

## **NANOVEU LIMITED**

**ACN 624 421 085**

## **NOTICE OF GENERAL MEETING**

Notice is given that the Meeting will be held at:

**TIME:** 10am WST

**DATE:** Wednesday, 28 October 2020

**PLACE:** 1/18 Olive Street, Subiaco WA 6008

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

***This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.***

***The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4:00pm (WST) on Monday, 26 October 2020.***

***In light of the uncertainty and potential health risks created by the COVID-19 pandemic, the Company encourages Shareholders to take into account any Government restrictions in place at the date of the Meeting and to consider the implications of attending the General Meeting in person. Shareholders can participate in the General Meeting and engage with the Board by:***

- ***lodging a directed proxy in advance of the Meeting by following the instructions on the proxy form;***
- ***lodging questions in advance of the Meeting by emailing questions to [info@nanoveu.com](mailto:info@nanoveu.com) by 4:00pm (WST) on Monday, 26 October 2020;***
- ***attending the Meeting via Zoom, noting that voting will not be possible by Zoom:***
  - ***Web address:*** <https://zoom.us/join>
  - ***Meeting ID:*** 659 008 0422
  - ***Password:*** nanoveu81

***The Chair will adjourn the Meeting if the number of Shareholders attending the Meeting will lead to a violation of relevant Government laws and regulations on crowds and gatherings.***

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## BUSINESS OF THE MEETING

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### AGENDA

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#### 1. RESOLUTION 1 – RATIFICATION OF PRIOR ISSUE OF INITIAL PLACEMENT SHARES

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

*"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 3,500,000 Shares on the terms and conditions set out in the Explanatory Statement."*

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#### 2. RESOLUTION 2 – RATIFICATION OF PRIOR ISSUE OF FEE SHARES

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

*"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 1,587,302 Shares on the terms and conditions set out in the Explanatory Statement."*

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#### 3. RESOLUTION 3 – APPROVAL TO ISSUE INVESTOR OPTIONS

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 3,900,000 Options on the terms and conditions set out in the Explanatory Statement."*

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#### 4. RESOLUTION 4 – APPROVAL OF THE INVESTOR'S RIGHT TO SUBSCRIBE FOR SHARES IN RELATION TO THE SECOND SUBSCRIPTION

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Investor's (or its nominee's) right to subscribe for Shares with the value of \$658,500 in relation to the Second Subscription on the terms and conditions set out in the Explanatory Statement."*

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#### 5. RESOLUTION 5 – APPROVAL OF THE INVESTOR'S RIGHT TO SUBSCRIBE FOR SHARES IN RELATION TO THE THIRD SUBSCRIPTION

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

*"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Investor's (or its nominee's) right to subscribe for Shares with the value of \$439,000 in relation to the Third Subscription on the terms and conditions set out in the Explanatory Statement."*

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**Dated: 28 September 2020**

**By order of the Board**

**Michael van Uffelen**  
**Director/Company Secretary**

For personal use only

## Voting Exclusion Statements

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the resolution set out below by or on behalf of the following persons:

<b>Resolution 1 – Ratification of prior issue of Initial Placement Shares</b>	Antiviral Technologies Portfolio, LLC (or its nominees) or a person who participated in the issue or is a counterparty to the agreement being approved or an associate of that person or those persons.
<b>Resolution 2 – Ratification of prior issue of Fee Shares</b>	
<b>Resolution 3 – Approval to issue Investor Options</b>	Antiviral Technologies Portfolio, LLC (or its nominees) or 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 an associate of that person (or those persons).
<b>Resolution 4 – Approval of the Investor's right to subscribe for Shares in relation to the Second Subscription</b>	
<b>Resolution 5 – Approval of the Investor's right to subscribe for Shares in relation to the Third Subscription</b>	

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

- (a) a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair 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:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
  - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

## Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two (2) or more votes may appoint two (2) proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints two (2) proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

## Voting in person

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To vote in person, attend the Meeting at the time, date and place set out above.

You may still attend the meeting and vote in person even if you have lodged appointed a proxy. If you have previously submitted a Proxy Form, your attendance will not revoke your proxy appointment unless you actually vote at the meeting for which the proxy is proposed to be used, in which case, the proxy's appointment is deemed to be revoked with respect to voting on that resolution.

Please bring your personalised Proxy Form with you as it will help you to register your attendance at the meeting. If you do not bring your Proxy Form with you, you can still attend the meeting but representatives from the Company will need to verify your identity.

***Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 6244 9095.***

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## EXPLANATORY STATEMENT

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This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

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### 1. BACKGROUND TO THE RESOLUTIONS

#### 1.1 Subscription Agreement

As announced on 14 August 2020, the Company has entered into a placement agreement (**Subscription Agreement**) with Antiviral Technologies Portfolio, LLC (the **Investor**), which, subject to the receipt of Shareholder approval and the consent of the Investor, may enable the Company to access up to \$2,400,000 of funding, as further described below.

A summary of the material terms of the Subscription Agreement is set out below:

##### (a) Subscriptions

The Company may access funding under the Subscription Agreement under the following subscriptions for Shares:

- (i) the Investor made an initial investment of \$600,000 on 24 August 2020. In consideration for the initial investment, the Company granted the Investor (or its nominee) the right to subscribe for Shares with the value of \$658,500 (**First Subscription**);
- (ii) subject to the Company obtaining Shareholder approval pursuant to Resolution 4, the Investor will make a further investment of \$600,000 within 90 days after the Meeting, on a date chosen by the Investor. In consideration for the second investment, the Investor (or its nominee) will have the right to subscribe for Shares with the value of \$658,500 (**Second Subscription**);
- (iii) subject to the Company obtaining Shareholder approval, the Investor may (at its sole discretion) elect on or before 3 August 2021 to make a further investment of \$400,000. If such Shareholder approval is obtained and the further investment is made, the Investor (or its nominee) will have the right to subscribe for Shares with the value of \$439,000 (**Third Subscription**); and
- (iv) subject to the Company obtaining Shareholder approval and the mutual consent of the Investor and the Company, the Investor may elect to make further investments of up to an aggregate of \$800,000. If such Shareholder approval is obtained and the further investments are made, the Investor (or its nominee) will have the right to subscribe for Shares with an aggregate value of up to \$878,000 (pro rata in proportion to the actual amount invested) (**Subsequent Subscriptions**, together with the First Subscription, the Second Subscription and the Third Subscription, the **Subscriptions** and each, a **Subscription**).

##### (b) Exercise of Right to subscribe for Shares in Relation to Subscriptions

The Investor may elect to exercise its right to subscribe for Shares in relation to all or any part of the Subscriptions that have occurred by

providing the Company with notice (**Settlement Notice**) (provided that such exercise must be for no less than \$150,000 worth of Shares) any time before the eighteenth month after the date of the final investment (the **End Date**). The Shares must be issued on the date set out in the Settlement Notice, which must be at least one trading day after the date of receipt of the Settlement Notice.

Set out in the below is an illustration of how the End Date may be determined in several different scenarios:

- (i) if no investment is made other than the initial investment of \$600,000, the End Date will be 24 February 2022. However, as noted in Section 1.1(a)(ii) above, the Investor has agreed to make the second investment of \$600,000 subject to the Company obtaining Shareholder approval under Resolution 4;
- (ii) if the second investment of \$600,000 is made and:
  - (A) no further investments are made under the Subscription Agreement; and
  - (B) the second investment is made on 26 January 2021, the last available date under the Subscription Agreement,the End Date will be on or before 26 July 2022;
- (iii) if the third investment of \$400,000 is made and:
  - (A) no further investments are made under the Subscription Agreement; and
  - (B) the second and third investments are made on the last available dates under the Subscription Agreement, such that the second investment is made on the date referred to in paragraph (ii)(B) above and the third investment is made on 3 August 2021,the End Date will be on or before 3 February 2023; and
- (iv) if the Investor makes a subsequent investment of \$800,000 within 18 months of making the third investment and the second and third investments are made on the last available dates under the Subscription Agreement (being the dates referred to in paragraphs (ii)(B) and (iii)(B) above), the End Date will be on or before 3 August 2024.

The Company notes that the above summary is an example only and the actual End Date will vary depending on the dates on which investments are made under the Subscription Agreement and the number of investments made by the Investor.

In particular, it is noted that the subsequent investment (as referred to in Section 1.1(b)(iv) above) may be made in several tranches of up to an aggregate of \$800,000. If this investment is made in multiple tranches, the End Date will be the date which is 18 months after the date of the final investment. The Company notes that the subsequent investments (and the consequential extension of the End Date) will be subject to the mutual consent of the Company and the Investor and Shareholder approval of

the grant of the right to subscribe for Shares in respect of the Subsequent Subscriptions. Accordingly, Shareholders will have the opportunity to vote on any such extension to the End Date.

If there are any Subscriptions that remain outstanding on the End Date, the Investor will be required to exercise its right to subscribe for Shares in relation to those Subscriptions on the first ASX trading day following the End Date.

The number of Shares to be issued upon exercise of the Investor's right to subscribe for Shares in relation to the Subscriptions will be determined in accordance with the formula below:

$$N = \frac{A}{P}$$

Where:

N = The number of Shares to be issued to the Investor (or its nominee)

A = The amount of the relevant Subscription (or any part thereof) in relation to which the Investor has elected to exercise its right to subscribe for Shares (e.g. the maximum value of A would be \$658,500 in respect of exercise of the Investor's right to subscribe for Shares in relation to the First Subscription)

P = The average of five-daily volume-weighted average prices as selected by the Investor (in its sole discretion) during the 20 consecutive actual trading days immediately prior to the date the Company receives notice of the Investor's election to exercise its right to subscribe for Shares in relation to the Subscription (rounded down to four decimal places) (**Purchase Price**).

For the avoidance of doubt, where an issue of Shares under the Subscription Agreement would result in the voting power of the Investor or any other person exceeding 19.99%, the Company will not issue the relevant Shares to the Investor. In these circumstances the Investor may either elect to postpone the issue of Shares or require that the Company make a payment to the Investor of an amount equal to the amount of the Subscription (or the part thereof) in relation to which Shares were to be issued.

The Company accepted the First Subscription and granted the Investor (or its nominee) the corresponding right to subscribe for Shares with the value of \$658,500, under its available placement capacity under Listing Rules 7.1 and 7.1A. This means that the number of Shares which are issuable on exercise of the right to subscribe for Shares in relation to the First Subscription (while the First Subscription is outstanding) (as calculated in accordance with the principles set out in section 5.4 of Guidance Note 21) will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of the First Subscription.

(c) **Initial Placement Shares**

The Company issued 3,900,000 Shares to the Investor on 20 August 2020 in consideration of the Investor's agreement to make the initial investment (**Initial Placement Shares**). The Initial Placement Shares were issued pursuant to the Company's available capacity under Listing Rule 7.1. The Investor does not have unrestricted rights to dispose of the Initial



Placement Shares during the first 40 days following the occurrence of the initial investment, unless an event of default occurs.

At any time, the Investor may elect to apply some or all of the Initial Placement Shares towards the aggregate number of Shares which are required to be issued by the Company in respect of the exercise of the Investor's right to subscribe for Shares in relation to the Subscriptions (as described above) (the **Offset Right**).

The number of Initial Placement Shares issued to the Investor (or its nominee) is referred to as the **Initial Shareholding Number**. If the Investor elects to exercise its Offset Right, the Initial Shareholding Number will be reduced by the number of Shares which are applied towards the Shares the Company would otherwise be required to issue in respect of the exercise of the Investor's right to subscribe for Shares in relation to the Subscriptions.

If the Initial Shareholding Number is greater than zero on the date (the **Final Date**) that is the later of:

- (i) the date of termination of the Subscription Agreement; and
- (ii) the date by which all of the Subscription under the Subscription Agreement that can be made have been made and all of the Shares issuable in relation to those Subscriptions have been issued,

the Investor must, by no later than five Business Days after the Final Date (and may, in its sole discretion, at any earlier time), make a further payment to the Company equal to the Initial Shareholding Number multiplied by the then applicable Purchase Price.

(d) **Fees**

The Company has also agreed:

- (i) to pay a fee to the Investor of \$100,000 (equivalent to 4.2% of the maximum funding amount under the Subscription Agreement), which was satisfied by way of an issue of 1,587,302 Shares on 20 August 2020 under the Company's existing placement capacity under Listing Rule 7.1 (**Fee Shares**); and
- (ii) subject to Shareholder approval (which is being sought under Resolution 3), to issue the Investor (or its nominee) 3,900,000 unlisted Options exercisable at \$0.1018 each on or before the date that is 36 months after the date of issue (**Investor Options**).

(e) **Events of Default**

The Subscription Agreement contains customary events of default, which include, but are not limited to:

- (i) a material breach of the Subscription Agreement by the Company;
- (ii) the Company's Shares being suspended from trading on ASX for more than an agreed number of days; and

- (iii) the occurrence of a material adverse event.

(f) **Termination following an Event of Default**

On termination following an event of default, the Investor:

- (i) is not required to make any further funding available under the Subscription Agreement; and
- (ii) to the extent that the Company has not yet issued Shares in relation to a Subscription that has arisen under the Subscription Agreement, the Investor has the right to require the Company to repay the amount of such Subscription, with a default interest rate of 12% per annum to apply.

The Subscription Agreement otherwise contains terms customary for an agreement of this nature.

## 1.2 Use of Funds

The proceeds raised will be used for:

- (a) the commercialisation of its new business lines including its antiviral screen protector technology and laminating machines, including:
  - (i) purchase and manufacture of inventory;
  - (ii) staff costs and equipment to manage procurement, inventory and to fulfil sales orders;
  - (iii) marketing costs; and
- (b) general corporate and working capital purposes.

The structure of the investment provides for upfront lumpsum funding, while deferring the issue of Shares as the Company advances the commercialisation of these business lines.

## 1.3 Dilution

Set out below is a worked example of the number of Shares that may be issued to the Investor, assuming that the Investor elects to exercise its right to subscribe for Shares in respect of the First Subscription, Second Subscription and the Third Subscription, being a right to subscribe for Shares with the value of \$1,756,000. The example is based on an assumed Purchase Price of \$0.040, \$0.079 and \$0.119, being the closing price for Shares on 24 September 2020 (**Closing Price**) and a 50% increase and 50% decrease to that Closing Price.

Assumed Purchase Price	Number of Shares issued on exercise of the right to subscribe for Shares with the value of \$1,756,000	Dilution effect on existing Shareholders
\$0.040	43,900,000	24.16%
\$0.079	22,227,848	13.89%
\$0.119	14,756,303	9.67%

**Notes:**

1. Based on the number of Shares on issue as at the date of this Notice, being 137,838,505 Shares.

Assuming no convertible securities are exercised or other Shares issued and the maximum number of Shares as set out in the worked example above are issued, the number of Shares on issue would increase from 137,838,505 (being the number of Shares on issue as at the date of this Notice) to 181,738,505 and the shareholding of existing Shareholders would be diluted by 24.16%.

As set out in Section 1.1(b) above, where an issue of Shares under the Subscription Agreement would result in the voting power of the Investor or any other person exceeding 19.99%, the Company will not issue the relevant Shares to the Investor. In these circumstances the Investor may either elect to postpone the issue of Shares or require that the Company make a payment to the Investor of an amount equal to the amount of the Subscription (or the part thereof) in relation to which Shares were to be issued.

The Company notes that as there is no limitation upon the maximum number of Shares that may be issued to the Investor (or its nominee) on exercise of a right to subscribe for Shares in respect of a Subscription, the exercise of such right could be highly dilutive to existing Shareholders if the market price of Shares falls substantially prior to the date of exercise of the right.

Accordingly, the Company notes that the above workings are an example only and the actual issue price may differ. This will result in the maximum number of Shares to be issued and the dilution percentage to also differ.

## **1.4 Summary of Resolutions**

A summary of the Resolutions is set out below:

- (a) Resolution 1 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Initial Placement Shares;
- (b) Resolution 2 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Fee Shares;
- (c) Resolution 3 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Investor Options;
- (d) Resolution 4 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the Investor's right to subscribe for Shares with the value of \$658,500 in relation to the Second Subscription; and
- (e) Resolution 5 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the Investor's right to subscribe for Shares with the value of \$439,000 in relation to the Third Subscription.

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## **2. RESOLUTION 1 – RATIFICATION OF PRIOR ISSUE OF INITIAL PLACEMENT SHARES**

### **2.1 General**

Resolution 1 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Initial Placement Shares.

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 12 month period.

Under Listing Rule 7.1A, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. The Company obtained approval to increase its limit to 25% at the annual general meeting held on 29 July 2020.

The issue of the Initial Placement Shares does not fit within any of the exceptions to Listing Rules 7.1 and 7.1A and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Initial Placement Shares.

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Initial Placement Shares.

## **2.2 Technical information required by Listing Rule 14.1A**

If Resolution 1 is passed, the Initial Placement Shares will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Initial Placement Shares.

If Resolution 1 is not passed, the Initial Placement Shares will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Initial Placement Shares.

## **2.3 Technical information required by Listing Rule 7.5**

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to Resolution 1:

- (a) the Initial Placement Shares were issued to the Investor, who is not a related party of the Company;
- (b) 3,900,000 Initial Placement Shares were issued and the Initial Placement Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (c) the Initial Placement Shares were issued on 20 August 2020;
- (d) the Initial Placement Shares were issued in consideration of the Investor's agreement to make the initial investment (and thus for no cash

consideration). As set out in Section 1.1 above, in accordance with the terms of the Subscription Agreement, the Investor may elect to apply some or all of the Initial Placement Shares towards the aggregate number of Shares which are required to be issued by the Company in respect of the exercise of the Investors' right to subscribe for Shares in relation to the Subscriptions or acquire the Initial Placement Shares by making a further payment to the Company equal to the Initial Shareholding Number multiplied by the Purchase Price;

- (e) the purpose of the issue of the Initial Placement Shares was to satisfy the Company's obligations under the Subscription Agreement;
- (f) the Initial Placement Shares were issued under the Subscription Agreement. A summary of the material terms of the Subscription Agreement is set out in Section 1.1; and
- (g) a voting exclusion statement is included in Resolution 1 of the Notice.

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### **3. RESOLUTION 2 – RATIFICATION OF PRIOR ISSUE OF FEE SHARES**

#### **3.1 General**

Resolution 2 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Fee Shares.

A summary of Listing Rules 7.1, 7.1A and 7.4 is set out in Section 2.1.

The issue of the Fee Shares does not fit within any of the exceptions to Listing Rules 7.1 and 7.1A and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the date of issue of the Fee Shares.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Fee Shares.

#### **3.2 Technical information required by Listing Rule 14.1A**

If Resolution 2 is passed, the Fee Shares will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Fee Shares.

If Resolution 2 is not passed, the Fee Shares will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12 month period following the date of issue of the Fee Shares.

### 3.3 Technical information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to Resolution 2:

- (a) the Fee Shares were issued to the Investor, who is not a related party of the Company;
- (b) 1,587,302 Fee Shares were issued and the Fee Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (c) the Fee Shares were issued on 20 August 2020;
- (d) the Fee Shares were issued at a deemed issue price of \$0.063 per Share. The Company has not and will not receive any other consideration for the issue of the Fee Shares;
- (e) the purpose of the issue of the Fee Shares was to satisfy the Company's obligations under the Subscription Agreement in respect of the payment of a fee of \$100,000 to the Investor;
- (f) the Fee Shares were issued under the Subscription Agreement. A summary of the material terms of the Subscription Agreement is set out in Section 1.1; and
- (g) a voting exclusion statement is included in Resolution 2 of the Notice.

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## 4. RESOLUTION 3 – APPROVAL TO ISSUE INVESTOR OPTIONS

### 4.1 General

Resolution 3 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of the Investor Options.

A summary of Listing Rule 7.1 is set out in Section 2.1.

The Company has agreed that the proposed issue of the Investor Options is conditional on Shareholder approval being obtained in accordance with Exception 17 to Listing Rule 7.2. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1.

### 4.2 Technical information required by Listing Rule 14.1A

If Resolution 3 is passed, the Company will be able to proceed with the issue of the Investor Options. In addition, the issue of the Investor Options will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of the Investor Options. In these circumstances, the Company will not have satisfied a condition precedent to the investments in relation to the Second Subscription and the Third Subscription, and thus the Investor will be under no obligation to proceed with those investments.

### 4.3 Technical information required by Listing Rule 7.1

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 3:

- (a) the Investor Options will be issued to the Investor (or its nominees), who are not related parties of the Company;
- (b) the maximum number of Investor Options to be issued is 3,900,000. The terms and conditions of the Investor Options are set out in Schedule 1;
- (c) the Investor Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Investor Options will occur on the same date;
- (d) the Investor Options will be issued for nil cash consideration;
- (e) the purpose of the issue of the Investor Options is to satisfy the Company's obligations under the Subscription Agreement;
- (f) the Investor Options were issued under the Subscription Agreement. A summary of the material terms of the Subscription Agreement is set out in Section 1.1;
- (g) the Investor Options are not being issued under, or to fund, a reverse takeover; and
- (h) a voting exclusion statement is included in Resolution 3 of the Notice.

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## 5. RESOLUTION 4 – APPROVAL OF THE INVESTOR'S RIGHT TO SUBSCRIBE FOR SHARES IN RELATION TO THE SECOND SUBSCRIPTION

### 5.1 General

Resolution 4 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the Investor's right to subscribe for Shares with the value of \$658,500 in relation to the Second Subscription.

A summary of Listing Rule 7.1 is set out in Section 2.1.

As set out in Section 1.1(a), if the Second Subscription is made, under the Subscription Agreement the Company will grant the Investor (or its nominee) the right to subscribe for Shares with the value of \$658,500. This right will be an equity security (as defined in and for the purposes of the Listing Rules) and, once granted to the Investor (or its nominee) may be exercised at the election of the Investor as set out in Section 1.1(b).

The Company has agreed that the Second Subscription (and the corresponding grant of the equity security) is conditional on Shareholder approval being obtained in accordance with Exception 17 to ASX Listing Rule 7.2. Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 to issue the equity security, being the right to the Investor (or its nominee) to subscribe for Shares in relation to the Second Subscription.

## 5.2 Technical information required by Listing Rule 14.1A

If Resolution 4 is passed, the Investor will, subject to satisfaction of the conditions precedent, provide the Company with \$600,000 of funding (and the Company will issue the corresponding equity security to the Investor (or its nominee), being the right to subscribe for Shares in relation to the Second Subscription). In addition, any Shares issued on exercise of the right will fall within Listing Rule 7.2 exception 9 and/or 16 and will therefore be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 4 is not passed, the Company will not be able to proceed with the Second Subscription (and the issue of the corresponding equity security) and will not have access to the additional \$600,000 of funding.

## 5.3 Technical information required by Listing Rule 7.1

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the Investor's right to subscribe for Shares with the value of \$658,500 in relation to the Second Subscription:

- (a) the Second Subscription will be made by (and the corresponding equity security will be issued to) the Investor (or its nominee) who is not a related party of the Company;
- (b) the Second Subscription will be made (and the corresponding equity security will be issued) on the terms and conditions set out in Section 1.1(a);
- (c) in accordance with the terms of the Subscription Agreement, the Investor must make the second investment (upon the making of which the right to subscribe for Shares in relation to the Second Subscription will arise) within 90 days of the Meeting, on a date chosen by the Investor. In any event, the investment in relation to the Second Subscription will arise no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (d) once the second investment has been made, which will create the right to subscribe for Shares in relation to the Second Subscription, the Investor (or its nominee) must exercise the right to subscribe for those Shares (at one or more times, from time to time) within the timeframe outlined in Section 1.1(b) by providing the Company within a Settlement Notice. The Shares must be issued on the date set out in the Settlement Notice, which must be at least one trading day after the date of receipt of the Settlement Notice. As noted in Section 1.1(b), the Investor (or its nominee) must exercise the right to subscribe for the Shares (at one or more times, from time to time) in relation to the Second Subscription on or before the first ASX trading day following the End Date. An illustration of how the End Date may be determined is set out in Section 1.1(b);
- (e) following the exercise of the right to subscribe for Shares in relation to the Second Subscription, the Company must issue the Investor (or its nominee) \$658,500 worth of Shares (in the aggregate together with all prior exercises in relation to the Second Subscription) calculated in accordance with the formula set out in Section 1.1. The following table shows the number of Shares which will be issued based on a Purchase Price of \$0.040, \$0.079 and \$119, being the Closing Price and a 50%



increase and 50% decrease to that Closing Price, assuming Shares are issued in relation to the entire Second Subscription.

<b>Assumed Purchase Price</b>	<b>Number of Shares issued on exercise of the right to subscribe for Shares in respect of the entire Second Subscription</b>
\$0.040	16,462,500
\$0.079	8,335,443
\$0.119	5,533,613

The Company notes that the figures set forth in the table above are illustrative only and the actual number of Shares (at one or more times, from time to time) issued on exercise of the right to subscribe for Shares in respect of the Second Subscription will vary depending on the actual Purchase Price used in relation to such issues. Any Shares issued on exercise of the right will fall within Listing Rule 7.2 exception 9 and/or 16 and will therefore be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1;

- (f) the Second Subscription will be made (and the corresponding equity security will be issued) in consideration for the investment of \$600,000. The Company will not receive any other consideration for the Second Subscription (or the issue of the corresponding equity security);
- (g) the purpose of the Second Subscription (and the issue of the corresponding equity security) is to raise \$600,000, which the Company intends to apply as set out in Section 1.2 as follows:
  - (i) purchase and manufacture of inventory: approximately \$300,000;
  - (ii) staff costs and equipment to manage procurement, inventory and to fulfil sales orders: approximately \$100,000;
  - (iii) marketing costs: approximately \$100,000 and
  - (iv) general corporate and working capital purposes: approximately \$100,000;
- (h) the Second Subscription (and the issue of the corresponding equity security) will be made in accordance with the terms of the Subscription Agreement. A summary of the material terms of the Subscription Agreement is set out in Section 1.1;
- (i) the Second Subscription (and the issue of the corresponding equity security) are not being made under, or to fund, a reverse takeover; and
- (j) a voting exclusion statement is included in Resolution 4 of the Notice.

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**6. RESOLUTION 5 – APPROVAL OF THE INVESTOR’S RIGHT TO SUBSCRIBE FOR SHARES IN RELATION TO THE THIRD SUBSCRIPTION**

**6.1 General**

Resolution 5 seeks Shareholder approval for the purposes of Listing Rule 7.1 for the Investor’s right to subscribe for Shares with the value of \$439,000 in relation to the Third Subscription.

A summary of Listing Rule 7.1 is set out in Section 2.1.

The Company has agreed that the Third Subscription and the corresponding grant of the equity security is conditional on Shareholder approval being obtained in accordance with Exception 17 to ASX Listing Rule 7.2.

As set out in Section 1.1, in addition to being subject to Shareholder approval, the Third Subscription is subject to the Investor electing (at its sole discretion) to make a further investment of \$400,000 on or before 3 August 2020.

If the Third Subscription is made, under the Subscription Agreement the Company will grant the Investor (or its nominee) the right to subscribe for Shares with the value of \$439,000. This right will be an equity security (as defined in and for the purposes of the Listing Rules) and, once granted to the Investor (or its nominee) may be exercised at the election of the Investor as set out in Section 1.1 (b).

Accordingly, the Company is seeking Shareholder approval pursuant to Listing Rule 7.1 to permit the Third Subscription to be made (and the corresponding equity security to be issued) within 3 months of the date of the Meeting. If the further investment is not made (and the corresponding equity security is not granted) during this period, the Company may be required to obtain a fresh Shareholder approval at a later point in time.

**6.2 Technical information required by Listing Rule 14.1A**

If Resolution 5 is passed, the Investor may (at its sole discretion) elect to make a further investment of \$400,000 during the period of 3 months after the date of the Meeting (or a longer period, if allowed by ASX). If this occurs, the Company will issue the corresponding equity security to the Investor (or its nominee), being the right to subscribe for Shares in relation to the Third Subscription. If this right to subscribe for Shares arises, any Shares issued on exercise of the right will fall within Listing Rule 7.2 exception 9 and/or 16 and will therefore be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 5 is not passed, the Company will not be able to proceed with the Third Subscription and the issue of the corresponding equity security and will not have access to the additional \$400,000 of funding.

**6.3 Technical information required by Listing Rule 7.1**

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the Investor’s right to subscribe for Shares with the value of \$439,000 in relation to the Third Subscription:

- (a) the Third Subscription will be made by (and the corresponding equity security will be issued to) the Investor who is not a related party of the Company;

- (b) the Third Subscription will be made (and the corresponding equity security will be issued) on the terms and conditions set out in Section 1.1(a);
- (c) if the Investor elects (at its sole discretion) to make a further investment of \$400,000 within 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules), the Third Subscription will occur. If the investment is not made during this period, the Company may be required to obtain a fresh Shareholder approval at a later point in time;
- (d) subject to paragraph (c), the investment in relation to the Third Subscription will arise no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and the Third Subscription will arise on the same date as the related investment;
- (e) if the third investment is made, which will create the right to subscribe for Shares in relation to the Third Subscription, the Investor (or its nominee) must exercise the right to apply for those Shares (at one or more times, from time to time) within the timeframe outlined in Section 1.1(b) by providing the Company with a Settlement Notice. The Shares must be issued on the date set out in the Settlement Notice, which must be at least one trading day after the date of receipt of the Settlement Notice. As noted in Section 1.1(b), the Investor (or its nominee) must exercise the right to subscribe for the Shares (at one or more times, from time to time) in relation to the Third Subscription on or before the first ASX trading day following the End Date. An illustration of how the End Date may be determined is set out in Section 1.1(b);
- (f) following the exercise of the right to subscribe for Shares in relation to the Third Subscription, the Company must issue the Investor (or its nominee) \$439,000 worth of Shares (in the aggregate together with all prior exercises in relation to the Third Subscription) calculated in accordance with the formula set out in Section 1.1(b). The following table shows the number of Shares which will be issued based on a Purchase Price of \$0.040, \$0.079 and \$0.119, being the Closing Price and a 50% increase and 50% decrease to that Closing Price, assuming Shares are issued in relation to the entire Third Subscription.

Assumed Purchase Price	Number of Shares issued on exercise of the right to subscribe for Shares in respect of the entire Third Subscription
\$0.040	10,975,000
\$0.079	5,556,962
\$0.119	3,689,076

The Company notes that the figures set forth in the table above are illustrative only and the actual number of Shares (at one or more times, from time to time) issued on exercise of the right to subscribe for Shares in respect of the Third Subscription will vary depending on the actual Purchase Price used in relation to such issues. Any Shares issued on exercise of the right will fall within Listing Rule 7.2 exception 9 and/or 16 and will therefore be excluded from the calculation of the number of

equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1;

- (g) the Third Subscription will be made (and the corresponding equity security will be issued) in consideration for the investment of \$400,000, which investment may be advanced at the sole discretion of the Investor. The Company will not receive any other consideration for the Third Subscription or the issue of the corresponding equity security;
- (h) the purpose of the Third Subscription (and the issue of the corresponding equity security) is to raise \$400,000, which the Company intends to apply as set out in Section 1.2 as follows:
  - (i) purchase and manufacture of inventory: approximately \$200,000;
  - (ii) staff costs and equipment to manage procurement, inventory and to fulfil sales orders: approximately \$70,000;
  - (iii) marketing costs: approximately \$70,000 and
  - (iv) general corporate and working capital purposes: approximately \$60,000;
- (i) the Third Subscription (and the issue of the corresponding equity security) will be made in accordance with the terms of Subscription Agreement. A summary of the material terms of the Subscription Agreement is set out in Section 1.1;
- (j) the Third Subscription (and the issue of the corresponding equity security) are not being made under, or to fund, a reverse takeover; and
- (k) a voting exclusion statement is included in Resolution 5 of the Notice.

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## GLOSSARY

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**\$** means Australian dollars.

**ASX** means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

**Board** means the current board of directors of the Company.

**Business Day** means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

**Chair** means the chair of the Meeting.

**Company** means Nanoveu Limited (ACN 624 421 085).

**Constitution** means the Company's constitution.

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

**Directors** means the current directors of the Company.

**End Date** has the meaning in Section 1.1(b).

**Explanatory Statement** means the explanatory statement accompanying the Notice.

**Fee Shares** has the meaning in Section 1.1(d).

**General Meeting** or **Meeting** means the meeting convened by the Notice.

**Initial Placement Shares** has the meaning in Section 1.1(c).

**Investor Options** has the meaning in Section 1.1(d).

**Listing Rules** means the Listing Rules of ASX.

**Notice** or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

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

**Optionholder** means a holder of an Option.

**Purchase Price** has the meaning in Section 1.1(b).

**Proxy Form** means the proxy form accompanying the Notice.

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

**Section** means a section of the Explanatory Statement.

**Settlement Notice** has the meaning in Section 1.1(b).

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

**Shareholder** means a registered holder of a Share.

**Subscription, First Subscription, Second Subscription, Third Subscription** and **Subsequent Subscriptions** have the meaning in Section 1.1(a).

**WST** means Western Standard Time as observed in Perth, Western Australia.

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## SCHEDULE 1– TERMS AND CONDITIONS OF INVESTOR OPTIONS

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A summary of the terms and conditions of the Investor Options is set out below:

(a) **Nature of Options**

Each Option grants the holder the right but not the obligation to be issued by the Company one Share at \$0.1018 per Option (the **Option Exercise Price**).

(b) **Exercise of Options**

An Option holder may exercise any Option it holds at any time after the date on which such Option is granted (the **Option Grant Date**) and prior to the date that is thirty-six (36) months after the Option Grant Date by delivery of:

- (i) a copy of a duly executed Option exercise form (the **Exercise Form**), to the Company on any Business Day; and
- (ii) payment of an amount equal to the Option Exercise Price multiplied by the number of Shares in respect of which the Options are being exercised at the time.

In each Exercise Form, the Investor must advise the Company of the details of the Investor's Securities Account into which the relevant Shares are to be delivered.

(c) **Issue of Shares on exercise of Options**

As soon as reasonably practicable, but no later than on the Business Day following the date of the receipt of a duly completed Exercise Form and the payment referred to in clause (b)(ii), the Company must issue the Shares in respect of which the Options are so exercised by the Option holder and provide to the Option holder holding statements evidencing that such Shares have been recorded on the Company's Share register.

(d) **Bonus issues**

If prior to an exercise of an Option, there is a bonus issue (as referred to in Listing Rule 6.22.3) the number of Shares over which an Option is exercisable shall be increased as specified in Listing Rule 6.22.3.

(e) **Rights issues**

If prior to an exercise of an Option, there is a pro rata issue (except a bonus issue) as referred to in Listing Rule 6.22.2, the Option Exercise Price shall be reduced according to the formula in Listing Rule 6.22.2.

(f) **Reconstruction of capital**

In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, the rights of an Option holder will be changed to comply with the Listing Rules (currently Listing Rule 7.22) applying to a reorganisation of capital at the time of the reorganisation.

(g) **Cumulative adjustments**

Full effect must be given to the provisions of clauses (d) to (f), as and when occasions for their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the

adjustments they progressively effect will be such as to reflect, in relation to the Shares issuable on exercise of the Options outstanding, the adjustments which on the occasions in question are progressively effected in relation to Shares already on issue.

(h) **Notice of adjustments**

Whenever the number of Shares over which an Option is exercisable, or the Option Exercise Price, is adjusted pursuant to the Subscription Agreement, the Company must give written notice of the adjustment to all the Option holders, within one Business Day.

(i) **No right to participate in new issues**

An Option holder cannot (in its capacity as a holder of an Option) participate in new issues of Securities without exercising the Option.

(j) **Assignability and transferability**

The Options are freely assignable and transferable, subject to the provisions of Chapter 6D of the Corporations Act and all applicable other Laws.

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

Holder Number:

## Vote by Proxy: NVU

Your proxy voting instruction must be received by **10.00am (WST) on Monday 26 October 2020**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

### SUBMIT YOUR PROXY VOTE ONLINE

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

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

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



### SUBMIT YOUR PROXY VOTE BY PAPER

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

#### YOUR NAME AND ADDRESS

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

#### VOTING UNDER STEP 1 - APPOINTING A PROXY

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

#### DEFAULT TO THE CHAIRMAN OF THE MEETING

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

#### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

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

#### APPOINTMENT OF SECOND PROXY

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

#### SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided

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

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

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

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

**Email Address:** Please provide your email address in the space provided.

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

#### CORPORATE REPRESENTATIVES

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

#### ATTENDING THE MEETING

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

#### POWER OF ATTORNEY

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





<b>Contact</b>	<b>Return your completed form</b>		<b>All enquiries to Automic</b>	
	<b>BY MAIL</b> Automic GPO Box 5193 Sydney NSW 2001	<b>IN PERSON</b> Automic Level 5, 126 Phillip Street Sydney NSW 2000	<b>BY EMAIL</b> meetings@automicgroup.com.au <b>BY FACSIMILE</b> +61 2 8583 3040	<b>WEBCHAT</b> <a href="https://automic.com.au/">https://automic.com.au/</a> <b>PHONE</b> 1300 288 664 (Within Australia) +61 2 9698 5414 (Overseas)

<b>STEP 1: Appoint Your Proxy</b>	<b>Complete and return this form as instructed only if you do not vote online</b> I/We being a Shareholder entitled to attend and vote at the General Meeting of Nanoveu Limited, to be held at <b>10.00am (WST) on Wednesday 28 October 2020 at 1/18 Olive Street, Subiaco WA 6008</b> hereby:
	<b>Appoint the Chairman of the Meeting (Chair)</b> OR if you are not appointing the Chairman of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.

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

<b>STEP 2: Your Voting</b>	<b>Resolutions</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
	1. Ratification of Prior Issue of Initial Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. Ratification of Prior Issue of Fee Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. Approval to Issue Investor Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4. Approval of the Investor's Right to Subscribe for Shares in Relation to the Second Subscription	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. Approval of the Investor's Right to Subscribe for Shares in Relation to the Third Subscription	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i><b>Please note:</b> If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.</i>			

<b>STEP 3: Sign Here + Contact Details</b>	<b>SIGNATURE OF SECURITYHOLDERS – THIS MUST BE COMPLETED</b>		
	Individual or Securityholder 1	Securityholder 2	Securityholder 3
	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
	Sole Director and Sole Company Secretary	Director	Director / Company Secretary
	Contact Name:		
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
	Email Address:		
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Contact Daytime Telephone			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Date (DD/MM/YY)			
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).			