chair pursuant to the Company's capital raising activities (which were exempt from Listing Rule 10.11 under Listing Rule 10.12 (Exception 2)), no securities have been issued to non-executive directors under Listing Rules 10.11 or 10.14 in the three years preceding the date of this Meeting

Voting Exclusion

A voting exclusion and prohibition applies to this Resolution and is set out in the *Voting Exclusion and Prohibition Statements*.

Directors' Recommendation

Rohan Hoare has an interest in this Resolution and therefore does not make a recommendation. The other Directors recommend a vote in favour of this Resolution.

Chair's Intention

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

Resolution 4 - Auditor Appointment

On 29 May 2026 the Company announced that, following a formal evaluation process of external audit services, the Board had resolved to appoint Ernst & Young (EY) as the Company's auditor with effect from 1 July 2026, being the commencement of the financial year ending 30 June 2027.

That appointment is subject to the Australian Securities and Investments Commission (ASIC) granting its consent to the resignation of the Company's auditor, Horizon Nexus (Audit) Pty Ltd, under section 329(5) of the Corporations Act. ASIC approval is currently in progress. The Board has recorded its thanks to Horizon Nexus for its professional services and support during its tenure.

The Directors appointed EY to fill the resulting casual vacancy in the office of auditor under section 327C(1) of the Corporations Act. An auditor so appointed holds office until the Company appoints an auditor at its next Annual General Meeting. Resolution 4 seeks Shareholder approval for that appointment.

A nomination of EY as auditor was received from Mark McLellan, a Shareholder of the Company, on 21 September 2026, a copy of which is set out in Annexure A. EY has given its written consent to act as auditor of the Company and has not withdrawn that consent.

Directors' Recommendation

The Directors unanimously recommend that Shareholders vote in favour of Resolution 4.

Chair's Intention

The Chair intends to vote all undirected proxies in favour of this Resolution 4.

Resolution 5 - ASX Listing Rule 7.1A Approval of Future Issue of Securities (Additional 10% Placement Capacity)

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities it had on issue at the start of that period.

Under Listing Rule 7.1A, however, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to add an additional 10% capacity. An eligible entity for the purposes of Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation less than the amount prescribed by ASX (currently \$300 million).

As of the date of this Notice of Meeting, the Company has a market capitalisation of approximately \$63 million and therefore is an eligible entity. If at the time of the Meeting the Company is no longer an eligible entity this Resolution will be withdrawn.

This Resolution seeks Shareholder approval by way of a special resolution for the Company to have the additional 10% capacity provided for in Listing Rule 7.1A to issue equity securities without Shareholder approval.

If this Resolution is passed, the Company will be able to issue equity securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If this Resolution is not passed, the Company will not be able to access the additional 10% capacity to issue equity securities without Shareholder approval provided for in Listing Rule 7.1A and will remain subject to the 15% limit on issuing equity securities without Shareholder approval set out in Listing Rule 7.1.

Information Required by ASX Listing Rule 7.3A

The following information is provided to Shareholders for the purposes of Listing Rule 7.3A.

Period for which the approval will be valid

An approval under this Listing Rule 7.1A commences on the date of the annual general meeting at which the approval is obtained and expires on the first to occur of the following:

- (a) the date which is 12 months after the date of the annual general meeting at which the approval is obtained;
- (b) the time and date of the entity's next annual general meeting; and
- (c) the time and date on which Shareholders approve a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking).

Minimum price at which the equity securities may be issued under Listing Rule 7.1A

Any equity securities issued under Listing Rule 7.1A.2 must be an existing quoted class of the Company's equity securities and issued for cash consideration.

The issue price per equity security must not be less than 75% of the volume weighted average market price of the equity securities in that class, calculated over 15 Trading Days on which trades in that class were recorded immediately before:

- (a) the date on which the price at the equity securities are to be issued is agreed by the Company and the recipient of the equity securities; and
- (b) if the equity securities are not issued within 10 trading days of the date in paragraph (a), the date on which the equity securities are issued.

Purposes for which the funds raised by an issue of equity securities under Listing Rule 7.1A may be used

As noted above, any equity securities issued under Listing Rule 7.1A.2 must be issued for cash consideration. Accordingly, every issue of equity securities under Listing Rule 7.1A.2 will have an accompanying proposed use of funds at the time of issue.

As at the date of this Notice, the Company has not formed an intention to offer any equity securities under Listing Rule 7.1A during the Listing Rule 7.1A mandate period, if Shareholders approve this Resolution. However, if Shareholders approved this Resolution and the Company did raise funds from the issue of equity securities under Listing Rule 7.1A, based on the Company's existing plans, the Company considers that the funds may be used for the following purposes:

- (a) to further develop the Company's business;
- (b) to be applied to the Company's working capital requirements;
- (c) to acquire assets, in which circumstances the issue of the ordinary shares may be made in substitution for the Company making a cash payment for the assets; and
- (d) to pay service providers or consultants of the Company.

Risk of economic and voting dilution to existing ordinary Securityholders

If this Resolution is approved, and the Company issues equity securities under Listing Rule 7.1A, the existing Shareholders' economic and voting power in the Company will be diluted.

There is a risk that:

- (a) the market price for the Company's equity securities in that class may be significantly lower on the issue date than on the date of the approval under Listing Rule 7.1A; and
- (b) the equity securities may be issued at a price that is at a discount (as described above) to the market price for the Company's equity securities on the issue date;

which may have an effect on the amount of funds raised by the issue of equity securities under Listing Rule 7.1A.

The table below shows the potential dilution of existing Securityholders on the basis of 3 different assumed issue prices and values for the variable "A" in the formula in rule 7.1A.2

Variable "A" ASX Listing Rule 7.1A.2		Potential Dilution and Funds Raised		
		\$0.1450 50% decrease in issue price	\$0.290 issue price ^(b)	\$0.580 100% increase in issue price
"A" is the number of shares on issue,^(a) being 216,671,652 Shares	10% voting dilution^(c)	21,667,165	21,667,165	21,667,165
	Funds raised	\$3,141,739	\$6,283,478	\$12,566,956
"A" is a 50% increase in shares on issue, being 325,007,478 Shares	10% voting dilution^(c)	32,500,747	32,500,747	32,500,747
	Funds raised	\$4,712,608	\$9,425,217	\$18,850,433
"A" is a 100% increase in shares on issue, being 433,343,304 Shares	10% voting dilution^(c)	43,334,330	43,334,330	43,334,330
	Funds raised	\$6,283,478	\$12,566,956	\$25,133,911

Notes:

- (a) Based on the total number of fully paid ordinary Shares on issue as at 18 September 2026.
- (b) Based on the closing price of the Company's Shares on ASX as at 18 September 2026.
- (c) The table assumes that the Company issues the maximum number of ordinary Shares available to be issued under Listing Rule 7.1A.
- (d) The table does not show an example of dilution that may be caused to a particular Shareholder by reason of issues of equity securities under Listing Rule 7.1A based on that Shareholder's holding at the date of this Explanatory Statement.
- (e) The table shows the effect of an issue of equity securities under Listing Rule 7.1A only, not under the Company's 15% placement capacity under Listing Rule 7.1.

Allocation policy for issues under Listing Rule 7.1A

The Company's allocation policy and the identity of the allottees of equity securities under Listing Rule 7.1A will depend on several factors, including:

- (a) the Company's intentions in relation to the possible issue of equity securities (for cash consideration) during the Listing Rule 7.1A mandate period;
- (b) the structure and timeframe of the capital raising opportunities available to the Company and any alternative methods for raising funds that are available to the Company (such as a pro rata offer or an offer under a share purchase plan);

- (c) the potential effect on the control of the Company;
- (d) the Company's financial position and the likely future capital requirements; and
- (e) advice from the Company's corporate or financial advisors.

Based on the Company's historical cashflow reports and capital raising activities in the past 12 months, the Company considers that it may raise funds during the Listing Rule 7.1A mandate period, although this cannot be guaranteed. As of the date of this Notice, no specific intention to issue equity securities in relation to any parties, investors or existing Securityholders has been formed. In addition, no intentions have been formed in relation to the possible number of issues, or the time frame in which the issues could be made. Subject to the requirements of the Listing Rules and the Corporations Act, the board of Directors reserve the right to determine at the time of any issue of equity securities under Listing Rule 7.1A, the allocation policy that the Company will adopt for that issue.

When and if the determination is made to proceed with an issue of equity securities during the Listing Rule 7.1A mandate period, details regarding the allottees and purposes of issue will be disclosed pursuant to the Company's obligations under Listing Rules 3.10.3 and 7.1A.4.

Offers made under Listing Rule 7.1A may be made to parties (excluding any related parties) including professional and sophisticated investors, existing Shareholders of the Company, clients of Australian Financial Service Licence holders and/or their nominees, or any other person to whom the Company is able to make an offer of equity securities.

Issue or agreement to issue equity securities under Listing Rule 7.1A in the 12 months prior to the AGM

As this is the Company's first Annual General Meeting since its admission to the official list of the ASX, the Company has not previously obtained shareholder approval under Listing Rule 7.1A. Accordingly, the Company did not have the capacity to issue, and has not issued, any equity securities under Listing Rule 7.1A.2 during the 12 months preceding this Meeting.

This Resolution is a Special Resolution. For a Special Resolution to be passed, at least 75% of the votes validly cast on the resolution by Shareholders (by number of ordinary shares) must be in favour of this Resolution.

Voting Exclusion

A voting exclusion applies to this Resolution and is set out in the *Voting Exclusion and Prohibition Statements*.

Directors' Recommendation

The Directors recommend a vote in favour of this Resolution.

Chair's Intention

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

Glossary

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

Annual Financial Report means the 2026 Annual Report to Shareholders for the period ended 30 June 2026 as lodged by the Company with ASX.

Annual General Meeting or **AGM** or **Meeting** means an Annual General Meeting of the Company and, unless otherwise indicated, means the meeting of the Company's members convened by this Notice of Meeting.

ASIC means Australian Securities and Investments Commission.

Associate has the meaning given to it by the ASX Listing Rules.

ASX means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires, of Level 27, 39 Martin Place, Sydney, NSW 2000.

ASX Listing Rules or **Listing Rules** means the official ASX Listing Rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Auditor's Report means the auditor's report of Horizon Nexus (Audit) Pty Ltd as included in the Annual Financial Report.

Board means the current board of Directors of the Company.

Business Day means a day on which trading takes place on the stock market of ASX.

Chair means the person chairing the Meeting.

Closely Related Party of a member of the KMP means:

- (a) a spouse or child of the member;
- (b) a child of the member's spouse;
- (c) a dependant of the member or of the member's spouse;
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealings with the Company;
- (e) a company the member controls; or
- (f) a person prescribed by the *Corporations Regulations 2001* (Cth).

Company means Epiminder Limited ACN 616 831 684.

Constitution means the Company's constitution.

Corporations Act means the *Corporations Act 2001* (Cth) as amended or replaced from time to time.

Director means a current director of the Company.

Directors' Report means the report of Directors as included in the Annual Financial Report.

Explanatory Statement means the explanatory statement accompanying this Notice of Meeting.

ESOP means the Company's Employee Share Option Plan.

EY means Ernst & Young.

KMP means key management personnel (including the Directors) whose remuneration details are included in the Remuneration Report.

Notice of Meeting or **Notice of Annual General Meeting** means this notice of Annual General Meeting including the Explanatory Statement.

Option or **Options** means an option to subscribe for a Share, issued on the terms set out in this Notice of Meeting.

Ordinary Resolution means a resolution that can only be passed if at least 50% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

Proxy Form means the proxy form attached to this Notice of Meeting.

Remuneration Report means the remuneration report as set out in the Annual Financial Report.

Resolutions means the resolutions set out in this Notice of Meeting, or any one of them, as the context requires.

Restricted Voter means a member of the Company's KMP and any Closely Related Parties of those members.

Securities mean Shares and/or Options (as the context requires).

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

Shareholder means a holder of a Share.

Share Registry means Boardroom Pty Limited.

Special Resolution means a resolution that can only be passed if at least 75% of the total votes cast by Shareholders entitled to vote on the resolution are voted in its favour at the meeting.

Spill Meeting means the meeting that will be convened within 90 days of the 2027 AGM if a threshold of votes is cast against the adoption of the Remuneration Report at the Meeting.

Spill Resolution means the resolution required to be put to Shareholders at the 2027 AGM if a threshold of votes is cast against the adoption of the Remuneration Report at the Meeting.

Trading Day has the meaning given to that term in ASX Listing Rule 19.12.

VWAP means the volume weighted average market (closing) price, with respects to the price of Shares.

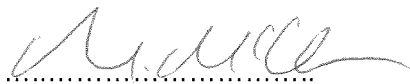
21 September 2026

Board of Directors
Epiminder Limited
Office 210/211, West Podium,
Mezzanine 2, 525 Collins Street,
Melbourne VIC 3000, Australia

Directors

I, Mark McLellen, being a member of Epiminder Limited ACN 616 831 684 (**Company**),
nominate **Ernst and Young** in accordance with section 328B(1) of the *Corporations Act*
2001 (Cth) (**Corporations Act**) to fill the office of auditor of the Company.

Please distribute copies of this notice of nomination as required by section 328B(3) of the
Corporations Act.



Signature

Mark McLellen

.....
Name

21 September 2026

.....
Date

Epiminder Limited
ACN 616 831 684

Employee Share Option Plan

Adopted by the Board on 7 April 2025

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATIONS	9
1.1	Definitions	9
1.1	Interpretation	12
1.2	Business Days	12
1.3	Successors and Assigns	12
1.4	Compliance with applicable law and Listing Rules	13
2.	INVITATION AND ELIGIBILITY	13
3.	ACCEPTANCE	14
4.	ISSUE OF OPTIONS	14
5.	VESTING AND EXERCISE OF OPTIONS	15
5.1	Vesting of Options	15
5.2	Exercise Procedure	15
5.3	Allocation and registration of Shares	15
5.4	Quotation of Shares on ASX	16
5.5	Attorney.....	16
5.6	Compliance with applicable laws, Deed of Accession and payment of Exercise Price	16
6.	LAPSE OF OPTIONS	16
7.	CESSATION OF EMPLOYMENT	17
7.1	Cessation as a Good Leaver - Options	17
7.2	Cessation as a Bad Leaver - Options.....	18
7.3	Treatment of Shares on cessation	18
7.4	Approved leave of absence	18
8.	CHANGE OF CONTROL EVENTS.....	19
8.1	Change of Control Events	19
8.2	Notification of vesting or exercise	19
8.3	Acquisition of securities or shares in Acquiring Entity	19
9.	REORGANISATION OF CAPITAL AND OTHER TRANSACTIONS.....	19
9.1	Reorganisation of capital	20

9.2	Rights Issues	20
9.3	Bonus Issues	20
10.	SECURITIES TRADING RESTRICTIONS.....	20
11.	TERMS AND CONDITIONS OF OPTIONS	20
11.1	Rules of ESOP and Constitution	20
11.2	Transfers.....	20
11.3	Dividends	20
11.4	Voting	20
12.	VARIATION OF PLAN	21
12.1	Power to make amendments	21
12.2	Restrictions on amendments.....	21
12.3	Notice of amendment	21
13.	TAXATION	21
14.	ADMINISTRATION	21
15.	GOVERNING LAW	22

EPIMINDER LIMITED
(ACN 616 831 684)

EMPLOYEE SHARE OPTION PLAN

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Plan unless there is something in the subject or context inconsistent therewith:

“Acquiring Entity” has the meaning given to that term in clause 8.3(a);

“Associate” has the meaning given to that term in section 9 of the Corporations Act.

“ASX” means ASX Limited (ABN 98 008 624 691) or, as the case requires, the financial market known as 'ASX' operated by it;

“Bad Leaver” means any Participant who ceases their employment or engagement as a Consultant:

- (a) in circumstances where they are not a Good Leaver; or
- (b) as a Good Leaver but who subsequently becomes a Bad Leaver, as determined by the Board.

“Board” means the Board of Directors from time to time of the Company, or any sub- committee of the Board of the Company to which responsibility for this Plan is delegated from time to time;

“Business Day” means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria;

“Cause” means in respect of a Participant:

- (c) a material breach by the Participant of their employment agreement or other terms of engagement with a Group Company;
- (d) engagement by the Participant in fraudulent conduct, dishonest conduct, illegal conduct or gross misconduct;
- (e) embezzlement or misappropriation of any Group Company’s assets or fraud with respect to any dealings with any Group Company by that Participant;
- (f) wilful breach of that Participant’s duties or obligations in respect of any Group Company; or
- (g) conviction of or plea of guilty to a serious indictable criminal offence or any other crime that involves theft or dishonesty by that Participant.

“Change of Control Event” means where there is:

- (a) a Takeover Bid becomes unconditional in all respects; or
- (b) any other transaction, event or state of affairs that in the Board’s opinion is likely to result in, or should otherwise be treated as, a change in Control of the Company.

“Company” means Epiminder Limited (ACN 616 831 684) of 210 West Podium, Mezzanine 2, 525 Collins Street, Melbourne, Victoria, 3000;

“Constitution” means the constitution of the Company from time to time;

“Consultant” means any person who is engaged by a Group Company to render consulting or advisory services to such entity;

“Control” has the meaning given to that term in section 50AA of the Corporations Act.

“Corporations Act” means the *Corporations Act 2001* (Cth);

“Directors” means the Directors from time to time of the Company;

“Eligible Associate” means, subject to the Corporations Act, Listing Rules or any other applicable law, in relation to an Eligible Employee:

- (a) a company (including a company acting as corporate trustee of a trust) whose members comprise of no persons other than the Eligible Employee or persons related to the Eligible Employee; or
- (b) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*) where the Eligible Employee is a director of the trustee.

“Eligible Employee” means, subject to the Corporations Act, Listing Rules or any other applicable law, any employee of a Group Company who is declared by the Board to be an Eligible Employee for the purposes of this Plan including, without limitation:

- (a) a director of the Company who is declared by the Board to be an Eligible Employee for the purposes of this Plan;
- (b) an employee of a Group Company; and/or
- (c) a Consultant to a Group Company;

“Exercise” means in respect of an issued Option which has vested, the issue of Shares following the receipt by the Company of a Notice to Exercise of Options, together with the applicable Exercise Price, in accordance with the provisions of this Plan and the terms of the relevant Invitation, and **Exercised** has a corresponding meaning.

“Exercise Notice” means a notice in the form attached to a Participant’s Invitation or in any other form approved by the Board from time to time.

“Exercise Period” means the period specified in the Invitation or otherwise determined in accordance with this Plan within which the Option may be exercised in accordance with Clause 5;

“Exercise Price” in respect of an Option which is to be exercised in a Share, means the price determined by the Board, in its absolute discretion, and specified in the Invitation;

“Expert” means the person appointed at any time and from time to time by the Board (being a person reasonably believed by the Board to be a competent valuer) to determine the Market Value of an Option;

“Good Leaver” means a Participant who ceases employment or engagement as a Consultant as a result of:

- (a) death;
- (b) permanent disability or incapacity (being any absence from work for six months during any twelve month period) through ill health as certified by a qualified medical practitioner;

- (c) redundancy;
- (d) retirement at the initiative of the Participant;
- (e) dismissal, termination or non-renewal by a Group Company of the Participant's employment contract or consultancy contract (as applicable) for any reason other than for Cause; or
- (f) such other circumstances that result in the Participant ceasing to be engaged or employed by the Company and that the Board determines should be treated as a Good Leaver for the purposes of this Plan.

"Group Company" means each of the Company and its subsidiaries.

"Invitation" means the invitation issued by the Board to an Eligible Employee in accordance with Clause 2.1;

"Issue Date" means the date upon which an Option is issued;

"Issue Price" in relation to an Option, means the price determined by the Board in its absolute discretion and specified in the Invitation made in relation to that Option;

"Leaver Determination Notice" has the meaning given to that term in clause 7.1(a);

"Listing Rules" means the official listing rules of ASX (as their application is affected by any

"Market Value" in relation to a Share, means the amount determined by the Board as being the market value of the Share, calculated having regard to such matters and factors as the Board may consider to be relevant to the Company including (without limitation):

- (a) the profitability of the Company;
- (b) future prospects and opportunities;
- (c) recent transactions and developments of other companies of a similar type or engaged in a similar business to that of the Company; and/or
- (d) the value as determined by the Expert (applying generally accepted valuation methods) provided that the decision as to whether or not to engage an Expert shall rest entirely in the discretion of the Board;

"Option" means an option to acquire Shares pursuant to the Plan;

"Participant" means an Eligible Employee or Eligible Associate who has accepted an Invitation under the Plan and who agrees to be bound by the terms of the Plan;

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

"Share" or "Security" means a fully paid ordinary share in the capital of the Company;

"Shareholder" means the holder of a Share or Shares;

"Stock Exchange" means any recognised stock exchange, upon which the Shares are listed (or proposed to be listed);

“Takeover Bid” has the meaning given to that term in section 9 of the Corporations Act.

“Termination Date” means the date on which a Participant ceases to be employed or otherwise engaged by a Group Company, or such other date as determined by the Board.

“Vest” in respect of an Option, means that the Option has become capable of being Exercised by the Participant during the Exercise Period in accordance with the terms of this Plan and the Invitation, and **Vested** has a corresponding meaning.

1.1 Interpretation

In this Plan unless there is something in the subject or context inconsistent therewith:

- (a) a reference to any legislation or to any provision of any legislation shall include any modification or re-enactment of, or any legislative provision substituted for, and all legislation and statutory instruments issued under, such legislation or such provision and shall include the corresponding legislation in such other State or Territory of the Commonwealth of Australia as may be relevant from time to time;
- (b) words (including words defined in this Plan) denoting the singular number shall include the plural and vice versa;
- (c) words importing natural persons shall (where appropriate) include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- (d) words denoting any gender shall include all genders;
- (e) words "written" and "in writing" include any means of visible reproduction of words in a tangible and permanently viable form;
- (f) references to Clauses are references to the Clauses of this Plan;
- (g) a reference to any document or agreement shall be deemed to include references to such document or agreement as novated, supplemented, varied or replaced from time to time; and
- (h) the headings in this Plan are for the purpose of more convenient reference only and shall not form part of this Plan or affect its construction or interpretation.

1.2 Business Days

Except where otherwise expressly provided, where under or pursuant to this Plan or anything done hereunder the day on or by which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing shall be done on the immediately succeeding Business Day.

1.3 Successors and Assigns

The obligations and liabilities imposed and the rights and benefits conferred on persons under this Plan shall be binding upon and enure in favour of the respective persons and each of their respective successors in title, legal personal representatives and permitted assigns.

1.4 Compliance with applicable law and Listing Rules

- (a) All offers under this Plan are made pursuant to Division 1A of Part 7.12 of the Corporations Act.
- (b) This document and each Invitation is to be interpreted subject to and must be operated in accordance with any applicable law (including any provision of the Corporations Act) and the Listing Rules.
- (c) In the event of any inconsistency between the Corporations Act or the Listing Rules and this document or any Invitation:
 - (i) the Corporations Act and the Listing Rules prevail to the extent of the inconsistency; and
 - (ii) this document and each relevant Invitation will be deemed to be altered to the extent necessary to comply with the Corporations Act and/or the Listing Rules.
- (d) Notwithstanding any other provision of this Plan, Option and Shares will not be allocated, issued, acquired, transferred or otherwise dealt with under this Plan, and no other benefit will be deliverable under this Plan, if to do so would:
 - (i) contravene the Constitution, the Corporations Act, the Listing Rules, or any other applicable laws, including (without limitation) if to do so would contravene Chapter 6 of the Listing Rules or any takeover provisions of the Corporations Act; or
 - (ii) give rise to unreasonable cost or regulatory requirements for the Company.

2. INVITATION AND ELIGIBILITY

- 2.1** The Board may from time to time, in its absolute discretion, issue an invitation (in such form as the Board determines) to an Eligible Employee or Eligible Associate (as applicable) inviting the Eligible Employee or Eligible Associate (as applicable) to apply for Options for up to the number of Options specified in the invitation (“**Invitation**”). In making these determinations, the Board may have regard to any matters which it considers relevant, including, without limitation:
- (a) the potential contribution of the Eligible Employee to the growth of the Company;
 - (b) any other matters which tend to indicate the merit of the Eligible Employee;
 - (c) the period of time that Eligible Employee will or is likely to continue to be associated with a Group Company after the issue of the Options;
 - (d) taxation implications for the Company, that Eligible Employee and/or other Eligible Employees participating in the Plan; and
 - (e) applicable securities laws and/or employment laws.
- 2.2** The Invitation may be in any other form approved by the Board from time to time subject to any applicable requirements of the Listing Rules and the Corporations Act.
- 2.3** Without limiting the Board’s discretion, the terms of an Invitation must be made in writing and made pursuant to Division 1A of Part 7.12 of the Corporations Act.
- 2.4** An Invitation must be issued with such other information or other documents in respect of the Invitation as required by the Corporations Act or the Listing Rules (as the case may be).

- 2.5** Each Eligible Employee or Eligible Associate acknowledges that any advice given by any member of the Board or the Company in connection with any offer of Options under this Plan is general advice only. Participants should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.
- 2.6** The Board shall only offer or issue Options to any Eligible Employee or Eligible Associate in accordance with the Plan such that the number of Shares into which the Options will or may convert upon exercise of the Options pursuant to the Plan will not exceed the maximum percentage of all issued Shares on a fully diluted basis as the Shareholders may approve from time to time.
- 2.7** The Plan must be operated in accordance with this Plan and any applicable requirements of the Listing Rules and the Corporations Act, which bind the Company, each Eligible Employee, Eligible Associate and each Participant.
- 2.8** The Company will pay all expenses, costs and charges in relation to the establishment and operation of the Plan, including all costs incurred in or associated with:
- (a) an issue of Options; and
 - (b) any issue of Shares pursuant to the exercise of any Options (except the Exercise Price);
- granted to Eligible Employees or Eligible Associate under this Plan.
- 2.9** Options must not be offered under this Plan in a manner that would contravene the Corporations Act, the Listing Rules, the Constitution or any other applicable laws and may be offered on any additional terms as the Board considers appropriate (not being inconsistent with this Plan).
- 2.10** Neither this Plan nor any Option shall confer upon any Participant any right with respect to continuing the Participant's relationship as an employee with a Group Company, nor shall it interfere with his or her right or the relevant Group Company's right to terminate such relationship at any time with or without Cause.

3. ACCEPTANCE

- 3.1** Within 28 days (or such other period as the Board may determine) of the date of an invitation given pursuant to Clause 2.1, an Eligible Employee or Eligible Associate (as applicable) may accept the Invitation by delivering to the Company a duly signed Acceptance Form, in the form attached to the Invitation (or in any other form approved by the Board from time to time).
- 3.2** The Eligible Employee may accept an Invitation in respect of the number of Options specified in the Invitation or any part thereof and can nominate an Eligible Associate to accept any or all of the number of Options specified in the Invitation.
- 3.3** Each Eligible Employee or Eligible Associate, upon accepting an Invitation under this Plan shall be taken to have agreed to be bound by:
- (a) this Plan;
 - (b) any additional terms imposed under this Plan; and
 - (c) the Constitution or any other applicable documents as the Board determines from time to time.

4. ISSUE OF OPTIONS

- 4.1** Upon receipt of a duly signed Acceptance Form from the Eligible Employee or Eligible Associate (as applicable) as referred to in Clause 3.1 the Company shall, subject to Clause 4.2, the Corporations Act, the Listing Rules and any other applicable law, issue the Options applied for and shall register the Participant as the holder of the number of Options applied for in the Acceptance Form.
- 4.2** The Company will maintain, in such form as the Board determines, a register detailing the Options held by each Participant from time to time.
- 4.3** The Company shall not be required to issue to the Eligible Employee or Eligible Associate the Options applied for, if the Eligible Employee is no longer employed by the Company.

5. VESTING AND EXERCISE OF OPTIONS

5.1 Vesting of Options

Subject to Clauses 7, 8 and 9, Options shall Vest on the vesting date(s) specified in the Invitation, subject to such terms and conditions as to performance contingencies, hurdles and targets as the Board considers reasonable in the interests of the Company as a whole.

5.2 Exercise Procedure

- (a) An Option may only be exercised once it has Vested in accordance with this Plan and/or the relevant Invitation.
- (b) If an Option is not exercised in accordance with this clause 5.2 and within the Exercise Period, the Option will automatically lapse.
- (c) Options are exercisable by a Participant completing and signing an Exercise Notice and delivering it with the Company (or as otherwise determined from time to time by the Board), together with payment to the Company of an amount equal to the Exercise Price for the Options being exercised.
- (d) Subject to the terms and conditions of this Plan, the Corporations Act, the Listing Rules and any other applicable law, upon delivery of a duly executed Exercise Notice together with payment to the Company of an amount equal to the Exercise Price for the Options being exercised, each Option shall entitle the Participant to be issued with one Share, which ranks equally in every way (including for dividends for which entitlement is determined after the issue) with those then issued Shares.

5.3 Allocation and registration of Shares

- (a) As soon as reasonably practicable following receipt of a duly executed Exercise Notice, the Company will allocate to the Participant the number of Shares to which the Participant is entitled in respect of the Options in accordance with the Invitation and this Plan by one or a combination of the following:
 - (i) issuing Shares to the Participant; or
 - (ii) procuring the transfer of Shares to the Participant,without the need for further action by the Participant.
- (b) Shares required to be allocated to a Participant under clause 5.2 are to be registered in the

name of that Participant (who, upon registration, becomes a Shareholder).

5.4 Quotation of Shares on ASX

- (a) The Company will apply for quotation of Shares issued under this Plan within the period required by ASX.
- (b) For the avoidance of doubt, any Options issued under this Plan will not be quoted on ASX.

5.5 Attorney

Each Participant, by accepting an Invitation irrevocably appoints any two Directors of the Company jointly as their attorneys to do all such acts, matters and things and to execute transfers and other documents on their behalf to effect compliance by that Participant with their obligations under this Plan, and each Participant, by accepting an Invitation, ratifies and confirms all such actions carried out on its behalf by the attorneys.

5.6 Compliance with applicable laws and payment of Exercise Price

Shares shall not be issued pursuant to the exercise of an Option unless:

- (a) the Company complies with all applicable requirements of the Corporations Act, the Listing Rules and/or any other applicable law;
- (b) the exercise of such Option and the issue and delivery of such Shares complies with all applicable laws and the Constitution; and
- (c) the Participant has paid the full amount of the Exercise Price by cheque, bank draft or electronic funds transfer (or by any other means approved by the Board) and such funds have cleared.

6. LAPSE OF OPTIONS

6.1 Subject to clauses 7, 8 and 9 and any applicable law (including the Listing Rules), Options held by a Participant will lapse:

- (a) on such date as the Board determines that any vesting conditions set out in the relevant Invitation have not been or become incapable of being satisfied;
- (b) if the Option has not been validly exercised in accordance with clause 5.2, at the expiry of the Exercise Period;
- (c) if a Participant ceases to be employed or otherwise engaged by a Group Company, in the circumstances set out in, and in accordance with the procedure prescribed in, clause 7;
- (d) if the Eligible Employee ceases to be an Eligible Employee, on the date on which the Board determines;
- (e) if the Company is to be wound up, at such time as the Board notifies to all Participants; or
- (f) in accordance with any other circumstances set out in this Plan.

7. CESSATION OF EMPLOYMENT

7.1 Cessation as a Good Leaver - Options

- (a) Within one (1) month of a Participant's Termination Date, the Board must make a determination as to whether the Participant is a Good Leaver or a Bad Leaver and notify the Participant of that determination ("**Leaver Determination Notice**").
- (b) Subject always to the Listing Rules, the Corporations Act and any other applicable law, where the Board has determined that a Participant ceases to be employed or engaged by a Group Company as a Good Leaver, the Board must specify in the Leaver Determination Notice which one or more of the following apply to the Participant's Options (whether vested or unvested), as the Board determines in its absolute discretion:
 - (i) in respect of any vested Options that have not been Exercised by the Participant, either:
 - (A) the Participant must, within ten (10) days of the date of the Leaver Determination Notice or such other period as the Board specifies in the Leaver Determination Notice, Exercise some or all of the vested Options in accordance with clause 5.2; or
 - (B) the Company may, if determined by the Board, buy-back all Options held by the Participant that have vested but which have not yet been Exercised, at a price equal to the difference between:
 - I. the Market Value of the Shares to which those Options would relate at the relevant Participant's Termination Date; and
 - II. the Exercise Price of the Options;
 - (ii) in respect of any unvested Options, the vesting conditions applicable to those Options (as specified in the Participant's Invitation):
 - (A) continue to apply to the unvested Options, in which case the Participant may exercise those unvested Options once the relevant vesting conditions have been met in accordance with the terms of the Invitation; or
 - (B) are waived and the Options are capable of being exercised within such period as set out in the Leaver Determination Notice; or
 - (iii) some or all of the Participant's unvested Options lapse.
- (c) If:
 - (i) the Board determines that a Participant's vested Options must be Exercised in accordance with clause 7.1(b)(i)(A); and
 - (ii) any vested Options have not been Exercised within the period specified in clause 7.1(b)(i)(A),

any remaining vested Options that have not been Exercised by the Participant will automatically lapse at the conclusion of the period specified in clause 7.1(b)(i)(A).

7.2 Cessation as a Bad Leaver - Options

Unless otherwise determined by the Board and subject always to the Listing Rules, the Corporations Act and any other applicable law, if a Participant is a Bad Leaver, all the relevant Participant's Options, whether unvested or vested but yet to be Exercised, will be forfeited and automatically lapse on the Participant's Termination Date.

7.3 Treatment of Shares on cessation

- (a) Subject always to the Listing Rules, the Corporations Act and any other applicable law, if a Participant is a Good Leaver or a Bad Leaver, the Board may, at any time:
 - (i) give notice to the relevant Participant of its intention to buy-back, cancel or redeem some or all of the Participant's Shares at the price determined in accordance with clause 7.3(d); or
 - (ii) direct the Participant to transfer their Shares to a person or entity nominated by the Board at the relevant price determined in accordance with clause 7.3(d).
- (b) If the Board notifies the Participant that it wishes to buy back or requires the Participant to transfer the Participant's Shares under clause 7.3(a), the Participant must do everything necessary to facilitate the sale or transfer of the Shares to the Company or the person or entity nominated by the Board (as applicable) within 5 Business Days of the Board's notice, including entering into a buy back or redemption agreement and share transfer documentation.
- (c) Despite clause 7.3(a) and 7.3(b), the Company may only buy back or redeem the a Participant's Shares if it is permitted to do so under Part 2J.1 of the Corporations Act and the Listing Rules.
- (d) Subject always to the Listing Rules, the Corporations Act and any other applicable law, the price for Shares that are bought back or transferred under clause 7.3(a) is:
 - (i) if the Participant is a Good Leaver, 100% of Market Value determined as at the date of disposal of the relevant Shares; and
 - (ii) if the Participant is a Bad Leaver, \$1.00 in aggregate for the disposal of all of the Participant's Shares.
- (e) The price for the Participant's Shares must be paid by the Company or the transferee (as applicable) on the date on which the Shares are bought back or redeemed by the Company or transferred to the transferee (as applicable).
- (f) On provision of the Shares to a Participant, or at any other time, the Company may request as a condition of providing such Shares that the Participant provide it with a signed blank transfer in relation to those Shares or any such other documentation to facilitate any action under this clause 7.3.

7.4 Approved leave of absence

Unless otherwise determined by the Board and subject always to the Listing Rules, the Corporations Act and any other applicable law, a Participant who is granted an approved leave of absence and who exercises their right to return to work under any applicable award, enterprise agreement, other agreement, statute or regulation may be treated as not having ceased to be an employee for the purposes of this Plan. Whether a Participant who is granted leave without pay is

deemed to have ceased employment will be determined with reference to any applicable law or the Company's policies and procedures from time to time.

8. CHANGE OF CONTROL EVENTS

8.1 Change of Control Events

(a) Subject always to the Corporations Act, the Listing Rules and any other applicable law, where there is a Change of Control Event, the Board may, in its discretion, determine that any one or more of the following apply (as applicable in the circumstances):

- (i) all or a specified number of a Participant's unvested Options vest on a date determined by the Board;
- (ii) all or a specified number of a Participant's unvested Options lapse on a date determined by the Board; or
- (iii) all or some of a Participant's vested Options in respect of which the Exercise Period has not expired may be exercised,

and any determination the Board makes may be subject to any conditions the Board determines.

(b) For the avoidance of doubt, a Change of Control Event does not include an internal reorganisation of the structure, business and/or assets of the Company.

8.2 Notification of vesting or exercise

Where the Board has determined that some or all of a Participant's Options vest or may be exercised (as the case may be) pursuant to clause 8.1, the Company will, as soon as reasonably practicable, give notice to each Participant of the number of Options that have vested.

8.3 Acquisition of securities or shares in Acquiring Entity

(a) If:

- (i) a company ("**Acquiring Entity**") obtains Control of the Company as a result of a Change of Control Event; and
- (ii) the Company and the Acquiring Entity agree,

subject to any applicable laws (including the Listing Rules) a Participant may, upon vesting or exercise of the Participant's Options, be provided with shares in the Acquiring Entity or its parent company or subsidiary in lieu of Shares in such manner as the Company and the Acquiring Entity may agree (including by a replacement security or exchange or Shares issued to the Participant on Exercise) and on substantially the same terms and on substantially the same conditions but with any necessary or appropriate adjustments to the number and kind of shares or securities (as applicable).

(b) If clause 8.3(a) applies, the Participant appoints the Company as their agent to do anything needed to give effect to this arrangement, including agreeing to become a member of the Acquiring Entity or its parent or subsidiary (as applicable).

9. REORGANISATION OF CAPITAL AND OTHER TRANSACTIONS

9.1 Reorganisation of capital

If any reorganisation (including consolidation, subdivision, reduction or return) of the issued capital of the Company is effected, Options and/or the number of Shares underlying the Options will be adjusted in the manner required by the Listing Rules.

9.2 Rights Issues

In the event Shares are issued pro rata to the Company's Shareholders generally by way of a rights issue, Options will be adjusted in accordance with Listing Rule 6.22.2 (or any replacement rule).

9.3 Bonus Issues

In the event that the Company makes a bonus issue of Shares to existing Shareholders (other than an issue in lieu of dividends or by way of a dividend reinvestment) involving capitalisation of reserves or distributable profits, Options will be adjusted in the manner allowed or required by the Listing Rules.

10. SECURITIES TRADING RESTRICTIONS

For the avoidance of doubt, notwithstanding any other provisions of this Plan, a Share allocated to a Participant under this Plan may not be disposed of or otherwise dealt with by that Participant at any time when the Participant would be precluded from dealing in Shares pursuant to the Company's internal regulations for dealings in its securities (including pursuant to the Company's 'Securities Trading Policy'), or otherwise as determined by the Board.

11. TERMS AND CONDITIONS OF OPTIONS

11.1 Rules of ESOP and Constitution

By accepting the Invitation, or exercising any Options, the Eligible Employee or Eligible Associate (as applicable) will be deemed to have agreed to be bound by this Plan. By exercising any Options, the Participant will be deemed to have agreed to be bound by the Constitution and any other relevant or applicable documents as the Board determines from time to time.

11.2 Transfers

Subject always to the Listing Rules, Corporations Act, and any other applicable law, Options cannot be transferred, encumbered, assigned or otherwise disposed of except with the prior written consent of the Board, and may be exercised (during the lifetime of a Participant) only by the relevant Participant.

11.3 Dividends

- (a) Options shall not confer a right to participate in any distribution of profits of the Company as dividends.
- (b) Shares issued on Exercise of Options confer a right to participate in distribution of profits of the Company as dividends on the same terms as all other Shareholders.

11.4 Voting

Options shall not confer:

- (a) a right to notices of general meetings, except as may be required by law; nor
- (b) a right to attend or speak at general meetings of the Company; nor
- (c) a right vote at any such general meetings of the Company.

12. VARIATION OF PLAN

12.1 Power to make amendments

- (a) Subject to clause 12.2, the Corporations Act, the Listing Rules and any other applicable law, the Board may at any time by resolution:
 - (i) amend or add to ("**amend**") all or any of the provisions of this Plan;
 - (ii) amend the terms or conditions of any Options granted under this Plan; or
 - (iii) suspend or terminate the operation of this Plan.
- (b) Notwithstanding clause 12.2, the Board may waive, amend or replace by vesting conditions attached to Options issued under this Plan if the Board determines that the original vesting condition is no longer appropriate (including, without limitation, where a vesting condition refers to a particular stock market index that is no longer published or there is a corporate action by the Company, including a discounted rights issue, which impacts on the vesting condition), provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant.

12.2 Restrictions on amendments

Without the consent of a Participant, the Board may not exercise its powers under clause 12.1(a) in a manner which reduces the rights of the Participant in respect of any Option or Share already granted under this Plan other than an amendment introduced primarily:

- (a) for the purpose of complying with or addressing present or future laws or regulatory developments;
- (b) to correct any manifest error or mistake; or
- (c) for the purpose of enabling Participants to receive a more favourable taxation treatment in respect of their participation in this Plan.

12.3 Notice of amendment

As soon as reasonably practicable after making any amendment under rule 0, the Board will give notice in writing of that amendment to any Participant affected by the amendment.

13. TAXATION

No liability will attach to the Company or the Board for any taxation liabilities imposed on an Eligible Employee, Eligible Associate or Participant in respect of this Plan.

14. ADMINISTRATION

- (a) This Plan shall be administered by the Board subject always to the Corporations Act, the Listing Rules and applicable law, and any determination by the Board in respect of the operation of this Plan shall be final and binding on all Participants.
- (b) Without limiting the generality of Clause 14(a), the Board has the powers, among other things, to:
 - (i) determine appropriate procedures for administration of this Plan;
 - (ii) resolve conclusively all questions of fact or interpretation in connection with this Plan;
 - (iii) approve forms of invitations, acceptances other documents for the purposes of this Plan;
 - (iv) reduce the Exercise Price of any Option to the then current Market Value if the Market Value of the Shares covered by such Option has declined since the Issue Date for such Option; and
 - (v) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of its powers or discretions arising under this Plan.

15. GOVERNING LAW

The Plan and its operation will be governed by and construed in accordance with the laws of the State of Victoria, Australia and each party submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.

All Correspondence to:

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

📠 By Fax: +61 2 9290 9655

💻 Online: www.boardroomlimited.com.au

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

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded before 12:00pm on Wednesday, 28 October 2026.

🖨 TO APPOINT A PROXY ONLINE

- STEP 1: VISIT <https://www.votingonline.com.au/EPIAGM2026>
- STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)
- STEP 3: Enter your Voting Access Code (VAC):

📱 BY SMARTPHONE



Scan QR Code using smartphone
QR Reader App

TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

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

Appointment of a Second Proxy

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

To appoint a second proxy you must:

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

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

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

Proxy which is a Body Corporate

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

STEP 3 SIGN THE FORM

The form must be signed as follows:

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

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

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

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

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore 12:00pm on Wednesday, 28 October 2026. Any Proxy Form received after that time will not be valid for the scheduled meeting.

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

- 🖨 Online <https://www.votingonline.com.au/EPIAGM2026>
- 📠 By Fax + 61 2 9290 9655
- ✉ By Mail Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia

☐ **Your Address**
This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes. Please note, you cannot change ownership of your securities using this form.

PROXY FORM

STEP 1 APPOINT A PROXY

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

☐ the Chair of the Meeting (mark box)

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the Annual General Meeting of the Company to be held virtually <https://meetings.lumiconnect.com/300-380-991-336> on Friday, 30 October 2026, 12:00 PM AEDT and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

The Chairman of the Meeting is authorised to exercise undirected proxies on remuneration related matters: If I/we have appointed the Chairman of the Meeting as my/our proxy or the Chairman of the Meeting becomes my/our proxy by default and I/we have not directed my/our proxy how to vote in respect of Resolutions 1 & 3. I/we expressly authorise the Chairman of the Meeting to exercise my/our proxy in respect of this Resolution even though Resolutions 1 & 3 are connected with the remuneration of a member of the key management personnel for the Company.

The Chairman of the Meeting will vote all undirected proxies in favour of all Items of business (including Resolutions 1 & 3) If you wish to appoint the Chairman of the Meeting as your proxy with a direction to vote against, or to abstain from voting on an item, you must provide a direction by marking the 'Against' or 'Abstain' box opposite that resolution.

STEP 2 VOTING DIRECTIONS

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

		For	Against	Abstain*
Resolution 1	Adoption of Remuneration Report	☐	☐	☐
Resolution 2	Re-election of Robert Klupacs as Director	☐	☐	☐
Resolution 3	Approval of Issue of Options to Rohan Hoare, Managing Director and Chief Executive Officer	☐	☐	☐
Resolution 4	Appointment of Auditor (Ernst & Young)	☐	☐	☐
Resolution 5	ASX Listing Rule 7.1A Approval of Future Issue of Securities (Additional 10% Placement Capacity) (Special resolution)	☐	☐	☐

STEP 3 SIGNATURE OF SECURITYHOLDERS

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

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