

# RightCrowd Limited

ACN 108 411 427

## Notice of General Meeting and Explanatory Memorandum

General Meeting to be held as a Virtual Meeting at 11.30 am (AEST) on 24 August 2023

This Notice of General Meeting and Explanatory Memorandum should be read in its entirety. If you are in doubt as to how you should vote, you should seek advice from your accountant, solicitor or other professional adviser without delay.

## Notice of General Meeting

Notice is hereby given that a General Meeting of Shareholders of RightCrowd Limited ACN 108 411 427 (**Company**) will be held as a Virtual Meeting on 24 August 2023 at 11:30 am AEST.

An Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form attached form part of this Notice of Meeting.

The Directors have determined pursuant to Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the General Meeting are those who are registered Shareholders at 7.00 pm (AEST) on 22 August 2023.

Terms and abbreviations used in this Notice of Meeting are defined in the Glossary appearing at the end of the Explanatory Memorandum.

### AGENDA

#### Ordinary Business

#### **Resolution 1 – Approval of sale of RightCrowd Software Pty Ltd and RightCrowd NV**

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

*“That, for the purposes of Listing Rule 11.2 and for all other purposes, approval is given for the sale of 100% of the issued share capital of RightCrowd Software Pty Ltd and RightCrowd NV (the **Subsidiaries**), being the main undertaking of the Company, on the terms and conditions set out in the Explanatory Memorandum’.*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of this Resolution by or on behalf of Bloom RC Holdings Inc. and any other person who will obtain a material benefit as a result of the disposal of the Company’s main undertaking (except a benefit solely by reason of being a holder of Shares in the Company) or any associates of those persons.

However, this does not apply to a vote cast in favour of this Resolution 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:
  - (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.

**See the Explanatory Memorandum for further information.**

**Special Business**

**Resolution 2 – Change of Company name**

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

*“That, subject to the passing of Resolution 1 and Completion of the transaction referred to in Resolution 1, for the purpose of section 157(1)(a) of the Corporations Act and for all other purposes, approval is given for the name of the Company to be changed to Gathid Ltd”.*

**See the Explanatory Memorandum for further information.**

**General Business**

To consider any other business as may be lawfully put forward in accordance with the Constitution of the Company.

**By Order of the Board**

A handwritten signature in blue ink, appearing to read 'K. Clark'.

Kim Clark  
Company Secretary  
20 July 2023

## NOTES

These notes form part of the Notice of Meeting.

### Time and Place of Meeting

Notice is given that a General Meeting of members will be as a Virtual Meeting on 24 August 2023 at 11:30 am AEST.

### Your Vote is Important

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

### Voting Eligibility

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 22 August 2023 at 7:00 pm AEST.

### Notice to Persons Outside Australia

This Explanatory Memorandum has been prepared in accordance with Australian laws, disclosure requirements and accounting standards. These laws, disclosure requirements and accounting standards may be different to those in other countries.

The distribution of this Explanatory Memorandum may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this Explanatory Memorandum should inform themselves of, and observe, any such restrictions.

### Privacy

To assist the Company to conduct the General Meeting, the Company may collect personal information including names, contact details and shareholding of Shareholders and the names of persons appointed by Shareholders to act as proxy at the General Meeting. Personal information of this nature may be disclosed by the Company to its share registry, print and mail service providers. Shareholders have certain rights to access their personal information that has been collected and should contact the Company secretary if they wish to access their personal information.

### ASIC and ASX involvement

Neither ASIC, ASX nor any of their officers take any responsibility for the contents of the Notice of Meeting and Explanatory Memorandum.

## PROXY AND VOTING INSTRUCTIONS

### Direct voting using the Lumi Online Platform

Shareholders are invited and encouraged to participate in the Meeting and vote electronically using the Lumi Online Platform. The platform will provide Shareholders with the ability to view and participate in the proceedings of the General Meeting by webcast, and to cast their votes during the Meeting.

If Shareholders are unable to attend the Meeting using the platform they are encouraged to alternatively, return the Proxy Form to the Company in accordance with the instructions thereon. Returning the Proxy Form will not preclude a Shareholder from attending and voting at the Meeting utilising the platform should they elect to do so.

### Shareholder questions

Whilst Shareholders will be provided with the opportunity to submit questions online at the Meeting, it would be desirable if the Company was able to receive them in advance.

Shareholders are therefore requested to send any questions they may have for the Company or its directors at the virtual General Meeting to the Company Secretary via email [kim.clark@boardroomlimited.com.au](mailto:kim.clark@boardroomlimited.com.au).

Please note that not all questions may be able to be answered during the Meeting. In this case answers will be made available on the Company's website after the Meeting.

### Proxies

A Shareholder entitled to attend this Meeting and vote, is entitled to appoint a proxy to attend and vote on behalf of that Shareholder at the Meeting.

- A proxy need not be a Shareholder.
- If the Shareholder is entitled to cast two or more votes at the Meeting, the Shareholder may appoint two proxies and may specify the proportion or number of the votes which each proxy is appointed to exercise. If the Shareholder appoints two proxies and the appointment does not specify the proportion or number of votes each proxy may exercise, each proxy may exercise half of the votes held by that Shareholder.
- If the Shareholder appoints only one proxy, that proxy is entitled to vote on a show of hands. If a Shareholder appoints two proxies, only one proxy is entitled to vote on a show of hands.
- Where two proxies are appointed, any fractions of votes resulting from the appointment of two proxies will be disregarded.
- A Proxy Form accompanies this Notice.
- Unless the Shareholder specifically directs the proxy how to vote, the proxy may vote as he or she thinks fit or abstain from voting.
- If a Shareholder wishes to appoint a proxy, the Shareholder should complete the Proxy Form and comply with the instructions set out in that form relating to lodgement of the form with the Company.
- The Proxy Form must be signed by the Shareholder or his or her attorney duly authorised in writing or, if the Shareholder is a corporation, either signed by an authorised officer or attorney of the corporation or otherwise signed in accordance with the Corporations Act.
- If any attorney or authorised officer signs the Proxy Form on behalf of a Shareholder, the relevant power of attorney or other authority under which it is signed or a certified copy of that power or authority must be deposited with the Proxy Form.
- The Proxy Form (together with any relevant authority) must be received by no later than 11.30am (AEST) on 22 August 2023, 48 hours before the time scheduled for the commencement of the meeting (or any adjournment of that meeting).
- The completed Proxy Form may be:
  - Mailed to the address on the Proxy Form; or
  - Faxed to RightCrowd Limited, Attention Company Secretary, on facsimile number +61 2 9290 9655.
  - Voted online via the Company's Share Registry at <https://www.votingonline.com.au/rcwegm2023>.

### **Corporate Representative**

Any corporate Shareholder who has appointed a person to act as its corporate representative at the Meeting should provide that person with a certificate or letter executed in accordance with section 250D of the Corporations Act authorising him or her to act as that company's representative. The authority must be sent to the Company and/or registry at least 24 hours in advance of the Meeting.

### **Voting Intentions**

Subject to any voting restrictions and exclusions, the Chairman intends to vote in favour of the Resolutions. In respect of undirected proxies, subject to any voting restrictions and exclusions, the Chairman intends to vote in favour of the Resolution.

## EXPLANATORY MEMORANDUM

This Explanatory Memorandum is provided to Shareholders to explain the Resolutions to be put to Shareholders at the General Meeting to be held as a Virtual Meeting on 24 August 2023 at 11:30 am AEST.

The Directors recommend Shareholders read the accompanying Notice of Meeting and this Explanatory Memorandum in full before making any decision in relation to the Resolutions.

**For proxies without voting instructions that are exercisable by the Chairman, the Chairman intends to vote undirected proxies in favour of each Resolution.** If you wish to appoint the Chairman as your proxy with a direction to vote against, or to abstain from voting on an item of business, you should specify this by completing the appropriate 'Against' or 'Abstain' box on the proxy appointment form accompanying this Explanatory Memorandum. The Chairman is deemed to be appointed where a signed Proxy Form is returned which does not contain the name of the proxy or where the person appointed on the form is absent.

Terms and abbreviations used in this Explanatory Memorandum which are not defined in the Notice of Meeting or the body of this Explanatory Memorandum, are defined in the Glossary which appears at the end of this Explanatory Memorandum.

### Ordinary Business

## RESOLUTIONS

### Resolution 1 – Approval of sale of RightCrowd Software Pty Ltd and RightCrowd NV

#### Background

On or about 30 June 2023, the Company entered into a Share Purchase Agreement (the **Agreement**) with Bloom RC Holdings Inc. (the **Buyer**). Under the terms of the Agreement (which are summarised below under the heading **"Material Terms and Conditions of the Agreement"**), the Company will sell 100% of the issued share capital of the Subsidiaries to the Buyer. The purchase price is \$13,500,000 less those amounts referred to in the term summarised below.

The Subsidiaries operate the Company's Workforce Access, Visitor Management and Presence Control business (the **Sale Business**). The Sale Business comprise the main undertaking of the Company. Following the sale of the Subsidiaries, the Company will focus on its Access Analytics business.

Listing Rule 11.2 provides that where a company proposes to make a significant change in the nature or scale of activities that involves the disposal of its main undertaking, it must first obtain the prior approval of its shareholders.

Through Resolution 1 the Company seeks Shareholder approval for the potential disposal of the Company's main undertaking for the purposes of Listing Rule 11.2.

The information required by ASX Guidance Note 12 "Significant Changes to Activities" to be provided to Shareholders in relation to Resolution 1, is contained within this Explanatory Memorandum and the Notice of Meeting.

Shareholders should be aware that ASX has informed the Company that following the proposed disposal of the Sale Business, the Company will have 6 months within which to demonstrate to the ASX that it is compliant with Listing Rule 12.1. If the Company does not demonstrate compliance with this rule to ASX's satisfaction by the commencement of trading on 4 January 2024, ASX will likely suspend trading in the Company's securities. This situation raises certain risks for Shareholders, which they will not face if Resolution 1 is not passed and the sale of the Sale Business is not completed (**Completion**). For a summary of these risks see below under the heading **"Disadvantages of the sale of the Subsidiaries (and voting in favour of Resolution 1)"**.

#### Listing Rule 11.2

ASX Listing Rule 11.2 requires a listed company to obtain the approval of its Shareholders to dispose of its main undertaking. The Agreement is a disposal of the Company's main undertaking for these purposes.

Pursuant to Resolution 1 the Company seeks the required Shareholder approval to complete the transaction the subject of the Agreement for the purposes of Listing Rule 11.2.

If Resolution 1 is passed, the Company will be able to (subject to satisfaction or waiver of the remaining Conditions) proceed to Completion in accordance with the Agreement.

If Resolution 1 is not passed, the Company will not be able to proceed to completion in accordance with the Agreement, and accordingly it will not sell the Subsidiaries nor receive the sale proceeds for their sale. In these circumstances the Company may seek suitable other disposal opportunities to deliver value to Shareholders.

## Material Terms and Conditions of the Agreement

### (a) Consideration

The consideration payable to the Company on successful Completion of the Agreement is \$13,500,000 cash (**Cash Starting Position**) less 'Net Debt', 'Transaction Costs' (as those terms are defined in the Agreement) incurred by the Subsidiaries as a result of the transactions the subject of the Agreement, and expenditure in respect of employee costs incurred by the Subsidiaries between the date of execution of the Agreement and the date of completion under the agreement, where those costs determined on a monthly basis, exceed 10% of those costs for June 2023. The amount to be deducted from the Cash Starting Position will be estimated at Completion, and then an adjustment made following preparation of completion accounts, within an approximately 3 month period following Completion.

### (b) Conditions Precedent

Completion of the Agreement is conditional on (amongst other things):

- (i) the Company obtaining Shareholder approval to complete the transaction contemplated by the Agreement;
- (ii) release and discharge of all security interests and third party interests registered against the shares being sold under the Agreement;
- (iii) compliance with all notification obligations and receiving necessary consents pursuant to the *Foreign Acquisitions and Takeovers Act 1975* (Cth);
- (iv) the transfer of the intellectual property rights in the source code and object code of the Access Analytics product held by the Subsidiaries to the Company or its nominee;
- (v) the OEM Partner Agreement between the Buyer and the Company in respect of the Access Analytics product being entered into;
- (vi) no material adverse change (as defined) having occurred;
- (vii) the Company receiving all consents necessary for the Agreement;
- (viii) certain employees being engaged by the Company pursuant to duly executed employment agreements;
- (ix) without the prior written consent of the Buyer, neither the Company nor any of its related entities terminate or encourage the resignation of any employees listed in the Share Purchase Agreement; and
- (x) each counterparty of the Company's material contracts has either waived any rights to terminate the relevant agreement or otherwise consented in writing to the change of ownership of the Subsidiaries,

(together, the **Conditions**).

### (c) Completion

Completion of the Agreement must occur 10 business days after the satisfaction or waiver of all of the Conditions, or such other time and date agreed by the parties of the Agreement.

### (d) Pre-completion obligations: There are usual restrictions on the Company's conduct pre-Completion, such as:

- (i) not entering into any material contract which has a value or imposes liability exceeding \$100,000;



- (ii) not entering into any long term agreements;
- (iii) terminating a material agreement, or disposing of any assets of more than \$50,000;
- (iv) engaging any new permanent employee with a total remuneration excess of \$50,000 except in the ordinary course of business;
- (v) not undertaking any reduction of any Subsidiary's share capital;
- (vi) incurring or entering into any commitments to incur capital expenditure in excess of \$25,000;
- (vii) not creating, incurring or assuming any debt or entering into any new debt facility where the additional debt incurred is in excess of \$25,000.

The Company also has the usual obligations pre-Completion including using its best efforts to preserve the goodwill of the Sale Business, maintaining all necessary permits, ensuring that all assets included in the Sale Business are maintained.

- (e) **Exclusivity:** The Agreement includes the usual "no shop" provisions whereby the Company has undertaken to not without the prior written consent of the Buyer directly or indirectly solicit, invite, encourage or initiate any enquiry, expression of interest, offer, proposal or discussion, or provide any non-public information to any third party, which might lead to a proposal for a takeover bid, scheme of arrangement, sale of assets or other corporate transactions involving the Company which would compete with the transaction (the **Transaction**) that is the subject of the Agreement (**Competing Proposal**).

The Agreement also includes the usual "no talk" provision which includes an obligation imposed on the Company to not enter into any agreement with respect to any Competing Proposal, or enter into any discussions or negotiations with, or furnish information to any person in connection with, or take any action which might facilitate any inquiries or the making of any proposal that could reasonably be expected to lead to a Competing Proposal. As is typical with such clauses, the "no talk" provision is subject to a 'fiduciary carveout', whereby the Company's Board may take action with respect to a genuine Competing Proposal (which has arisen without breach of either the "no shop" or the "no talk" provisions) where amongst other things, the Board determines in good faith that the Competing Proposal, likely to complete in accordance with the terms of the proposal, and if it completes would result in a transaction more favourable to the Company's Shareholders than the Transaction (**Superior Proposal**).

The Company is obliged to inform the Buyer of any approach made to it with respect to a Competing Proposal. The Agreement includes a process whereby before the Company can enter into any Superior Proposal the Buyer must be given 5 business days to provide an equivalent or superior proposal to the Superior Proposal.

These rights have been granted from the date of execution of the Agreement until the earlier of Completion and 8 September 2023 (**Sunset Date**).

- (f) **Information and access rights:** From the date of execution of the Agreement until the earlier of Completion and the Sunset Date, the Company will make available all books and records of the Subsidiaries to the Buyer, and give reasonable access to the Company's property, employees and managers, and the Subsidiaries, property and assets, on reasonable notice during normal business hours.
- (g) **Rights and obligations after Completion:** The Company must not use the word "RightCrowd" or any substantially identical or deceptively similar words as part of its name, in its business or in any other way. The Company must pay the relevant share of the R&D Refund for the period to 30 June 2023 to the Buyer. The Company must change the registration of each of the domain names that currently use in connection with the Sale Business to the Buyer as soon as possible following Completion.
- (h) **Warranties and Indemnities:** The Company gives warranties and indemnities to the Buyer which would be reasonably likely to be found in an agreement such as the Agreement. The Company's maximum liability for all Warranty Claims is 10% of the Purchase price (that is approximately \$1,350,000).

(i) **Termination**

The Agreement may be terminated at any time prior to Completion:

- (i) by mutual agreement between the Company and the Buyer;
- (ii) by the Buyer if the Shareholder approval has not been obtained within 8 weeks from the date of the Agreement;
- (iii) if the Conditions have not been satisfied or waived by the Sunset Date;
- (iv) if a defaulting party fails to comply with a notice to complete;
- (v) by the Buyer, if the Company is in breach of the Agreement and that breach is material and not remedied by the Company within 10 Business Days (or such shorter notice period as is reasonably required by the Buyer) of receiving the notice from the Buyer containing the details of the breach and the Buyer's intentions to terminate; and
- (vi) by the Company, if the Buyer is in breach of the Agreement and that breach is material and not remedied by the Buyer within 10 Business Days (or such shorter notice period as is reasonably required by the Buyer) of receiving the notice from the Company containing the details of the breach and the Company's intentions to terminate.

(j) **Reimbursement Fee**

The Buyer and the Company agree to pay each other AUD\$ 500,000 (**Reimbursement Fee**) under certain circumstances.

The Buyer must make payment of the Reimbursement Fee if the Agreement is terminated by the Company because the Buyer is in breach of the Agreement and fails to remedy its default after receiving notice of the default and the Company's intention to terminate.

The Company must make payment of the Reimbursement Fee if:

- (i) The Company's Shareholders do not approve the Transaction and either:
  - (A) any director of the Company does not recommend Shareholders to vote in favour of the Transaction (subject to there being no Superior Proposal), or having made such a recommendation subsequently withdraws and adversely modifies or qualifies their recommendation;
  - (B) one or more of the directors does not vote all of their shares in favour of the Transaction;
  - (C) when no Competing Proposal has been made to the Company beforehand, if the Meeting does not hold within 8 weeks of the date of the signing of the Agreement, except where the delay is not caused or materially contributed to by the Company; or
  - (D) a Competing Proposal is made to the Company was publicly announced before the Meeting, and the Competing Proposal completes either:
    - (1) within 6 months after the date of the Meeting; or
    - (2) if no Meeting is held, within 6 months after the competing proposal is announced;
- (ii) the Agreement is terminated by the Seller because the Company is in breach of the Agreement and fails to remedy its default after receiving notice of the default and the Seller's intention to terminate; and
- (iii) the Agreement is terminated for any reason other than because:

- (A) a Condition is not satisfied or waived before the Sunset Date (other than in the circumstances outlined in paragraph (i) above) where the Company has used its reasonable endeavours to ensure that the Conditions are satisfied or waived; or
- (B) the Company has terminated the Agreement because the Buyer is in breach of the Agreement and fails to remedy its default after receiving notice of the default and the Company's intention to terminate

- (k) **Warranties and Indemnities:** usual warranties and indemnities for a transaction of this nature are given by the Company to the Buyer.

### Effect on the Company of the sale of the Subsidiaries

#### Financial effect

The impact of Completion of the Agreement on the Company is set out in the *pro forma balance sheet* attached to this Explanatory Memorandum as Annexure A.

The contribution of the Subsidiaries to the total consolidated assets and revenue of the group is set out in the tables below, based upon the Company's:

- Interim Financial Report for the half year ending 31 December 2022 (**31 December 2022**), and
- Annual Financial Report for the year ending 30 June 2022 (**30 June 2022**).

#### 31 December 2022

Item	Relevant metrics for the Company as a whole	Relevant metrics for the Sale Business	Sale Business relevant metrics as a percentage of the Company's relevant metrics
Consolidated total assets	\$ 12,690,000.00	\$ 12,505,000.00	98.54%
Consolidated annual revenue	\$ 6,898,000.00	\$6,820,000.00	98.9%

#### 30 June 2022

Item	Relevant metrics for the Company as a whole	Relevant metrics for the Sale Business	Sale Business relevant metrics as a percentage of the Company's relevant metrics
Consolidated total assets	\$ 9,332,000.00	\$ 9,249,000.00	99.11%
Consolidated annual revenue	\$ 15,077,000.00	\$ 14,978,000.00	99.00 %

#### Capital structure

The Completion will not:

- impact the capital structure of the Company; nor
- dilute existing Shareholders.

#### Board and Senior Management Changes

There will be no changes to the Company's Board or senior management as a result of or in connection with the Completion.

### **Intention for cash proceeds from the sale of the Subsidiaries**

Subject to the completion of the proposed transaction, the Company will pay all costs associated with the transaction and intends to retain sufficient funds from sale proceeds to accelerate the growth of the Access Analytics business.

### **The Company's business post transaction**

Assuming Completion occurs, the Company will focus on the rapidly growing global Identity Governance and Cyber Security Markets and accelerate its earlier stage, SaaS-based, Access Analytics business.

The business will change its name to align with this strategy and will be called Gathid Ltd, which alludes to the product's core capability and patent which relates to the way the product gathers the identities from all the enterprise systems and also how the gathered identities are analysed.

Access Analytics is a new way to easily identify inappropriate system access rights within complex organisations. It is able to map, measure and monitor identities and their access across an organisation's systems daily, including privileged access, shared user accounts, unused or terminated accounts, and more. As a SaaS based platform, it delivers value to organisations in days, not months, and our current client base is across a number of industries, including Finance, Government, Mining, Food & Beverage, Higher Education and others.

With the increasing importance of identity security, our patented solution, allows companies of all sizes to quickly identify issues within their systems related to the access people hold. The initial client mix is circa 3-5K people with around 20-30 connected systems, with the largest deployment to date analysing the access rights over 100,000 people every day. The typical customer spend is \$60K per annum and is recognised as Annual Recurring Revenue (ARR). The Access Analytics ARR has increased 7-fold over the last year from \$75,000 to \$540,000 as at 30 June 2023.

### **Advantages of the sale of the Subsidiaries (and voting in favour of Resolution 1)**

RightCrowd was unable to raise sufficient capital from shareholders to properly fund the growth of any of our solutions, which has continued to put pressure on the share price and our ability to restore value to our shareholders. This deal provides us the opportunity to properly fund the growth of Access Analytics. The Directors believe that the following non-exhaustive list of advantages may be relevant to a Shareholder's decision on how to vote on Resolution 1:

- (a) While the Company believes that there is a significant upside in the Sale Business it is currently loss-making. Completion will significantly reduce the Company's operational expenditure.
- (b) The Completion of the Agreement provides the Company with the opportunity to realise value from the Sale Business. The cash proceeds payable on Completion will allow the Company to fully capitalise and focus on the Access Analytics business.
- (c) The Directors consider the Access Analytics business is likely to be more value accretive for Shareholders in the long-term, because the Access Analytics business is potentially a more highly scalable business than the Sale Business, particularly given that the Access Analytics business has the following characteristics:
  - (i) the Access Analytics solution has a lower customer price entry point than the solutions of the Sale Business;
  - (ii) subscription model;
  - (iii) shorter sales cycles than the Sale Business; and
  - (iv) low labour intensity deployment.
- (d) The Company has entered into an OEM agreement with the sale business for the reselling of Access Analytics, within their portfolio of physical security. This gives the Company continuing access to the physical security market.

### **Disadvantages of the sale of the Subsidiaries (and voting in favour of Resolution 1)**

The Directors believe that the following non-exhaustive list of disadvantages may be relevant to a Shareholder's decision on how to vote on Resolution 1:

- (a) If Resolution 1 is passed and Completion occurs, ASX has informed the Company's solicitors by letter dated 5 July 2023, that it will require the Company to demonstrate to ASX by no later than **9:30 AM AEST on 4 January 2024**, that the Company's level of operations is sufficient to warrant the continued quotation of the Company's securities on ASX and its continued listing on ASX.

While the Company is hopeful that through its plans for the development of Access Analytics business, it can satisfy the ASX that it can meet these requirements, the Company cannot guarantee that this will be the case.

Accordingly, if the Company cannot convince the ASX by the relevant date that either:

- (i) the Access Analytics business; or
- (ii) a new project or opportunity (whether alone or in conjunction with the Access Analytics business),

are suitable operations for the Company's continued listing on ASX, and otherwise enable the Company to meet either the profit test (Listing Rule 1.2) or the assets test (Listing Rule 1.3), trading in the Shares on ASX will be suspended. If (and while) the Shares are suspended from trading, Shareholders will not be able to dispose of the Shares on ASX.

If the Company is not able to meet the ASX's requirements within a reasonable time following suspension, the Company may be delisted.

- (b) The Company's main business will be the Access Analytics business, which is at a much earlier stage of development than the Sale Business. Accordingly it will be carried on subject to risk inherent in the conduct of a business at a much earlier stage of its development than the Sale Business. These will include such risks as being unable to grow its customer or revenue base, or fund any necessary future research and development.
- (c) The Company will have no exposure to the future growth of the Sale Business operated by the Subsidiaries.

#### Indicative Timetable

The below table is a summary of the dates relevant to the Agreement and future dates are indicative only and subject to change:

Event	Date
Signing of the Agreement	30 June 2023
ASX Announcement	4 July 2023
Despatch the Notice of Meeting to Shareholders	24 July 2023
General Meeting (under this Notice)	24 August 2023
Satisfaction/waiver of all conditions in the Share Purchase Agreement	By 8 September 2023 <sup>1</sup>
Completion	By 22 September 2023

*Note: 1. This date is the latest date for all the conditions to be satisfied or waived under the Share Purchase Agreement. The conditions may be satisfied or waived on an earlier date.*

#### Implications if the Completion of the sale of the Subsidiaries does not occur

In the event that Resolution 1 is not passed or Completion does not occur for any other reason, the Company:

- (a) will continue to operate and develop the Sale Business, with particular emphasis on reducing costs so as to make the Sale Business cashflow positive as quickly as possible. In order to do this the Company will likely need to raise further equity capital in order to ensure that it has sufficient working capital to fund its continued operation; and
- (b) will not, at least in the short to medium term, have sufficient capital to fully develop and benefit from the commercialisation of the Access Analytics business, and will therefore need to raise additional capital at some stage in order to do so.

#### **Directors' interests and recommendation**

The Directors do not have any material interest in the outcome of Resolution 1 other than as a result of their interest arising solely in the capacity as Shareholders. The Directors unanimously recommend that you vote in favour of Resolution 1.

#### **Special Business**

##### **Resolution 2 - Change of Company name**

Section 157(1)(a) of the Corporations Act provides that the company may change its name if it passes a special resolution adopting a new name, and lodge an application in the prescribed form with ASIC.

A condition of the Agreement is that the Company changes its name.

Subject to Resolution 1 being passed and Completion occurs under the Agreement, Resolution 2 seeks the approval of Shareholders for the Company to change its name to Gathid Ltd.

If Resolution 2 is passed, the name change will take effect when ASIC alters the details of the Company's registration.

#### **Directors' Recommendation**

The Directors unanimously recommend that you vote in favour of Resolution 2.

## Glossary

In this Explanatory Memorandum and the Notice of Meeting:

**AEST** means Australian Eastern Standard Time.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means the Australian Securities Exchange operated by ASX Limited ACN 008 624 691 and includes any successor body.

**Board** means the Company's board of Directors.

**Chairman** or **Chair** means the chair of the General Meeting.

**Company** means RightCrowd Limited ACN 108 411 427.

**Constitution** means the constitution of the Company.

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

**Director** means a current director of the Company.

**Dollar** or **"\$"** means Australian dollars if not otherwise indicated.

**Explanatory Memorandum** means this Explanatory Memorandum that accompanies and forms part of the Notice of Meeting.

**General Meeting, GM** or **Meeting** means the meeting of the Company's members convened by this Notice of Meeting.

**Listing Rules** means the Listing Rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

**Notice of Meeting** means this notice of general meeting which this Explanatory Memorandum accompanies and in which the Resolutions are set out.

**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 relevant meeting.

**Proxy Form** means the Proxy Form attached to this Notice of Meeting.

**Resolution** means the resolutions in the Notice of Meeting.

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

**Shareholder** means a holder of Shares.

**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 relevant meeting.

## Annexure A – pro forma balance sheet

### RightCrowd Limited - Estimated Balance Sheet

		\$
Cash at Bank		11,480,050
Debtors		
Trade	<u>30,000</u>	30,000
Creditors		
Contracted Revenue	<u>-347,900</u>	-347,900
Net Assets		<u><u>11,162,150</u></u>
Equity	56,253,550	
Reserves	<u>-45,091,400</u>	
Total Equity		<u><u>11,162,150</u></u>

*Note: The above pro-forma balance sheet is unaudited. The pro-forma balance sheet represents the Company's best estimate at the date of this Notice of Meeting and assumes there are no adjustments on completion of the transaction for net debt or working capital. If there are any adjustments made on completion these may have a negative or positive impact on the pro-forma balance sheet. The balances may be subject to adjustments upon finalisation of the transaction and audit of the Company's accounts.*



**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](http://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 11:30am AEST on Tuesday 22 August 2023.**

### 🖥 TO VOTE ONLINE

- STEP 1: VISIT** <https://www.votingonline.com.au/rcwegm2023>
- 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:

- 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.
- 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 by **11:30am AEST on Tuesday 22 August 2023**. 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/rcwegm2023>
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited  
GPO Box 3993,  
Sydney NSW 2001 Australia
- 👤 **In Person** Boardroom Pty Limited  
Level 8, 210 George Street  
Sydney NSW 2000 Australia

#### Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

☐

**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 **RightCrowd 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 Extraordinary General Meeting of the Company to be held **virtually via <https://www.web.lumiagm.com/390-719-521> on Thursday 24 August, 2023 at 11:30am AEST** 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 Chair of the Meeting intends to vote undirected proxies in favour of each of the items of business.

**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	Approval of sale of RightCrowd Software Pty Ltd and RightCrowd NV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 <i>Special</i>	Change of Company name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**STEP 3 SIGNATURE OF SECURITYHOLDERS**

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

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2023

# ONLINE SHAREHOLDERS' MEETING GUIDE 2023

## Attending the EGM virtually

If you choose to participate online, you will be able to view a live webcast of the meeting, ask questions and submit your votes in real time.

### To access the meeting:

Visit [web.lumiagm.com/390-719-521](https://web.lumiagm.com/390-719-521) on your computer, tablet or smartphone. You will need the latest version of Chrome, Safari, Edge or Firefox. Please ensure your browser is compatible.

## Meeting ID: 390-719-521

To login you must have your **Voting Access Code (VAC)** and **Postcode or Country Code**

The website will be open and available for log in from 10:30am (AEST), 24<sup>th</sup> August 2023

## Using the Lumi EGM platform:

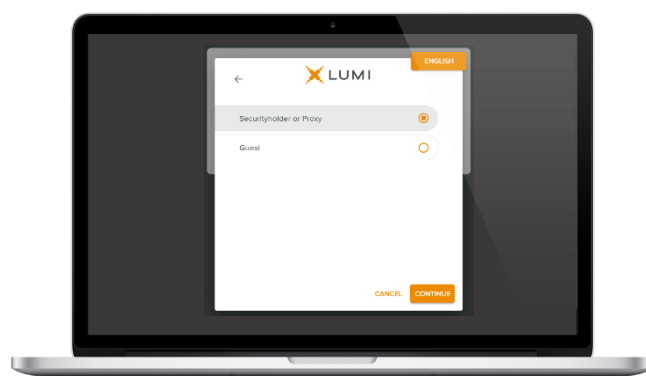
### ACCESS

The 1<sup>st</sup> page of the platform will ask in what capacity you are joining the meeting.

Shareholders or appointed proxies should select

**"Shareholder or Proxyholder"**

Guests should select **"Guest"**

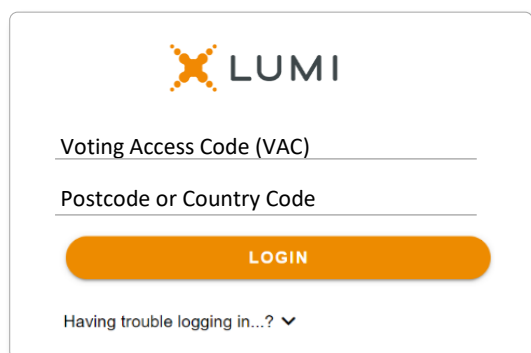



### CREDENTIALS

#### Shareholders/Proxys

Your username is your **Voting Access Code** and your password is your **Postcode or Country Code**, or, for non-Australian residents, your **3-letter country code**.

Proxy holders should obtain their log in credentials from the registrar by calling 1300 737 760

A screenshot of the Lumi EGM platform login form for Shareholders/Proxys. It features the Lumi logo at the top, followed by input fields for 'Voting Access Code (VAC)' and 'Postcode or Country Code'. Below these fields is an orange 'LOGIN' button. At the bottom, there is a link that says 'Having trouble logging in...?'.

 LUMI

Voting Access Code (VAC) \_\_\_\_\_

Postcode or Country Code \_\_\_\_\_

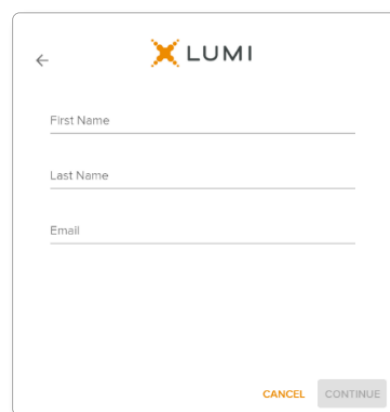
**LOGIN**


Having trouble logging in...? ▾

#### Guests

Please enter your name and email address to be admitted into the meeting.

*Please note, guests will not be able to ask questions or vote at the meeting.*

A screenshot of the Lumi EGM platform login form for Guests. It features the Lumi logo at the top, followed by input fields for 'First Name', 'Last Name', and 'Email'. At the bottom right, there are 'CANCEL' and 'CONTINUE' buttons.

 LUMI

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Email \_\_\_\_\_

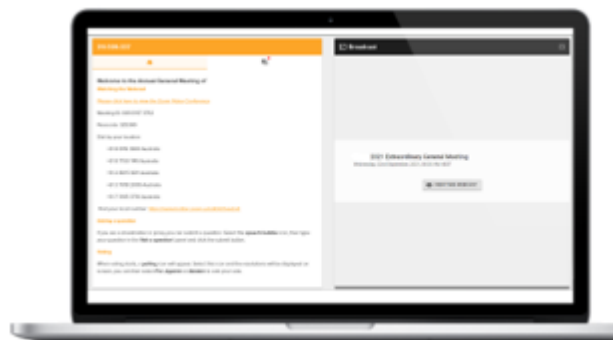
**CANCEL** **CONTINUE**

## NAVIGATION

Once successfully authenticated, the home page will appear. You can view meeting instructions, ask questions and open the virtual meeting.

A link to the virtual meeting will be provided on the home page. Click the link to open the meeting. The meeting will open in a separate browser tab on your device.

To Vote and ask Questions during the meeting, navigate back to the browser tab with the LUMI AGM platform open.

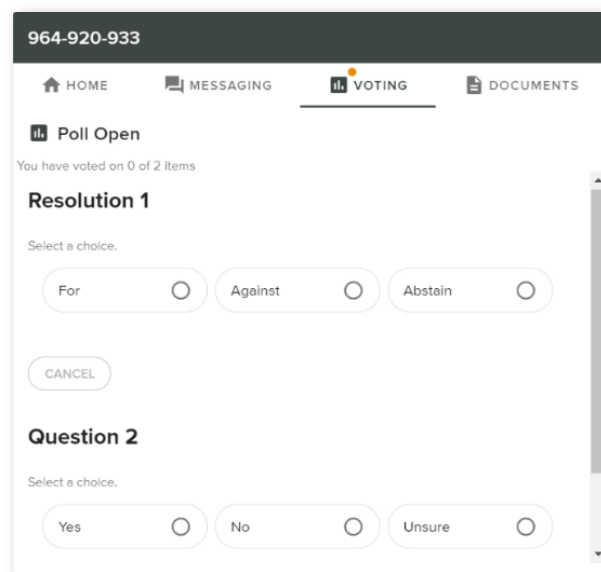
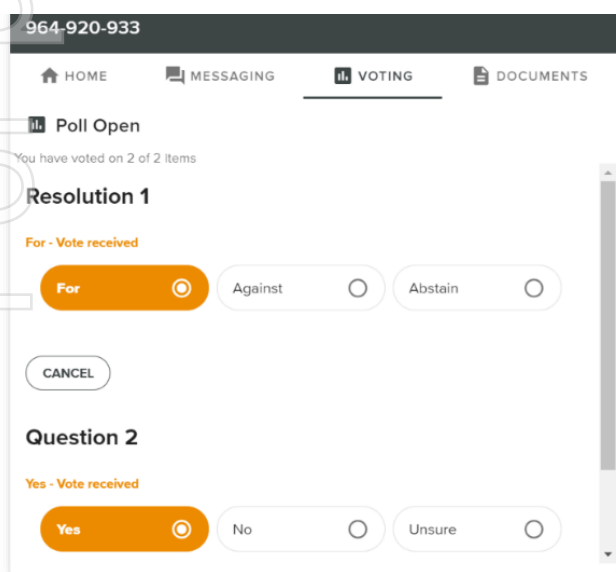


## VOTING

The Chair will open voting on all resolutions at the start of the meeting. Once voting has opened, the voting tab will appear on the navigation bar.



Selecting this tab will open a list of all resolutions and their voting options.



To vote, simply select your voting direction from the options displayed on screen. Your selection will change colour and a confirmation message will appear.

To change your vote, simply select another option. If you wish to cancel your vote, please press cancel.

There is no need to press a submit or send button. Your vote is automatically counted.

Voting can be performed at any time during the meeting until the Chair closes the poll.

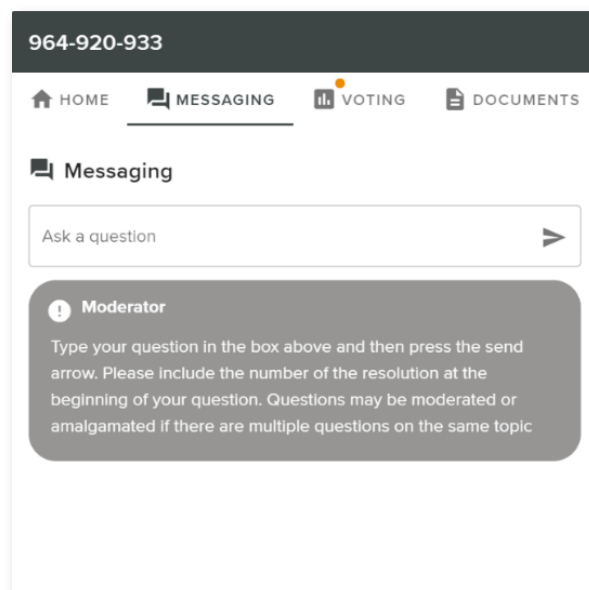
## QUESTIONS

Any shareholder or appointed proxy is eligible to ask questions.

If you would like to ask a question. Select the messaging tab.



Messages can be submitted at any time from the start of the meeting, up until the Chair closes the Q&A session.

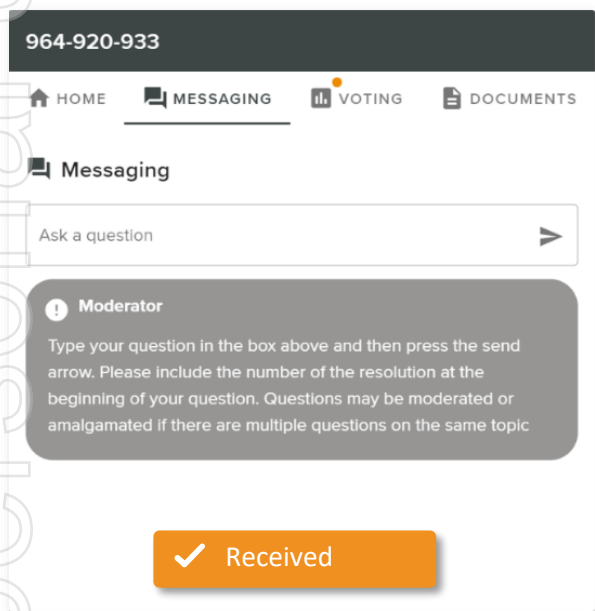


Select the “Ask a Question” box and type in your message.

Once you are happy with your message, select the send icon.



Questions sent via the Lumi platform may be moderated before being sent to the Chair. This is to avoid repetition and remove any inappropriate language.



Meeting ID: 390-719-521

To login you must have your **Voting Access Code (VAC)** and **Postcode or Country Code**

The website will be open and available for log in from 10:30am (AEST), 24th August 2023

**web.lumiagm.com**

## Country Codes

For overseas shareholders, select your country code from the list below and enter it into the password field.

<b>ABW</b>	Aruba
<b>AFG</b>	Afghanistan
<b>AGO</b>	Angola
<b>AIA</b>	Anguilla
<b>ALA</b>	Aland Islands
<b>ALB</b>	Albania
<b>AND</b>	Andorra
<b>ANT</b>	Netherlands Antilles
<b>ARE</b>	United Arab Emirates
<b>ARG</b>	Argentina
<b>ARM</b>	Armenia
<b>ASM</b>	American Samoa
<b>ATA</b>	Antarctica
<b>ATF</b>	French Southern
<b>ATG</b>	Antigua & Barbuda
<b>AUS</b>	Australia
<b>AUT</b>	Austria
<b>AZE</b>	Azerbaijan
<b>BDI</b>	Burundi
<b>BEL</b>	Belgium
<b>BEN</b>	Benin
<b>BFA</b>	Burkina Faso
<b>BGD</b>	Bangladesh
<b>BGR</b>	Bulgaria
<b>BHR</b>	Bahrain
<b>BHS</b>	Bahamas
<b>BIH</b>	Bosnia & Herzegovina
<b>BLM</b>	St Barthelemy
<b>BLR</b>	Belarus
<b>BLZ</b>	Belize
<b>BMU</b>	Bermuda
<b>BOL</b>	Bolivia
<b>BRA</b>	Brazil
<b>BRB</b>	Barbados
<b>BRN</b>	Brunei Darussalam
<b>BTN</b>	Bhutan
<b>BUR</b>	Burma
<b>BVT</b>	Bouvet Island
<b>BWA</b>	Botswana
<b>CAF</b>	Central African Republic
<b>CAN</b>	Canada
<b>CCK</b>	Cocos (Keeling) Islands
<b>CHE</b>	Switzerland
<b>CHL</b>	Chile
<b>CHN</b>	China
<b>CIV</b>	Cote D'ivoire
<b>CMR</b>	Cameroon
<b>COD</b>	Democratic Republic of Congo
<b>COK</b>	Cook Islands
<b>COL</b>	Colombia
<b>COM</b>	Comoros
<b>CPV</b>	Cape Verde
<b>CRI</b>	Costa Rica
<b>CUB</b>	Cuba
<b>CYM</b>	Cayman Islands
<b>CYP</b>	Cyprus
<b>CXR</b>	Christmas Island
<b>CZE</b>	Czech Republic
<b>DEU</b>	Germany
<b>DJI</b>	Djibouti
<b>DMA</b>	Dominica
<b>DNK</b>	Denmark
<b>DOM</b>	Dominican Republic

<b>DZA</b>	Algeria
<b>ECU</b>	Ecuador
<b>EGY</b>	Egypt
<b>ERI</b>	Eritrea
<b>ESH</b>	Western Sahara
<b>ESP</b>	Spain
<b>EST</b>	Estonia
<b>ETH</b>	Ethiopia
<b>FIN</b>	Finland
<b>FJI</b>	Fiji
<b>FLK</b>	Falkland Islands (Malvinas)
<b>FRA</b>	France
<b>FRO</b>	Faroe Islands
<b>FSM</b>	Micronesia
<b>GAB</b>	Gabon
<b>GBR</b>	United Kingdom
<b>GEO</b>	Georgia
<b>GGY</b>	Guernsey
<b>GHA</b>	Ghana
<b>GIB</b>	Gibraltar
<b>GIN</b>	Guinea
<b>GLP</b>	Guadeloupe
<b>GMB</b>	Gambia
<b>GNB</b>	Guinea-Bissau
<b>GNQ</b>	Equatorial Guinea
<b>GRC</b>	Greece
<b>GRD</b>	Grenada
<b>GRL</b>	Greenland
<b>GTM</b>	Guatemala
<b>GUF</b>	French Guiana
<b>GUM</b>	Guam
<b>GUY</b>	Guyana
<b>HKG</b>	Hong Kong
<b>HMD</b>	Heard & Mcdonald Islands
<b>HND</b>	Honduras
<b>HRV</b>	Croatia
<b>HTI</b>	Haiti
<b>HUN</b>	Hungary
<b>IDN</b>	Indonesia
<b>IMN</b>	Isle Of Man
<b>IND</b>	India
<b>IOT</b>	British Indian Ocean Territory
<b>IRL</b>	Ireland
<b>IRN</b>	Iran Islamic Republic of
<b>IRQ</b>	Iraq
<b>ISM</b>	Isle of Man
<b>ISL</b>	Iceland
<b>ISR</b>	Israel
<b>ITA</b>	Italy
<b>JAM</b>	Jamaica
<b>JEY</b>	Jersey
<b>JOR</b>	Jordan
<b>JPN</b>	Japan
<b>KAZ</b>	Kazakhstan
<b>KEN</b>	Kenya
<b>KGZ</b>	Kyrgyzstan
<b>KHM</b>	Cambodia
<b>KIR</b>	Kiribati
<b>KNA</b>	St Kitts And Nevis
<b>KOR</b>	Korea Republic of
<b>KWT</b>	Kuwait
<b>LAO</b>	Laos
<b>LBN</b>	Lebanon

<b>LBR</b>	Liberia
<b>LBY</b>	Libyan Arab Jamahiriya
<b>LCA</b>	St Lucia
<b>LIE</b>	Liechtenstein
<b>LKA</b>	Sri Lanka
<b>LSO</b>	Lesotho
<b>LTU</b>	Lithuania
<b>LUX</b>	Luxembourg
<b>LVA</b>	Latvia
<b>MAC</b>	Macao
<b>MAF</b>	St Martin
<b>MAR</b>	Morocco
<b>MCO</b>	Monaco
<b>MDA</b>	Republic Of Moldova
<b>MDG</b>	Madagascar
<b>MDV</b>	Maldives
<b>MEX</b>	Mexico
<b>MHL</b>	Marshall Islands
<b>MKD</b>	Macedonia Former Yugoslav Rep
<b>MLI</b>	Mali
<b>MLT</b>	Mauritania
<b>MMR</b>	Myanmar
<b>MNE</b>	Montenegro
<b>MNG</b>	Mongolia
<b>MNP</b>	Northern Mariana Islands
<b>MOZ</b>	Mozambique
<b>MRT</b>	Mauritania
<b>MSR</b>	Montserrat
<b>MTQ</b>	Martinique
<b>MUS</b>	Mauritius
<b>MWI</b>	Malawi
<b>MYS</b>	Malaysia
<b>MYT</b>	Mayotte
<b>NAM</b>	Namibia
<b>NCL</b>	New Caledonia
<b>NER</b>	Niger
<b>NFK</b>	Norfolk Island
<b>NGA</b>	Nigeria
<b>NIC</b>	Nicaragua
<b>NIU</b>	Niue
<b>NLD</b>	Netherlands
<b>NOR</b>	Norway Montenegro
<b>NPL</b>	Nepal
<b>NRU</b>	Nauru
<b>NZL</b>	New Zealand
<b>OMN</b>	Oman
<b>PAK</b>	Pakistan
<b>PAN</b>	Panama
<b>PCN</b>	Pitcairn Islands
<b>PER</b>	Peru
<b>PHL</b>	Philippines
<b>PLW</b>	Palau
<b>PNG</b>	Papua New Guinea
<b>POL</b>	Poland
<b>PRI</b>	Puerto Rico
<b>PRK</b>	Korea Dem Peoples Republic of
<b>PRT</b>	Portugal
<b>PRY</b>	Paraguay
<b>PSE</b>	Palestinian Territory Occupied
<b>PYF</b>	French Polynesia
<b>QAT</b>	Qatar
<b>REU</b>	Reunion

<b>ROU</b>	Romania
<b>RUS</b>	Russian Federation
<b>RWA</b>	Rwanda
<b>SAU</b>	Saudi Arabia Kingdom Of
<b>SDN</b>	Sudan
<b>SEN</b>	Senegal
<b>SGP</b>	Singapore
<b>SGS</b>	Sth Georgia & Sth Sandwich Isl
<b>SHN</b>	St Helena
<b>SJM</b>	Svalbard & Jan Mayen
<b>SLB</b>	Solomon Islands
<b>SCG</b>	Serbia & Outlying
<b>SLE</b>	Sierra Leone
<b>SLV</b>	El Salvador
<b>SMR</b>	San Marino
<b>SOM</b>	Somalia
<b>SPM</b>	St Pierre And Miquelon
<b>SRB</b>	Serbia
<b>STP</b>	Sao Tome And Principe
<b>SUR</b>	Suriname
<b>SVK</b>	Slovakia
<b>SVN</b>	Slovenia
<b>SWE</b>	Sweden
<b>SWZ</b>	Swaziland
<b>SYC</b>	Seychelles
<b>SYR</b>	Syrian Arab Republic
<b>TCA</b>	Turks & Caicos Islands
<b>TCO</b>	Chad
<b>TGO</b>	Togo
<b>THA</b>	Thailand
<b>TJK</b>	Tajikistan
<b>TKL</b>	Tokelau
<b>TKM</b>	Turkmenistan
<b>TLS</b>	Timor-Leste
<b>TMP</b>	East Timor
<b>TON</b>	Tonga
<b>TTO</b>	Trinidad & Tobago
<b>TUN</b>	Tunisia
<b>TUR</b>	Turkey
<b>TUV</b>	Tuvalu
<b>TWN</b>	Taiwan
<b>TZA</b>	Tanzania United Republic of
<b>UGA</b>	Uganda
<b>UKR</b>	Ukraine
<b>UMI</b>	United States Minor
<b>URY</b>	Uruguay
<b>USA</b>	United States of America
<b>UZB</b>	Uzbekistan
<b>VNM</b>	Vietnam
<b>VUT</b>	Vanuatu
<b>WLF</b>	Wallis & Futuna
<b>WSM</b>	Samoa
<b>YEM</b>	Yemen
<b>YMD</b>	Yemen Democratic
<b>YUG</b>	Yugoslavia Socialist Fed Rep
<b>ZAF</b>	South Africa
<b>ZAR</b>	Zaire
<b>ZMB</b>	Zambia
<b>ZWE</b>	Zimbabwe