

21 April 2023

## **2023 Annual and Extraordinary General Meeting of Shekel Brainweigh Ltd**

Global weighing technology firm Shekel Brainweigh Ltd (ASX: SBW) (**SBW or the Company**) advises that, in accordance with Listing Rule 3.17, a copy of the following documents are attached:

1. Notice of Annual and Extraordinary General Meeting;
2. Proposed Amended Share Incentive Plan;
3. Sample Proxy Form; and
4. Letter to Shareholders regarding arrangements for the 2023 Annual and Extraordinary General Meeting that will be dispatched to the Shareholders in lieu of the Notice of Meeting.

This announcement has been approved for release by the Company Secretary.

### **Investor relations enquiries:**

Danny Nadri	Barak Nir
Country Manager – Australia	CFO
+61 (0)434 680 391	+972 50 538 6090
<a href="mailto:danny@shekelbrainweigh.com">danny@shekelbrainweigh.com</a>	<a href="mailto:barak@shekelbrainweigh.com">barak@shekelbrainweigh.com</a>

### **About Shekel Brainweigh (“Shekel” or “the Company”)**

Shekel Brainweigh has been a global leader in developing scale and weighing technology for more than 40 years. The company provides weighing solutions to the highly regulated retail and healthcare markets via global giants such as G.E Healthcare, Toshiba, Fujitsu, Diebold Nixdorf and others.

Utilising its experience in weighing technology, Shekel Brainweigh has established its Retail Innovation Division, which is developing a suite of new products aimed at meeting the challenges that traditional retailers face today, such as store automation, operational efficiency including overstock and understock inventory issues and enhancing the consumer experience.

Shekel’s patented combination of weighing technology with Artificial Intelligence (AI) and Internet of Things (IoT) technology has led to the development of its “Product Aware Technology”. Shekel Brainweigh is committed to continuing to innovate and expand into global markets.

To learn more about Shekel Brainweigh, visit [www.shekelbrainweigh.com](http://www.shekelbrainweigh.com)

Shekel Brainweigh Ltd – Level 7, 330 Collins Street, Melbourne, VIC 3000

**Shekel Brainweigh Ltd**  
Level 7, 330 Collins Street,  
Melbourne, VIC 3000  
ARBN: 625 669 445

info@shekelbrainweigh.com  
www.shekelbrainweigh.com



# Shekel Brainweigh Ltd

## **Notice of 2023 Annual and Extraordinary General Meeting**

Explanatory Statement | Proxy Form

Wednesday, 24 May 2023

**5:00PM AEST**

### **Address**

MinterEllison  
Governor Macquarie Tower  
1 Farrer Place  
Sydney NSW 2000

### **and online**

register at:

[https://us02web.zoom.us/webinar/register/WN\\_BNlcq8ioR72CyYE\\_5it0uw](https://us02web.zoom.us/webinar/register/WN_BNlcq8ioR72CyYE_5it0uw)

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.

# Contents

Venue and Voting Information	2
Notice of Annual and Extraordinary General Meeting – Agenda and Resolutions	5
Notice of Annual and Extraordinary General Meeting – Explanatory Statement	11
Glossary	25
Proxy Form	Attached

## Venue and Voting Information

The Annual and Extraordinary General Meeting of the Shareholders to which this Notice of Meeting relates will be held at 5:00pm AEST on Wednesday, 24 May 2023 as a hybrid meeting at the offices of MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 and virtually online via Zoom Webinar, register at:

[https://us02web.zoom.us/webinar/register/WN\\_BNlcq8ioR72CyYE\\_5it0uw](https://us02web.zoom.us/webinar/register/WN_BNlcq8ioR72CyYE_5it0uw)

### Your vote is important

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

### Voting in person

To vote in person, attend the Annual and Extraordinary General Meeting in person or virtually on the date set out above.

### Voting by proxy

To vote by proxy, please use one of the following methods:

<b>Online</b>	Proxy instructions can be submitted electronically to the Company's share registrar by visiting <b>www.investorvote.com.au</b> and using the 6-digit control number on the proxy form and entering your SRN/HIN and post code and Intermediary Online subscribers only (custodians) should visit <b>intermediaryonline.com</b>
<b>By post</b>	Computershare Investor Services Pty Limited, GPO Box 242 Melbourne, Victoria 3001 Australia
<b>By fax</b>	1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia).

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

### Voting and asking questions during the Meeting when attending the Meeting online

To vote and ask questions online during the Meeting, you can log in by entering the following URL <https://meetnow.global/M4AVZTT> on your computer, tablet or smartphone. Online registration will open 30 minutes before the Meeting.

To make the registration process quicker, please have your SRN/HIN and registered postcode or country code ready. Proxyholders will need to contact the call centre before the Meeting to obtain their login details.

To vote in the Meeting online follow the instructions below.

1. Click on 'Join Meeting Now'.
2. Enter your SRN/HIN. Proxyholders will need to contact Computershare on +61 3 9415 4024 one hour prior to the Meeting to obtain their login details.
3. Enter your postcode registered to your holding if you are an Australian securityholder. If you are an overseas securityholder select the country of your registered holding from the drop-down list.
4. Accept the Terms and Conditions and 'Click Continue'.

You can cast votes and ask questions at the appropriate times while the Meeting is in progress.

For full details on how to log on and vote online at the Meeting, please refer to the user guide [www.computershare.com.au/onlinevotingguide](http://www.computershare.com.au/onlinevotingguide)

## Power of attorney

If the Proxy Form is signed under a power of attorney on behalf of a Shareholder, then the attorney must make sure that either the original power of attorney or a certified copy is sent with the Proxy Form, unless the power of attorney has already provided it to the Company's Share Registry.

## Corporate representatives

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

## Review rights of an interested party

One or more Shareholders holding Shares in an amount constituting five percent or more of the total voting rights in the Company (currently equating to a holding of 9,798,265 Shares or more), as well as whoever holds such percentage of the total voting rights not held by a "Controlling Shareholder" in the Company ("**Controlling Shareholder**" is any Shareholder that has the ability to direct the Company's activities (other than by means of being a director or office holder of the Company); a person is presumed to be a Controlling Shareholder if he or she holds or controls, by himself or together with others, one half or more of any one of the "means of control" of a company; for this purpose, a shareholder who holds 25% or more of the voting rights in the company if no other shareholder holds more than 50% of the voting rights in the company, is also presumed to be a controlling shareholder. "**Means of control**" is defined as any one of the following: (i) the right to vote at a general meeting of a company, or (ii) the right to appoint directors of a company or its chief executive officer. For the purpose of holding in the context of a transaction with an interested party, two or more holders of voting rights in the Company, each of whom has a personal interest in approving the transaction brought for the approval of the Company, shall be regarded as "holding together"), is entitled to review, by himself or through an agent acting on his behalf, following the convening of the Annual and Extraordinary General Meeting in the registered office of the Company and during normal business hours, the voting proxies and voting records received by the Company.

Shareholders wishing to express their position on an agenda item for the Meeting may do so by submitting a written statement (a "**Position Statement**") to Shekel Brainweigh Ltd, c/o Acclime Corporate Services, Level 7, 330 Collins Street, Melbourne, VIC 3000. Any Position Statement received will be made available to the public on the Company's website and by way of an ASX announcement. Position Statements should be submitted to the Company no later than Wednesday, 14 May 2023. A Shareholder is entitled to contact the Company directly and receive the text of the Proxy Form and any Position Statement.

## Quorum

Two or more Shareholders, present in person or by proxy and holding Shares conferring in the aggregate at least 25% of the voting power of the Company, shall constitute a quorum for the Meeting. If within half an hour from the time the Meeting is convened a quorum is not present, the Meeting shall stand adjourned to Wednesday, 31 May 2023, at the same time and place. If a quorum is not present at the second meeting within half an hour from the time appointed for such meeting, any present Shareholders personally or by proxy shall be deemed a quorum, and shall be entitled to deliberate and to resolve in respect of the matters for which the Meeting was convened.

# Notice of Annual and Extraordinary General Meeting

Notice is hereby given that an Annual and Extraordinary General Meeting of Shareholders of Shekel Brainweigh Ltd ARBN 625 669 445 will be held at 5:00pm AEST on Wednesday, 24 May 2023 as a hybrid meeting at the offices of MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 and virtually online via Zoom Webinar, register at:

[https://us02web.zoom.us/webinar/register/WN\\_BNlcq8ioR72CyYE\\_5it0uw](https://us02web.zoom.us/webinar/register/WN_BNlcq8ioR72CyYE_5it0uw) (the **Meeting**).

The Explanatory Statement to this Notice of Meeting provides additional information on matters to be considered at the Annual and Extraordinary General Meeting. The Explanatory Statement and the Proxy Form forms part of this Notice of Meeting.

The Directors have determined pursuant to the Israeli Companies Regulations (Relief for Public Companies Traded on Stock Markets Outside of Israel), 5760–2000 that the persons eligible to vote at the Annual and Extraordinary General Meeting are those who are registered Shareholders at 5:00pm AEST on Friday, 21 April 2023.

Terms and abbreviations used in this Notice of Meeting and Explanatory Statement are defined in the Glossary.

## Agenda

### Ordinary Business

#### **Financial statements and reports**

*“To receive and to consider the Annual Financial Report of the Company for the financial year ended 31 December 2022 together with the declaration of the Directors, the Directors’ Report, and the Auditor’s Report for that financial year.”*

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

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

## Resolutions

### **Re-election of Director**

#### **1. Resolution 1 – Re-election of Ms Beth Kaplan as Director**

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

*“That Ms Beth Kaplan, a Director who retires by rotation in accordance with the Company’s Articles of Association and ASX Listing Rule 14.4, and being eligible offers herself for re-election as a Director of the Company, shall be elected as a non-executive director of the Company effective immediately and until the third Annual General Meeting of the Company.”*

## **ASX Listing Rule 7.1A (Additional 10% Capacity)**

### **2. Resolution 2 – ASX Listing Rule 7.1A approval of future issue of Equity Securities**

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

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

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 2 by or on behalf of:

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

However, this does not apply to a vote cast in favour of Resolution 2 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 2, in accordance with directions given to the proxy or attorney to vote on Resolution 2 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 2, in accordance with a direction given to the Chair of the Meeting to vote on Resolution 2 as the Chair of the Meeting decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 2; and
  - the holder votes on Resolution 2 in accordance with directions given by the beneficiary to the holder to vote in that way.

## **Ratification of Prior issues of securities**

### **3. Resolution 3 – Ratification of prior issue of 2,890,933 Restricted Share Units**

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

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 2,890,933 Restricted Share Units issued on 29 June 2022 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 3 by or on behalf of:

- (a) a person who participated in the issue, namely Yoram Ben-Porat; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 3 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 3, in accordance with directions given to the proxy or attorney to vote on Resolution 3 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 3, in accordance with a direction given to the Chair of the Meeting to vote on Resolution 3 as the Chair of the Meeting decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 3; and
  - the holder votes on Resolution 3 in accordance with directions given by the beneficiary to the holder to vote in that way.

#### 4. **Resolution 4** – Ratification of prior issue of 1,050,000 2022 Lender Options

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

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and prior issue of 1,050,000 2022 Lender Options issued on 26 May 2022 and otherwise on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 4 by or on behalf of:

- (a) a person who participated in the issue, namely MTCP II LLC, Trust FBO Zachary D Hurwitz, William Sholk, LHJ Capital Partners II LLC and Howard and Susan Goode; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 4 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 4, in accordance with directions given to the proxy or attorney to vote on Resolution 4 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 4 in accordance with a direction given to the Chair of the Meeting to vote on Resolution 4 as the Chair of the Meeting decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:



- the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 4; and
- the holder votes on Resolution 4 in accordance with directions given by the beneficiary to the holder to vote in that way.

## 5. Resolution 5 – Ratification of agreement to issue 4,429,500 Tranche 1 Lender Options

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

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the agreement to allot and issue 4,429,500 Tranche 1 Lender Options on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

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

- a person who participated in the issue, namely MTCP II, LLC, Trisib Capital Partners LLC, LHJ Capital Partners II, LLC, Trust FBO Zachary D Hurwitz, Yehuda L Neuberger Revocable Trust and William Sholk; or
- an Associate of that person or those persons.

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

- a person as proxy or attorney for a person who is entitled to vote on Resolution 5, in accordance with directions given to the proxy or attorney to vote on Resolution 5 in that way; or
- the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 5 in accordance with a direction given to the Chair of the Meeting to vote on Resolution 5 as the Chair of the Meeting decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 5; and
  - the holder votes on Resolution 5 in accordance with directions given by the beneficiary to the holder to vote in that way.

## 6. Resolution 6 – Ratification of agreement to issue 4,945,500 Tranche 2 Lender Options

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

*“That, for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the agreement to allot and issue 4,945,500 Tranche 2 Lender Options on the terms and conditions set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 6 by or on behalf of:

- (a) a person who participated in the issue, namely MTCP II, LLC, Trisib Capital Partners LLC, LHJ Capital Partners II, LLC, Trust FBO Zachary D Hurwitz, Yehuda L Neuberger Revocable Trust and William Sholk; or
- (b) an Associate of that person or those persons.

However, this does not apply to a vote cast in favour of Resolution 6 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 6, in accordance with directions given to the proxy or attorney to vote on Resolution 6 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 6 in accordance with a direction given to the Chair of the Meeting to vote on Resolution 6 as the Chair of the Meeting decides; or
- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 6; and
  - the holder votes on Resolution 6 in accordance with directions given by the beneficiary to the holder to vote in that way.

## **Approval to amend terms of Performance Rights**

### **7. Resolution 7 – Approval to amend the terms of Performance Rights**

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

*“That, for the purpose of ASX Listing Rule 6.23.4 and for all other purposes, approval is given for the Company to amend the terms of 2,890,933 Performance Rights which it has previously issued to employees and consultants of the Company as set out in the Explanatory Statement which accompanies and forms part of this Notice of Meeting.”*

**Voting Exclusion Statement:** The Company will disregard any votes cast in favour of Resolution 7 by or on behalf of:

- (a) Barak Nir; or
- (b) an Associate of Barak Nir.

However, this does not apply to a vote cast in favour of Resolution 7 by:

- (i) a person as proxy or attorney for a person who is entitled to vote on Resolution 7, in accordance with directions given to the proxy or attorney to vote on Resolution 7 in that way; or
- (ii) the Chair of the Meeting as proxy or attorney for a person who is entitled to vote on Resolution 7 in accordance with a direction given to the Chair of the Meeting to vote on Resolution 7 as the Chair of the Meeting decides; or

- (iii) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
- the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an Associate of a person excluded from voting, on Resolution 7; and
  - the holder votes on Resolution 7 in accordance with directions given by the beneficiary to the holder to vote in that way.

## **Re-Appointment of Auditor**

### **8. Resolution 8 – Re - Appointment of BDO Ziv Haft certified public accountants as the independent auditor of the Company.**

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

*"That, BDO Ziv Haft public accountants be re-appointed as the Company's independent auditor for a term of three years i.e., year ending 31 December 2025 and until the third annual general meeting of the Company's Shareholders following this Meeting, and the Company's Board of Directors be authorized to determine their remuneration."*

**BY ORDER OF THE BOARD**



Mark Licciardo  
Company Secretary

# Explanatory Statement

This Explanatory Statement has been prepared for the information of Shareholders in connection with the business to be conducted at the Annual and Extraordinary General Meeting of the Company to be held at 5:00pm AEST on Wednesday, 24 May 2023 as a hybrid meeting at the offices of MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 and virtually online via Zoom Webinar, register at:

[https://us02web.zoom.us/webinar/register/WN\\_BNlcq8ioR72CyYE\\_5it0uw](https://us02web.zoom.us/webinar/register/WN_BNlcq8ioR72CyYE_5it0uw)

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

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

Full details of the business to be considered at the Annual and Extraordinary General Meeting are set out below.

## Agenda

### Ordinary business

#### **Financial statements and reports**

In accordance with the Company's Articles of Association and the Israeli Company's Law, 5759-1999, the business of the Annual General Meeting will include receipt and consideration of the Annual Financial Report of the Company for the financial year ended 31 December 2022 together with the declaration of the Directors, the Directors' Report and the Auditor's Report.

Whilst the Company will not provide a hard copy of the Company's Annual Financial Report unless specifically requested to do so, Shareholders may view the Company Annual Financial Report on its website at [www.shekelbrainweigh.com](http://www.shekelbrainweigh.com).

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

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

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

#### **Written questions of the auditor**

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

Please note that all written questions must be received at least five business days before the Meeting, which is by Wednesday, 17 May 2023. Questions should be submitted to the Company

Secretary.

# Resolutions

## **Re-election of Director**

### **Resolution 1 – Re-election of Ms Beth Kaplan as a Non-executive Director**

The Company's Articles of Association require that a Director, excluding the Managing Director, must retire from office as Director no later than the longer of the third Annual General Meeting of the Company following that Director's last election or appointment.

ASX Listing Rule 14.4 also provides each Director must not hold office (without re-election) past the third annual general meeting following the Director's appointment or 3 years, whichever is longer.

Ms Beth Kaplan was appointed as a Non-Executive Director of the Company on 19 August 2018 and sought re-election in July 2020. Under this Resolution 1, Ms Kaplan has elected to retire by rotation, and being eligible, seeks re-election as a Non-Executive Director of the Company at this AGM.

Ms Kaplan has certified to the Company that she complies with all requirements under the Companies Law for serving as a Director of the Company.

In her capacity as a Non-Executive Director, Ms Kaplan shall be entitled to fees equal to \$3,000 per month.

In addition, in her capacity as a Non-Executive Director, Ms Kaplan shall continue to be entitled to the same insurance, indemnification and exculpation arrangements, as are currently in effect for the Company's officers and directors; all of which are in accordance with the Company's Articles of Association and the Company's remuneration policy (the **Remuneration Policy**).

A brief biography of Ms Kaplan is set forth below:

Ms Kaplan has held a number of directorship and managerial roles for retail and technology companies. Ms Kaplan has a deep knowledge in marketing, logistics and optimising retail operations. Ms Kaplan currently serves as a director of two public companies (Meredith Corporation and Howard Hughes Corporation) and three private companies (Framebridge, Leesa Sleep Limited and Rent the Runway). Also, Ms Kaplan has been a venture partner and the managing member at Axcel Partners LLC for over ten years. Ms Kaplan's previous senior management positions include acting as president and chief operating officer for Rent the Runway, an online dress and accessory rental company, where she played a central role in overseeing finance, logistics, merchandising and retail operations.

Ms Kaplan started her career at Procter and Gamble where she remained for 16 years with her final position being President of the US cosmetics business. Also, as president of General Nutrition Centres, Ms Kaplan was a part of the team responsible for listing the company on the New York Stock Exchange in April 2011.

Ms Kaplan holds a B.Sc. and an MBA from the University of Pennsylvania's Wharton School of Business.

#### **Directors' recommendation.**

The Directors (with Ms Kaplan abstaining) recommend that Shareholders vote in favour of Resolution 1.

## **ASX Listing Rule 7.1A**

### **Resolution 2 – ASX Listing Rule 7.1A approval of future issue of Equity Securities**

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

Under Listing Rule 7.1A, however, an eligible entity can seek approval from its shareholders, by way of a special resolution passed at its annual general meeting, to add an additional 10% capacity (**additional 10% capacity**).

An eligible entity for the purposes of Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation less than the amount prescribed by ASX (currently \$300 million).

As of the date of this Notice of Meeting, the Company has a market capitalisation of approximately \$[12.75] million and therefore is an eligible entity for the purposes of Listing Rule 7.1A. If at the time of the Meeting the Company is no longer an eligible entity this Resolution 2 will be withdrawn from consideration at the Meeting.

This Resolution 2 seeks Shareholder approval, by way of a Special Resolution; for the Company to have the additional 10% capacity (provided for in Listing Rule 7.1A) to issue Equity Securities without Shareholder approval.

If Resolution 2 is approved by Shareholders, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without any further Shareholder approval.

If Resolution 2 is **not** approved by Shareholders, the Company will not be able to access the additional 10% capacity to issue Equity Securities without Shareholder approval provided for in Listing Rule 7.1A and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

#### **Information Required by ASX Listing Rule 7.3A**

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

##### Period for which the approval will be valid

An approval under Listing Rule 7.1A commences on the date of the annual general meeting at which Shareholder approval is obtained for this Resolution 2 and expires on the first to occur of the following:

- (a) the date which is 12 months after the date of the annual general meeting at which Shareholder approval is obtained for this Resolution 2;
- (b) the time and date of the Company's next annual general meeting; and
- (c) the time and date on which Shareholders approve a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking).

##### Minimum price at which the Equity Securities may be issued under Listing Rule 7.1A

Any Equity Securities issued under Listing Rule 7.1A.2 must be in an existing quoted class of the Company's Equity Securities (i.e., must be Shares) and issued for cash consideration.

The issue price per Equity Security must not be less than 75% of the volume weighted average market price of the Equity Securities in that class, calculated over 15 trading days on which trades

in that class were recorded immediately before:

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

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

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

As at the date of this Notice, the Company has not formed an intention to offer any Equity Securities under Listing Rule 7.1A during the Listing Rule 7.1A mandate period, if Shareholders approve this Resolution 2. However, if Shareholders approve this Resolution 2 and the Company did raise funds from the issue of Equity Securities under Listing Rule 7.1A, based on the Company's existing plans, the Company considers that the funds may be used for the following purposes:

- (a) to further develop the Company's business;
- (b) to be applied to the Company's working capital requirements; and
- (c) for potential acquisitions assets and or business.

Risk of economic and voting dilution to existing ordinary Securityholders

If this Resolution 2 is approved, and the Company issues Equity Securities under Listing Rule 7.1A, the existing Shareholders' economic and voting power in the Company will be diluted.

There is a risk that:

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

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

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

Variable "A" in Listing Rule 7.1A.2		Potential dilution and funds raised		
		\$0.035 50% decrease in issue price	\$0.070 <sup>(b)</sup> issue price	\$0.140 100% increase in issue price
'A' is the number of Shares on issue, being 195,965,316 Shares <sup>(a)</sup>	10% voting dilution <sup>(c)</sup>	19,596,532	19,596,532	19,596,532
	Funds raised	\$685,879	\$1,371,757	\$2,743,514
'A' is a 50% increase in in Shares on issue, being 293,947,974 Shares	10% voting dilution <sup>(c)</sup>	29,394,797	29,394,797	29,394,797
	Funds raised	\$1,028,818	\$2,057,636	\$4,115,272
'A' is a 100% increase in the number of Shares on issue, being 391,930,632 Shares	10% voting dilution <sup>(c)</sup>	39,193,063	39,193,063	39,193,063
	Funds raised	\$1,371,757	\$2,743,514	\$5,487,029

**Notes:**

- (a) Based on the total number of Shares on issue as at 17 April 2023.
- (b) Based on the closing price of the Shares on ASX as at 17 April 2023.
- (c) The table assumes that the Company issues the maximum number of Shares available to be issued under Listing Rule 7.1A.
- (d) The table does not show an example of dilution that may be caused to a particular Shareholder by reason of issues of Shares under Listing Rule 7.1A based on that Shareholder's holding at the date of this Explanatory Statement.
- (e) The table shows the effect of an issue of Shares under Listing Rule 7.1A only, not under the Company's 15% placement capacity under Listing Rule 7.1.

Allocation policy for issues under Listing Rule 7.1A

The Company's allocation policy and the identity of the allottees of Equity Securities under Listing Rule 7.1A will depend on a number of factors, including:

- (a) the Company's intentions in relation to the possible issue of Equity Securities (for cash consideration) during the Listing Rule 7.1A mandate period;
- (b) the structure and timeframe of the capital raising opportunities available to the Company and any alternative methods for raising funds that are available to the Company (such as a pro rata offer or an offer under a share purchase plan);
- (c) the potential effect on the control of the Company;
- (d) the Company's financial position and the likely future capital requirements; and
- (e) advice from the Company's corporate or financial advisors.

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

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

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

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

The Company has **not** issued or agreed to issue Equity Securities under Listing Rule 7.1A.2 in the 12 months preceding the AGM.

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



### **Directors' recommendation**

The Board of Directors unanimously recommends that Shareholders vote for this Resolution.

The Chair intends to vote in favour of this Resolution.

## **Ratification of prior issues of securities or agreement to issue securities**

### **Resolution 3 – Ratification of prior issue of 2,890,933 Restricted Share Units**

As announced by the Company on 29 June 2022, the Company issued 2,890,933 Restricted Share Units (**RSUs**) utilising the Company's available placement capacity under Listing Rule 7.1.

#### **ASX Listing Rule 7.1**

This Resolution 3 proposes that Shareholders approve and ratify the prior issue of 2,890,933 Restricted Share Units, which were issued by the Company on 29 June 2022 (**RSU Issue Date**).

All of the RSUs were issued by utilising the Company's available placement capacity under Listing Rule 7.1.

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period. At last year's AGM, the Company sought and obtained approval of its Shareholders under Listing Rule 7.1A to increase this 15% limit by an extra 10% to 25%.

The issue of RSUs did not fit within any of the exceptions (to Listing Rule 7.1) and, as the issue has not 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 RSU Issue Date.

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 Listing Rule 7.1.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, this Resolution 3 seeks Shareholder approval to ratify the prior issue of the RSUs for the purposes of Listing Rule 7.4.

If this Resolution 3 is approved by Shareholders, the issue of the RSUs will be **excluded** from the calculation of the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the RSU Issue Date.

If this Resolution 3 is not approved by Shareholders, the issue of the RSUs will be included in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the RSU Issue Date.

#### **Information required by ASX Listing Rule 7.5**

The following information is provided to Shareholders for the purposes of Listing Rule 7.5.

- (a) The RSUs were issued to 31 managers and employees of the Company on the terms and conditions of the Company's Share Incentive Plan (see <https://www.asx.com.au/asxpdf/20210305/pdf/44tdfl8f1gl0vj.pdf> for further information

on the terms of the Company's Share Incentive Plan). The recipients were identified by the Company, and confirmed by either the Chief Executive Officer and / or the Chief Financial Officer of the Company, to express appreciation for past performance and encourage future performance.

- (b) The Company confirms that none of the recipients are a related party, member of the Company's key management personnel, a substantial shareholder, an adviser, or an associate of any of the aforementioned.
- (c) The Company issued 2,890,933 RSUs on the RSU Issue Date. On satisfaction of the vesting conditions, each RSU will entitle the holder to be issued with one Share for no monetary consideration.
- (d) As disclosed in the notification regarding unquoted securities released to the market on 29 June 2022, the material terms of the RSUs are as follows:
  - (i) Exercise price payable to exercise each RSU: nil;
  - (ii) Expiry date: 4 years from the RSU Issue Date.
- (e) The RSUs were issued on 29 June 2022.
- (f) The RSUs were issued for nil cash consideration.
- (g) No funds were raised from the issue of the RSUs, which were issued to various managers and employees of the Company as a way to incentivise and remunerate those managers and employees.
- (h) A voting exclusion statement is included under Resolution 3 in this Notice of Meeting

#### **Directors' recommendation**

The Board of Directors unanimously recommend that Shareholders vote for this Resolution 3.

## **Resolution 4 – Ratification of prior issue of 1,050,000 2022 Lender Options**

As announced by the Company on 23 May 2022, the Company entered into a loan and option agreement (**2022 Loan and Option Agreement**) with each of MTCP II LLC, Trust FCBO Zachary D Hurwitz, William Sholk, LHJ Capital Partners II LLC and Howard and Susan Goode (together, the **2022 Lenders**), pursuant to which the 2022 Lenders agreed to advance the Company an unsecured loan in the aggregate amount of up to US\$3 million (**2022 Loan**) and the Company agreed to grant to the 2022 Lenders an aggregate amount of up to 4.5 million unlisted Options in the Company (**2022 Lender Options**).

The material terms of the 2022 Lender Options (as disclosed to the market on 23 May 2022) are as follows:

- (a) **Exercise period:** The 2022 Lender Options may be exercised by the holder for a period of 24 months from the date of advance of the 2022 Loan to the Company.
- (b) **Exercise price:** Each 2022 Lender Option will have an exercise price per 2022 Lender Option which is equal to the 75% of the volume weighted average price of the Shares (as traded on ASX) during the 30 trading days preceding the exercise date of the 2022 Lender Option.
- (c) **Voting rights:** A 2022 Lender Option does not entitle the holder to any voting rights or other rights as a Shareholder prior to the exercise of the 2022 Lender Option.
- (d) **Participation in new issuances of Equity Securities by the Company:** The holders of the 2022 Lender Options will not be entitled to participate in any new issue of securities to

existing Shareholders by virtue of holding a 2022 Lender Option unless they first exercise the 2022 Lender Option, and acquire the underlying Share, prior to the record date for determining entitlements to participate in the new issuance.

- (e) **Adjustments:** Any adjustments made to the exercise price or the number of Shares which may be issued on exercise of a 2022 Lender Option will be in accordance with the ASX Listing Rules.

The Company issued 4,500,000 2022 Lender Options pursuant to the 2022 Loan and Option Agreement in three tranches:

1. On 26 May 2022, 1,500,000 2022 Lender Options were issued and subsequently approved by Shareholders at the 2022 Annual General Meeting of the Company;
2. On 26 May 2022, 1,950,000 2022 Lender Options were issued by utilising the Company's existing placement capacity under ASX Listing Rule 7.1; and
3. On 21 September 2022, 1,050,000 2022 Lender Options were issued by utilising the Company's existing placement capacity under ASX Listing Rule 7.1.

### **ASX Listing Rule 7.1**

This Resolution 4 proposes that Shareholders of the Company approve and ratify the prior issue of 1,050,000 2022 Lender Options which were issued by the Company on 21 September 2022 (**2022 Options Issue Date**).

All of the 2022 Lender Options were issued utilising the Company's available placement capacity under Listing Rule 7.1.

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

The issue of the 2022 Lender Options did not fit within any of the exceptions (to Listing Rule 7.1) and, as the issue has not 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 2022 Options Issue Date.

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 Listing Rule 7.1.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, this Resolution 4 seeks Shareholder approval to ratify the prior issue of the 1,050,000 2022 Lender Options for the purposes of Listing Rule 7.4.

If this Resolution 4 is approved by Shareholders, the issue of the 1,050,000 2022 Lender Options will be **excluded** from the calculation of the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the 2022 Options Issue Date.

If this Resolution 4 is not approved by Shareholders, the issue of the 1,050,000 2022 Lender Options will be **included** in calculating the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the 2022 Options Issue Date.

## Information required by ASX Listing Rule 7.5

The following information is provided to Shareholders for the purposes of Listing Rule 7.5.

- (a) The 1,050,000 2022 Lender Options were issued to the Lenders on 21 September 2022.
- (b) The Company confirms that none of the 2022 Lenders (being the holders of the 1,050,000 2022 Lender Options) are a related party, member of the Company's key management personnel, a substantial shareholder, an adviser, or an associate of any of the aforementioned.
- (c) For the purposes of the approval being sought by this Resolution 4, the Company issued 1,050,000 2022 Lender Options.
- (d) The material terms of the 2022 Lender Options are set out above.
- (e) The 1,050,000 2022 Lender Options were issued on 21 September 2022.
- (f) The 1,050,000 2022 Lender Options were issued for nil cash consideration.
- (g) No cash funds were raised from the issue of the 1,050,000 2022 Lender Options, which were issued to as part of the consideration for the Company securing the 2022 Loan.
- (h) A voting exclusion statement is included under Resolution 4 in this Notice of Meeting.

## Directors' recommendation

The Board of Directors unanimously recommend that Shareholders vote for this Resolution 4.

## Resolution 5 – Ratification of prior agreement to issue 4,429,500 Tranche 1 Lender Options

As announced by the Company on 7 February 2023, the Company, via its subsidiary Shekel Scales (2008) Ltd (**Shekel**), entered into a loan and option agreement (**2023 Loan and Option Agreement**) to raise up to US\$6.25M from subscribing parties (**2023 Lenders**) in two tranches (collectively, the **2023 Loan**).

Under Tranche 1 of the 2023 Loan and Option Agreement, MTCP II, LLC, Trisib Capital Partners LLC, LHJ Capital Partners II, LLC, Trust FBO Zachary D Hurwitz, Yehuda L Neuberger Revocable Trust, William Sholk (**Tranche 1 Lenders**) have agreed to advance to Shekel an unsecured loan in an amount of US\$2.953M and the Company has agreed to grant the Lenders an aggregate amount of 4,429,500 unlisted options in the Company (**Tranche 1 Lender Options**) being an option to purchase 1.5 Shares for every US\$1.00 loaned to the Company.

The material terms of the Tranche 1 Lender Options (as disclosed to the market on 7 February 2023) are as follows:

- (a) **Exercise period:** The Tranche 1 Lender Options may be exercised by the holder for a period of 24 months from the date of advance of the 2023 Loan to the Company. The Tranche 1 Lender Options may be exercised at any time during this period.
- (b) **Exercise price:** Each Tranche 1 Lender Option will have an exercise price per Tranche 1 Lender Option which is equal to the 75% of the volume weighted average price of the Shares (as traded on ASX) during the 30 trading days preceding the exercise date of the Tranche 1 Lender Option.
- (c) **Voting rights:** A Tranche 1 Lender Option does not entitle the holder to any voting rights or other rights as a Shareholder prior to the exercise of the Tranche 1 Option.
- (d) **Participation in new issuances of Equity Securities by the Company:** The holders of Tranche 1 Lender Options will not be entitled to participate in any new issue of securities to existing Shareholders by virtue of holding a Tranche 1 Lender Option unless they first exercise the Tranche 1 Lender Option, and acquire the underlying Share, prior to the record date for determining entitlements to participate in the new issuance.
- (e) **Adjustments:** Any adjustments made to the exercise price or the number of Shares which may be issued on exercise of a Tranche 1 Lender Option will be in accordance with the ASX

## Listing Rules.

### **ASX Listing Rule 7.1**

This Resolution 5 proposes that Shareholders of the Company approve the agreement to issue the 4,429,500 Tranche 1 Lender Options to the 2023 Lenders (details of which were announced by the Company to the market on 7 February 2023).

The agreement to issue all of the Tranche 1 Lender Options was made utilising the Company's available placement capacity under Listing Rule 7.1.

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

The agreement to issue the Tranche 1 Lender Options did not fit within any of the exceptions (to Listing Rule 7.1) and, as the issue has not 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 issue of the Tranche 1 Lender Options.

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 Listing Rule 7.1.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, this Resolution 5 seeks Shareholder approval to ratify the agreement to issue the Tranche 1 Lender Options for the purposes of Listing Rule 7.4.

If this Resolution 5 is approved by Shareholders, the Tranche 1 Lender Options issued will be **excluded** from the calculation of the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the issue of the Tranche 1 Lender Options.

If this Resolution 5 is not approved by Shareholders, the issue of the Tranche 1 Lender Options will be **included** in calculating the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the issue of the Tranche 1 Lender Options.

### **Information required by ASX Listing Rule 7.5**

The following information is provided to Shareholders for the purposes of Listing Rule 7.5.

- (a) The agreement to issue the Tranche 1 Lender Options was entered into on 7 February 2023 and the Tranche 1 Lenders are intended to be issued on 30 June 2023 and, in any event, no later than three months after the date of the Meeting (assuming Shareholder approval for this Resolution 5 is obtained).
- (b) The Company confirms that none of the Tranche 1 Lenders are a related party, member of the Company's key management personnel, a substantial shareholder, an adviser, or an associate of any of the aforementioned.
- (c) For the purposes of the approval being sought by this Resolution 5, the Company intends to issue 4,429,500 Tranche 1 Lender Options.
- (d) The material terms of the Tranche 1 Lender Options are set out above.
- (e) The Tranche 1 Lender Options are intended to be issued on or around 30 June 2023 but in

any event will be issued no later than three months after the Meeting (assuming Shareholder approval for this Resolution 5 is obtained).

- (f) The Tranche 1 Lender Options are to be issued for nil cash consideration.
- (g) No funds will be raised from the issue of the Tranche 1 Lender Options, which will be issued to as part of the consideration for the Company securing the 2023 Loan.
- (h) A voting exclusion statement is included under Resolution 5 in this Notice of Meeting.

#### **Directors' recommendation**

The Board of Directors unanimously recommend that Shareholders vote for this Resolution 5.

## **Resolution 6 – Ratification of prior agreement to issue 4,945,500 Tranche 2 Lender Options**

As announced by the Company on 7 February 2023, the Company, via its subsidiary Shekel, entered into the 2023 Loan and Option Agreement to raise up to US\$6.25M from the 2023 Lenders in two tranches.

In addition to the Tranche 1 Lender Options issue the subject of Resolution 5, the Company intends to draw down an additional US\$3.297 million under the 2023 Loan and Option Agreement and the Company has agreed to grant the 2023 Lenders an aggregate of a further 4,945,500 Options (**Tranche 2 Lender Options**), being an option to buy 1.5 Shares for every US\$1.00 loaned to the Company under this additional draw down.

The material terms of the Tranche 2 Lender Options are as set out for the Tranche 1 Lender Options in Resolution 5 above.

#### **ASX Listing Rule 7.1**

This Resolution 6 proposes that Shareholders of the Company approve the agreement to issue the 4,945,500 Tranche 2 Lender Options to the 2023 Lenders (details of which were announced by the Company to the market on 7 February 2023).

The agreement to issue all of the Tranche 2 Lender Options was made utilising the Company's available placement capacity under Listing Rule 7.1.

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

The agreement to issue the Tranche 2 Lender Options did not fit within any of the exceptions (to Listing Rule 7.1) and, as the issue has not 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 issue of the Tranche 2 Lender Options.

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 Listing Rule 7.1.

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, this Resolution 6 seeks Shareholder approval to ratify the agreement to issue the Tranche 2 Lender Options for the purposes of Listing Rule 7.4.

If this Resolution 6 is approved by Shareholders, the Tranche 2 Lender Options issued will be **excluded** from the calculation of the Company's 15% capacity to issue Equity Securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the issue of the Tranche 2 Lender Options.

If this Resolution 6 is not approved by Shareholders, the issue of the Tranche 2 Lender Options will be **included** in calculating the Company's 15% capacity to issue equity securities under Listing Rule 7.1 without Shareholder approval over the 12-month period following the issue of the Tranche 2 Lender Options.

### Information required by ASX Listing Rule 7.5

The following information is provided to Shareholders for the purposes of Listing Rule 7.5.

- (a) The agreement to issue the Tranche 2 Lender Options was entered into on 7 February 2023 and the Tranche 2 Lender Options are intended to be issued on 30 June 2023 and, in any event, no later than three months after the date of the Meeting (assuming Shareholder approval for this Resolution 6 is obtained).
- (b) The Company confirms that none of the Tranche 2 Lenders are a related party, member of the Company's key management personnel, a substantial shareholder, an adviser, or an associate of any of the aforementioned.
- (c) The Company intends to issue up to 4,945,500 Tranche 2 Lender Options.
- (d) The material terms of the Tranche 2 Lender Options are set out above in Resolution 5.
- (e) The Tranche 2 Lender Options are intended to be issued on or around 30 June 2023 but in any event will be issued no later than three months after the Meeting (assuming Shareholder approval for this Resolution 6 is obtained).
- (f) The Tranche 2 Lender Options are to be issued for nil cash consideration.
- (g) No funds will be raised from the issue of the Tranche 2 Lender Options, which will be issued to as part of the consideration for the Company securing the 2023 Loan.
- (h) A voting exclusion statement is included under Resolution 6 in this Notice of Meeting.

### Directors' recommendation

The Board of Directors unanimously recommend that Shareholders vote for this Resolution 6.

## Resolution 7 – Approval to amend the terms of Performance Rights

The Company issued 11,563,732 unlisted performance rights to the below parties as part of the Company's initial public offering (**IPO**) (undertaken in 2018) and on the terms and conditions detailed in the Company's prospectus dated 20 August 2018 (a copy of which was released to ASX on 16 November 2018) (**Prospectus**) (**Performance Rights**).

The following parties were issued Performance Rights:

Holder	No. of Performance Rights issued prior to IPO
Dudi Ben-Eliyahu	2,890,933 (which on vesting entitle the holder to 2,890,933 Shares)
Shlomo Talitman	2,890,933 (which on vesting entitle the holder to 2,890,933 Shares)
Yoram Ben Porat	2,890,933 (which on vesting entitle the holder to 2,890,933 Shares)
Barak Nir	2,890,933 (which on vesting entitle the holder to 2,890,933 Shares)

Each Performance Right gives the holder a right to receive a Share, for no monetary consideration, upon satisfaction of certain vesting conditions (being those disclosed in the Prospectus). In summary, prior to the Company's IPO, the Company granted Performance Rights to the abovementioned employees and consultants of the Company (**PR Holders**), which would vest (and entitle the holder to Shares) subject to meeting minimum sales targets (on a regional/territorial basis) of the Company's Innovendi Kit products. An "Innovendi Kit" is a product of the Company which consists of the following hardware: (a) four load cells for every shelf on the customer product; (b) an electronic weighing board for every shelf in the customer product; (c) a central control board; and (d) a computer unit, and the following software: (a) operating software, (b) algorithm control; and (c) data analysis.

Amended share incentive plan is annexed to the Notice of Meeting as Annexure A.

In the event that the Company terminates employment of a PR Holder with the Company, other than termination for cause, all unvested Performance Rights held by a PR Holder would become fully vested.

Messrs Ben-Eliyahu, Talitman and Ben Porat's engagement with the Company has since been terminated by the Company and their Performance Rights have subsequently vested with each of those individuals having since been issued with Shares in respect of their vested Performance Rights (on a 1:1 basis).

Mr Barak Nir, the Company's Chief Financial Officer, remains as a long-serving employee of the Company. Based on the initial performance milestones attaching to his Performance Rights (as disclosed in the Prospectus), it is unlikely that Mr Nir will meet the performance milestones which are required for his Performance Rights to vest and for Mr Nir to receive the Shares underlying his Performance Rights. Accordingly, the Board seeks Shareholder approval to approve the vesting of Mr Nir's Performance Rights (notwithstanding that the performance milestones attaching to Mr Nir's Performance Rights have not been met) having regard to:

- Mr Nir's long service to the Company, with Mr Nir having been engaged in the role of Chief Financial Officer since prior to the Company's IPO in 2018;
- the fact that current market uncertainty and macroeconomic conditions make achieving the performance milestones attaching to Mr Nir's Performance Rights unlikely before the end of the vesting period for his Performance Rights;
- the fact that the Board considers that the performance milestones attaching to Mr Nir's Performance Rights unfairly place the onus on Mr Nir as the Company's Chief Financial Officer to achieve sales targets of the Innovendi Kit; and
- the evolution of the Company's business model to include a higher range of products and global distribution channels outside of smart refrigerators and the Innovendi Kit.

The Company is seeking, subject to Shareholder approval being received for this Resolution 7, to waive the performance milestones attaching to Mr Nir's Performance Rights. Accordingly, if this Resolution 7 is approved by Shareholders, the Company will waive the performance milestones which were required to be satisfied for Mr Nir's Performance Rights to vest, the Performance Rights will, following such waiver, be immediately vested, and the Company will issue Mr Nir Shares in respect of such Performance Rights on a 1:1 basis (with the result that Mr Nir will be issued with a total of 2,890,933 Shares as a result of the vesting of his Performance Rights).

Resolution 7 is an ordinary resolution which requires at least 50% of votes cast by Shareholders present and eligible to vote at the Meeting to be in favour of Resolution 7 for it to be passed.

### **ASX Listing Rule 6.23**

The Company seeks Shareholder approval pursuant to this Resolution 7 to waive the performance milestones attaching to the Performance Rights issued to Mr Nir as described above.

Listing Rule 6.23 sets out the circumstances in which changes to the terms of options are permitted. For the purposes of Listing Rule 6.23, ASX treats Performance Rights as though they



were options with an exercise price of nil. Accordingly, ASX Listing Rule 6.23 applies to the changes which are proposed to be made to the Performance Rights issued to Mr Nir.

ASX Listing Rule 6.23.3 provides that changes to option terms which have the effect of reducing the exercise price, increasing the exercise period or increasing the number of securities received on exercise are prohibited. The proposed amendments to Mr Nir's Performance Rights do not have any such effect and so Resolution 7 is not prohibited by ASX Listing Rule 6.23.3.

ASX Listing Rule 6.23.4 provides that a change to the terms of existing options, which is not prohibited under ASX Listing Rule 6.23.3, can only be made if shareholders approve the change. Accordingly, the Company considers the amendments which are proposed to be made to Mr Nir's Performance Rights (as described in this Resolution 7) to require Shareholder approval.

If Resolution 7 is approved by Shareholders, the Company will be able to proceed with the proposed amendment to the terms of Mr Nir's Performance Rights.

If Resolution 7 is **not** approved by Shareholders, the Company will not be able to proceed with the proposed amendment to the terms of Mr Nir's Performance Rights.

#### **Directors' recommendation**

The Board of Directors unanimously recommends that Shareholders vote for this Resolution 7.

## **Re-Appointment of independent auditor**

### **Resolution 8 – Appointment of BDO Ziv Haft certified public accountants as the independent auditor of the Company**

Under the Companies Law, the appointment of an independent auditor requires the approval of the shareholders of the Company.

The Board of Directors has authorized and approved the appointment of the accounting firm of BDO Ziv Haft, Certified Public Accountants ("BDO"), as the Company's independent auditor for the term of three years ending December 31, 2025, and until third annual general meeting of the shareholders of the Company following this Meeting.

The Board of Directors believes that the re-appointment of BDO as the Company's independent auditor for three year-term is appropriate and in the best interest of the Company and its shareholders.

#### **Directors' recommendation**

The Board of Directors unanimously recommends that Shareholders vote for this Resolution 8.

## **Enquiries**

Shareholders are asked to contact the Company Secretary on +61 3 8689 9997 if they have any queries in respect of the matters set out in these documents.

# Glossary

**2022 Loan** has the meaning given to that term in Resolution 4 of the Explanatory Statement.

**2022 Loan Option Agreement** has the meaning given to that term in Resolution 4 of the Explanatory Statement.

**2022 Lenders** has the meaning given to that term in Resolution 4 of the Explanatory Statement.

**2022 Lender Options** has the meaning given to that term in Resolution 4 of the Explanatory Statement.

**2022 Option Issue Date** has the meaning given to that term in Resolution 4 of the Explanatory Statement.

**2023 Lenders** has the meaning given to that term in Resolution 5 of the Explanatory Statement.

**2023 Loan** has the meaning given to that term in Resolution 5 of the Explanatory Statement.

**2023 Loan and Option Agreement** has the meaning given to that term in Resolution 5 of the Explanatory Statement.

**AEST** means Australian Eastern Standard Time as observed in Sydney, New South Wales.

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

**Articles of Association** means the Company's articles of association.

**ASIC** means Australian Securities and Investment Commission.

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

**ASX** means ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires, of 20 Bridge Street, Sydney, NSW 2000.

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

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

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

**Chair** means the person chairing the Meeting.

**Company** means Shekel Brainweigh Ltd ARBN 625 669 445.

**Companies Law** means the Israeli *Companies Law, 5759-1999*

**Controlling Shareholder** means any shareholder that has the ability to direct the Company's activities (other than by means of being a director or office holder of the Company)

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

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

**Dollar** or "**\$**" means Australian dollars.

**Equity Security** has the meaning given to that term in the ASX Listing Rules.

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

**Notice of Meeting** or **Notice of Annual General Meeting** means this notice of annual general

meeting dated Wednesday, 24 May 2023 including the Explanatory Statement.

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

**Performance Rights** has the meaning given to that term in Resolution 7 of the Explanatory Statement.

**PR Holders** has the meaning given to that term in Resolution 7 of the Explanatory Statement.

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

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

**Restricted Share Units** or **RSUs** means a restricted share unit which, subject to its terms, could convert to a Share.

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

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

**Share Registry** means Computershare Limited.

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

**Tranche 1 Lender Options** has the meaning given to that term in Resolution 5 of the Explanatory Statement.

**Tranche 1 Lenders** has the meaning given to that term in Resolution 5 of the Explanatory Statement.

**Tranche 1 Options** has the meaning given to that term in Resolution 5 of the Explanatory Statement.

**Tranche 2 Lender Options** has the meaning given to that term in Resolution 6 of the Explanatory Statement.

**Tranche 2 Options** has the meaning given to that term in Resolution 6 of the Explanatory Statement.

**Annexure A**  
**Shekel Brainweigh Ltd**  
**AMENDED SHARE INCENTIVE PLAN**

**1. PURPOSE**

The purpose of this Share Incentive Plan is to secure for Shekel Brainweigh Ltd and its shareholders the benefits arising from ownership of share capital by employees, officers, directors, service providers and consultants of the Company and its Affiliates (as defined below), who are expected to contribute to the Company's future growth and success, by providing them with opportunities to acquire a proprietary interest in the Company by the issuance of Shares or restricted Shares ("**Restricted Shares**") of the Company, and by the grant of options to purchase Shares and Restricted Share Units ("**RSUs**"), and/or Performance Rights (as defined in Section 29 herein).

Awards granted under the Plan to service providers in various jurisdictions may be subject to specific terms and conditions for such grants as may be set forth in one or more separate appendices to the Plan, as may be approved by the Board from time to time.

**2. DEFINITIONS**

2.1. Defined Terms. Initially capitalized terms, as used in this Plan, shall have the meaning ascribed thereto as set forth below:

"Administrator"	means the Board, or a committee to which the Board shall have delegated power to act on its behalf with respect to the Plan. Subject to the Articles of Association of the Company, the Administrator, if it is a committee, shall consist of such number of members (but not less than two (2)) as may be determined by the Board.
"Affiliate(s)"	means with respect to any Person, (i) any other Person, directly or indirectly, controlling, controlled by or under common control with such Person, and (ii) any other Person determined by the Administrator.
"ASX"	shall mean ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.
"ASX Listing Rules"	shall mean the official listing rules of ASX.
"Award"	shall mean any Option, Share, Restricted Share, or RSUs or Performance Rights.
"Award Letter"	means a letter from the Company or Affiliate to a Participant in which the Participant is notified of the decision to Grant to the Participant Awards according to the terms of the Plan. The Award Letter shall specify (i) the type of Award (ii) the Tax Provision under which the Award is Granted; (iii) the Tax Track that the Company chose according to Section 11 of the Plan (if applicable); (iv) the Exercise Price; and (v) the number of Awards Granted to the Participant; (vi) the Vesting Schedule; and (vii) any other terms the Company deems fit.
"Board"	means the board of directors of the Company.
"Cause"	shall, with respect to each Participant, have the same meaning ascribed to such term or a similar term in the Participant's employment or other engagement agreement or other documents to which the Company or any of its parents, subsidiaries, affiliates or related entities and the Participant are a party concerning the provision of services by the Participant to the Company or any such entities, or, in the absence of such an agreement or

definition: (i) any breach by Participant's obligations towards the Company (or any of its Affiliates) in accordance with such Participants employment agreement, services agreement, non-disclosure agreement, assignment of invention agreement, non-compete agreement, or any other instrument or agreement to which the Participant is bound; (ii) any dishonest act on the part of the Participant including without limitations - fraud, theft, breach of fiduciary duty, embezzlement; (iii) any criminal offense by Participant; (iv) any act by Participant that may adversely affect the reputation, business, or business relationship of the Company (or its Affiliates); or (v) any failure by Participant to abide by the Company's policies or code of conduct; (vi) any circumstances that constitute grounds for termination for cause under the Participants employment or service agreement with the Company or its Affiliates.

"Commencement Date"	means the date of commencement of the vesting schedule with respect to a Grant of Awards which, unless otherwise determined by the Administrator, shall be the date of the decision of the Grant of the Awards by the Administrator.
"Company"	means Shekel Brainweigh Ltd., a company incorporated under the laws of the State of Israel.
"Consideration"	means with respect to outstanding Awards, the right to receive, for each Share subject to the Award immediately prior to the M&A Transaction, the consideration (whether shares, cash, or other securities or property) received in the M&A Transaction by holders of Shares of the Company for each Share held on the effective date of the Transaction, or any type of consideration determined by the Administrator, at its sole discretion, including a cashless exercise method.
"Consultant"	means an Israeli resident who is not entitled to receive Awards under Section 102, on behalf of whom an Award is Granted under Section 3i.
"Control" or "Controlled"	For purposes of this definition and the Plan, the term "control" (and correlative terms) shall mean the ability to direct the activity of a Person, and a Person shall be presumed to control another Person if he holds 10% or more of (1) the voting rights at a general meeting (or the equivalent governing body) of a Person; (2) the right to appoint directors (or the equivalent governing body) of a Person.
"Disability"	means total and permanent physical or mental impairment or sickness of a Participant, making it impossible for the Participant to continue such Participant's employment with or service to the Company or Affiliate.
"Exercise" "Exercised"	Exercise, exercised and words of similar import, when referring to an Award that does not require exercise or that is settled upon vesting (such as may be the case with RSUs or Restricted Shares, if so determined in their terms), shall be deemed to refer to the vesting of such an Award (regardless of whether or not the wording included reference to vesting of such an Awards explicitly).
"Exercise Price"	means, the price determined by the Administrator in accordance with Section 7.1 below which is to be paid to the Company in order to exercise a Granted Option and convert such into an Underlying Share, or the purchase price for each Share covered by any other Award.
"Fair Market Value"	Means, as of any date, the value of a Share determined as follows:

(i) If the Shares are listed on any established stock exchange or a national market system, including without limitation the Tel-Aviv Stock Exchange, the ASX, the NASDAQ National Market system, or the NASDAQ SmallCap Market of the NASDAQ Stock Market, the Fair Market Value shall be the closing sales price for such Shares (or the closing bid, if no sales were reported), as quoted on such exchange or system for the last market trading day prior to time of determination, as reported in the Wall Street Journal, or such other source as the Board deems reliable. Without derogating from the above, solely for the purpose of determining the tax liability pursuant to Section 102(b)(3) of the Tax Ordinance, if at the Date of Grant the Company's shares are listed on any established stock exchange or a national market system or if the Company's shares will be registered for trading within ninety (90) days following the Date of Grant, the Fair Market Value of a Share at the Date of Grant shall be determined in accordance with the average value of the Company's shares on the thirty (30) trading days preceding the Date of Grant or on the thirty (30) trading days following the date of registration for trading, as the case may be;

(ii) If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value shall be the mean between the high bid and low asked prices for the Shares on the last market trading day prior to the day of determination, or;

(iii) In the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Board

"Grant of Awards"	with respect to Awards, means the grant of Awards by the Company to a Participant pursuant to an Award Letter issued to the Participant.
"Holding Period"	means with regard to Awards Granted under Section 102, the period in which the Awards granted to a Participant or, upon exercise thereof the Underlying Shares, are to be held by the Trustee on behalf of the Participant, in accordance with Section 102, and pursuant to the Tax Track which the Company selects.
"IPO"	means the initial public offering of shares of the Company and the listing of such shares for trading on any recognized stock exchange or over-the-counter or computerized securities trading system.
"Law"	means the laws of the State of Israel as are in effect from time to time.
"M&A Transaction"	means a "Deemed Liquidation Event" or other similar terms defined in the Articles of Association of the Company, and in the absence of such definition each of the following events: (i) any merger, reorganization or consolidation of the Company with or into another incorporated Person, or the acquisition of the Company by another Person by means of any transaction or series of related transactions, except any such merger, reorganization or consolidation in which the issued shares of the Company as of immediately prior to such transaction continue to represent, or are converted into or exchanged for shares that represent, immediately following such merger, reorganization, or consolidation, at least a majority, by voting power, of the outstanding shares of the surviving or acquiring incorporated Person; or (ii) a sale or other disposition of all or substantially all of the shares or assets of the Company (including, for this purpose, a conveyance, sale or disposition, or a license of all or substantially all of the intellectual property rights of the Company, which has the effect or

economic impact similar to a sale of all or substantially all of the intellectual property rights of the Company), in a single transaction or a series of related transactions.

"Notice of Exercise"	shall have the meaning set forth in Section 7.4 below.
"Option"	means an option to purchase one Share of the Company.
"Non-Qualified Participant"	means any person who is not qualified to receive Awards under the provisions of Section 102, on behalf of whom an Award is Granted pursuant to Section 3i.
"Participant"	means an Qualified Participant, or a Non-Qualified Participant.
"Person"	means any individual, corporation, partnership, company, estate, trust, association or other organization or entity.
"Plan" or "Incentive Plan"	means this Share Incentive Plan, as may be amended from time to time.
"Qualified Participant"	an Israeli resident who is employed by the Company or its Affiliates, including an individual who is serving as a director or an office holder, but excluding any controlling stockholder according to the meaning ascribed to it in Section 32(9) of the Tax Ordinance, all in accordance with and subject to the provisions of Section 102 of the Tax Ordinance.
"Retirement"	means the termination of a Participant's employment as a result of his or her reaching the earlier of (i) the age of retirement as defined by Law; or (ii) the age of retirement specified in the Participant's employment agreement.
"Section 102"	means Section 102 of the Tax Ordinance.
"Section 102 Rules"	means the Income Tax Rules (Tax Relief for Issuance of Shares to Employees), 2003.
"Section 3(i)" or "Section 3(i) Rules"	means section 3(i) of the Israeli Tax Ordinance and the applicable rules thereto or under applicable regulations.
"Share(s)"	means an ordinary share(s) of the Company with par value of NIS 0.01 (or of such other class as determined by the Board).
"Tax Ordinance"	means the Israeli Income Tax Ordinance [New Version], 1961, as amended, and any regulations, rules, orders or procedures promulgated thereunder.
"Tax Track"	means one of the tax tracks described under Section 102.
"Tax Provision"	means, with respect to the Grant of Awards, the provisions of one of the three Tax Tracks in Section 102, or the provisions of 3i.
"Term of the Awards"	means, with respect to Granted but unexercised Awards, the time period set forth in Section 9 below.
"Trustee"	means a Trustee appointed by the Company to hold in trust, Options and the Underlying Shares issued upon exercise of such Options, Restricted Shares or RSU's on behalf of Participants.
"Underlying Shares"	means Shares issued or to be issued upon exercise of Granted Awards, all in accordance with the Plan.

2.2. General. Without derogating from the meanings ascribed to the capitalized terms above, all singular references in this Plan shall include the plural and vice versa, and reference to one gender shall include the other, unless otherwise required by the context.

### **3. SHARES AVAILABLE FOR AWARDS**

The total number of Underlying Shares reserved for issuance under the Plan and any modification thereof, shall be determined from time to time by the Board. Such number of Shares shall be subject to adjustment as required for the implementation of the provisions of the Plan, in accordance with Section 4.below 4

In the event that Awards granted under the Plan expire or otherwise terminate in accordance with the provisions of the Plan, such expired or terminated Awards shall become available for future Grants under the Plan.

#### **4. ADJUSTMENTS**

In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, may (in its sole discretion) adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award. Upon the occurrence of any such adjustment, references in this Plan to Shares and Underlying Shares shall be construed to mean the Shares of the Company subject to the Plan as so determined by the Administrator, following such adjustment.

In case of distribution of a cash dividend, so long as Shares deposited with the Trustee on behalf of a Participant are held in trust, the Company shall transfer to the Trustee the amount of dividend resulting from the Underlying Shares held by the Trustee for the benefit of Participants in accordance with the provisions of this Plan. The Trustee shall deduct all applicable taxes from the dividend amount and transfer the remaining dividend amount to such Participants.

#### **5. ADMINISTRATION OF THE PLAN**

5.1. Power. Subject to the Law, the Articles of Association of the Company, and any resolution to the contrary by the Board, the Administrator is authorized, in its sole and absolute discretion, to exercise all powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan, including, without limitation, to determine:

- (a) the identity of the Participants in the Plan.
- (b) the number of Awards to be Granted for each Participant's benefit and the Exercise Price (subject to the approval of the Board if such approval is required by Law);
- (c) the time or times at which Awards shall be Granted;
- (d) whether, to what extent, and under what circumstances an Award may be settled, cancelled, forfeited, exchanged, or surrendered;
- (e) any terms and conditions in addition to those specified in the Plan under which an Award may be Granted; and
- (f) any measures, and to take actions, as deemed necessary or advisable for the administration and implementation of the Plan.
- (g) to interpret the provisions of the Plan and to take all actions resulting there from including without limitation;



- (h) subject to Section 7 to accelerate the date on which any Award under the Plan becomes exercisable;
- (i) to waive or amend Plan provisions relating to exercise of Awards, including exercise of Awards after termination of employment, for any reason; and
- (j) to amend any of the terms of the Plan, or any prior determinations of the Administrator;
- (k) to adopt supplements to the Plan, including without limitations in order to accommodate tax regime of foreign jurisdictions.
- (l) all decisions made by the Administrator with respect to the Plan, the interpretation thereof, shall be final and binding upon all Participants.

## 5.2. Limitations.

- (a) with respect to any action necessary for the administration of the Plan, which is under any applicable Law or the Company's Articles of Association, required to be taken by the Board, without any right of delegation, notwithstanding anything to the contrary herein, such action shall be taken by the Board.
- (b) Notwithstanding the provisions of Section 5.1 above, no interpretations, determinations or actions of the Administrator shall contradict the provisions of applicable Law

5.3. Admission to the Official List of ASX. If the Company shall be admitted to the ASX, the provisions of the ASX Listing Rules will apply to the Plan, and to the extent that the Plan and the ASX Listing Rules are inconsistent, the provisions of the ASX Listing Rules will prevail.

## 6. GRANT AND ALLOCATION OF AWARDS

6.1. Conditions for grant of Awards. Awards may be Granted at any time after:

- (a) the grant has been approved by the necessary corporate bodies of the Company; and
- (b) 30 days after a request for approval of the Plan has been submitted for approval to the Israeli Income Tax Authorities pursuant to the requirements of the Tax Ordinance; and
- (c) all other approvals, consents or requirements necessary by Law have been received or met.

6.2. Date of grant. The date on which Awards shall be deemed Granted under the Plan shall be the date the Administrator resolves to grant such Award or any future date determined as the effective date of a grant of an Award, if so expressly stated by the Administrator in its determination relating to the grant of an Award,, subject to the execution by the Participant of all such instruments required by the Company with respect to the Grant, and (with respect to all Awards issued to the Trustee) the timely delivery of all such instruments required by the Trustee with respect to the such Grant, in accordance with the provisions of the Tax Ordinance ("Date of Grant").

## 7. EXERCISE OF AWARDS

7.1. Exercise Price. The Exercise Price per Underlying Share deliverable upon the exercise of an Award shall be determined by the Administrator. The Exercise Price shall be set forth in the Award Letter.

7.2. Vesting Schedule. Unless otherwise determined by the Administrator (at its sole discretion), all Awards Granted on a certain date shall, subject to continued employment with or service to the Company or Affiliate by the Participant, become vested and exercisable in accordance with the following vesting schedule:

- (a) 25% of the Award shall vest on the first anniversary of the Commencement Date.
- (b) The remaining 75% of the Award shall vest (equally) on a quarterly basis, over 12 quarters as of the first anniversary of the Commencement Date.
- (c) In accordance with the above, all Award shall become fully vested by the Fourth anniversary of the Commencement Date.

The foregoing Vesting Schedule shall not apply to Performance Rights which shall be vested according to the Milestones specified in Section 29 herein.

7.3. Exercise of a portion of the Awards. The exercise of a portion of the Awards Granted shall not cause the expiration, termination or cancellation of the remaining unexercised Awards held by the Trustee on behalf of the Participant.

7.4. Manner Of Exercise. An Award may be exercised by and upon the fulfilment of the following:

- (a) Notice of Exercise

The signing by the Participant, and delivery to both the Company (at its principal office) and the Trustee (if the Awards are held by a Trustee), of an exercise notice form as prescribed by the Administrator, including but not limited to: (i) the identity of the Participant, (ii) the number of Awards to be exercised, and (iii) the Exercise Price to be paid (the "Notice of Exercise").

- (b) Exercise Price

The payment by the Participant to the Company, in such manner as shall be determined by the Administrator, of the Exercise Price with respect to all the Awards exercised, as set forth in the Notice of Exercise.

Notwithstanding the aforementioned, in the event the following payment method is included in the Award Letter or otherwise approved by the Administrator, the Exercise Price of each Award may be payable upon the exercise of part or all of vested Awards through a "Net Exercise" method so that the Participant will be entitled to receive pursuant to the exercise of the Awards only the number of Shares representing the benefit component in the Awards, based on the following formula, in exchange to paying only the par value of the Share. For the avoidance of doubt, according to this exercise method, the Participant will not actually pay the Exercise Price which is used only for calculating the benefit component.

Y = the number of vested exercisable Awards that the Participant wishes to exercise into Shares;

A = the Fair Market Value (as defined below) of the Share at the date of exercise;

B = the Exercise Price;

N = the par value of the Share.

- (c) Allocation of Shares

Upon the delivery of a duly signed Notice of Exercise and the payment to the Company of the Exercise Price with respect to all the Awards specified therein, the Company shall issue the Underlying Shares to the Trustee (according to the applicable Holding Period) or to the Participant, as the case may be.

- (d) Expenses

All costs and expenses including broker fees and bank commissions, derived from the exercise of Awards or Underlying Shares, shall be borne solely on the Participant.

## 8. **WAIVER OF AWARD RIGHTS**

At any time prior to the expiration of any Granted (but unexercised) Awards, a Participant may waive

his rights to such Award by a written notice to the Company's principal office. Such notice shall specify the number of Awards Granted, which the Participant waives, and shall be signed by the Participant.

Upon receipt by the Company of a notice of waiver of such rights, such Awards shall expire and shall become available for future Grants under the Plan.

## **9. TERM OF THE AWARDS**

Unless earlier terminated pursuant to the provisions of this Plan, all Granted but unexercised Awards shall expire and cease to be exercisable at 5:00 p.m. Israel time on the 10th anniversary of the Date of Grant.

## **10. TERMINATION OF ENGAGEMENT**

10.1. Termination of Engagement. If a Participant ceases to be an employee, director, officer or Consultant of the Company or Affiliate for any reason ("Termination of Engagement") other than death, Retirement, Disability or Cause, then any vested but unexercised Awards on the date of Termination of Engagement (as shall be determined by the Company or Affiliate, in its sole discretion), granted to Participant ("Exercisable Awards") may be exercised, if not previously expired, not later than the earlier of (i) 90 days after the date of Termination of Engagement; or (ii) the Term of the Awards.

All other Awards granted for the benefit of Participant shall expire upon the date of Termination of Engagement.

10.2. Termination for Cause. If subsequent to the Participant's Termination of Engagement, but prior to the exercise of Awards Granted to such Participant, the Administrator determines that either prior or subsequent to the Participant's Termination of Engagement, the Participant engaged in conduct which would constitute Cause, then the Participant's right to exercise the Awards Granted to such Participant shall immediately cease upon such determination, and the Awards shall thereupon expire.

If at any time, the Administrator determines that the Participant engaged in conduct which would constitute Cause, then any Underlying Shares issued to the Participant, whether held by the Participant or the Trustee, shall be subject to repurchase by the Company (or anyone designated by the Company), for no consideration, or for the exercise price actually paid to the Company with respect to such Underlying Shares, all subject to applicable Law. In any case whereby the Participant fails to transfer such Underlying Shares to the Company, the Company may take any action the Company deems fit in order to affect such transfer (by virtue of forfeit, transfer, redemption or any other action), including without limitations authorize any party to execute any instrument so required on behalf of the Participant, in order to effect such transfer.

The determination by the Administrator as to the occurrence of Cause shall be final and conclusive for all purposes of this Plan.

10.3. Termination by Reason of Death, Retirement, or Disability. In the event of Termination of Engagement of a Participant by reason of death, Retirement, or Disability, any vested but unexercised Awards shall be exercisable in the case of death, by his or her estate, personal representative or beneficiary, or in the case of Retirement or Disability, by the Participant or his or her personal representative (as the case may be), until the earlier of (i) 180 days after the date of Termination of Engagement; or (ii) the Term of the Awards.

All other Granted Awards for the benefit of Participant shall expire upon the date of Termination of Engagement.

10.4. Exceptions. In special circumstances, pertaining to the Termination of Engagement of a certain Participant, the Administrator may in its sole discretion decide to extend any of the

periods stated above in Sections 10.1-10.3.

- 10.5. Transfer of Employment or Service. A Participant's right to Awards or the exercise thereof that were Granted to him or her under this Plan, shall not be terminated or expire solely as a result of the fact that the Participant's employment or service as an employee, officer, director or Consultant changes from the Company to an Affiliate or vice versa. Furthermore, the Administrator may determine that the transfer of a Participant from a status of an employee, officer or director to a status of a Consultant or from a status of a Consultant to a status of an employee, officer or director, shall not be deemed a Termination of Engagement for purposes hereof.

## **11. AWARDS AND TAX PROVISIONS**

All Awards under this Plan shall be granted in accordance with one of the Tax Provisions as follows:

- The Company may grant Awards to Qualified Participants in accordance with the provisions of Section 102 and the Rules.
- The Company may Grant Awards to Non-Qualified Participants in accordance with the provisions of Section 3(i).

- 11.1. Tax Provision Selection. The Company shall elect under which Tax Provision each Award is Granted in accordance with any applicable Law and its sole discretion – i.e. the Company shall elect if to grant Awards to Participants under one of the three Section 102 Tax Tracks, or under the provisions of Section 3i. The Company shall notify each Participant in the Award Letter, under which Tax Provision the Awards are granted and, if applicable, under which Section 102 Tax Track, each Award is granted.

Awards granted according to Section 102 through a Trustee may either be classified as Capital Gains Track Through a Trustee or as Income Tax Track Through a Trustee.

For the avoidance of doubt, such Election shall not prevent the Company from granting Awards according to Section 102 without a Trustee simultaneously.

In the event the Administrator determines that the Company shall elect one of the Tax Tracks for grants of Section 102 Awards, all grants of Section 102 Awards made following such election, shall be subject to the elected Tax Track and the Company shall be entitled to change such election only following the lapse of one year from the end of the tax year in which Section 102 Awards are first granted under the then prevailing Tax Track or following the lapse of any shorter or longer period, if provided by law.

- 11.2. Section 102 Trustee Tax Tracks. If the Company elects to Grant Awards to Israeli Participants through (i) the Capital Gains Track Through a Trustee, or (ii) the Income Tax Track Through a Trustee, then, in accordance with the requirements of Section 102, the Company shall appoint a Trustee who will hold in trust on behalf of each Israeli Participant the granted Awards and the Underlying Shares issued upon exercise of such Awards in trust on behalf of each Israeli Participant. The Participant shall be bound by the trust agreement executed between the Company and any such trustee, including any amendment thereof.
- 11.3. Income Tax Track Without a Trustee. If the Company elects to Grant Awards to Israeli Participants according to the provisions of this track, then the Awards will not be subject to a Holding Period. However, upon exercise of Awards under this Tax Track, the Trustee shall hold such Underlying Shares for the benefit of the Israeli Participant in accordance with the provisions of Section 15 of this Plan.
- 11.4. Concurrent Conditions. The Holding Period of Section 102, if any, is in addition to the vesting period as specified in Section 7.2 of the Plan. The Holding Period and vesting 7.2 period may run concurrently, but neither is a substitute for the other, and each are independent terms and conditions for Awards Granted.

- 11.5. Trust Agreement. The terms and conditions applicable to the trust relating to the Tax Track selected by the Company, as appropriate, shall be set forth in an agreement signed by the Company and the Trustee (the "Trust Agreement").

## **12. RIGHTS AS A SHAREHOLDER**

A Participant shall not have any rights as a shareholder with respect to Underlying Shares issued under this Plan, until such time as the Shares shall be registered in the name of the Participant in the Company's register of shareholders.

## **13. NO SPECIAL EMPLOYMENT RIGHTS**

Nothing contained in this Plan shall confer upon any Participant any right with respect to the continuation of employment by or service to the Company or Affiliate or to interfere in any way with the right of the Company or Affiliate, to terminate such employment or service or to increase or decrease the compensation of the Israeli Participant.

## **14. RESTRICTIONS ON SALE OF AWARDS**

- 14.1. Options. Options may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent.
- 14.2. Shares. No transfer of Underlying Shares shall be effective unless is made in compliance with the Articles of Association of the Company (as may be amended from time to time), including, without derogating from the generality of the above, the required approval of any transfer of Shares by the Board, right of first refusal, right of co-sale, and the right of bring along, all - to the extent exist under the Articles of Association of the Company. Without derogating from the aforesaid, all Underlying Shares shall be subject to restrictions set forth in any shareholders agreement (or other similar instrument) applicable to all or substantially all of the shareholders of the Company.
- 14.3. Restricted Shares. As stated on section 27(b) below.
- 14.4. Restricted Share units. As stated in section 28 below.
- 14.4. 14.4A. Performance Rights. As stated in Section 29 below.
- 14.5. M&A Transaction. In the event of an M&A Transaction, the outstanding (including the unexercised, vested, unvested or restricted) portion of each outstanding Award shall be assumed or substituted with an equivalent Award or the right to receive Consideration by the acquiring or successor corporation or an affiliate thereof, as shall be determined by such entity and/or the Administrator, subject to the terms hereof. In the event that the successor corporation or any affiliate thereof does not provide for such an assumption, and/or substitution of outstanding Awards and/or the provision of Consideration for outstanding Awards, then unless determined otherwise with respect to a specific outstanding Award, the Administrator shall have sole and absolute discretion to determine the effect of the M&A Transaction on the portion of Awards outstanding immediately prior to the effective time of the M&A Transaction, which may include any one or more of the following, whether in a manner equitable or not among individual Participants or groups of Participants: (i) all or a portion of the outstanding Awards shall become exercisable in full on a date no later than two (2) days prior to the date of consummation of the M&A Transaction, or on another date and/or dates or at an event and/or events as the Administrator shall determine at its sole and absolute discretion, provided that unless otherwise determined by the Administrator, the exercise and/or vesting of all Awards that otherwise would not have been exercisable and/or vested in the absence of an M&A Transaction, shall be contingent upon the actual consummation of the M&A Transaction; and/or (ii) that all or a portion or certain categories of the outstanding Awards shall be cancelled upon the actual consummation of the M&A Transaction, and instead the holders thereof will receive Consideration, or no consideration, in the amount and under the terms determined by the Administrator at its sole and absolute

discretion; and/or (iii) that an adjustment or interpretation of the terms of the Awards shall be made in order to facilitate the M&A Transaction and/or otherwise as required in context of the M&A Transaction.

- 14.6. Acceleration Provision. The Administrator, in its sole discretion, may decide to add a provision in certain Award Letters, according to which in case of an M&A Transaction, all or some of the unvested Awards, shall automatically accelerate.
- 14.7. Lock Up. Notwithstanding the Holding Period, following the Company's IPO, the Administrator may determine that the Underlying Shares issued pursuant to the exercise of Awards may be subject to a lock-up period of 180 days, or such longer period of time as may be recommended by the Board, during which time Participants shall not be allowed to sell Shares.

## **15. VOTING**

Until consummation of the Company's IPO, Shares issued to a Participant or to the Trustee for the benefit of a Participant, shall be voted by an irrevocable proxy assigned to a person appointed by the Board as a representative (the "Representative").

- (a) The Board may, at its discretion, replace the Representative from time to time.
- (b) Shares subject to proxy shall be voted by the Representative on any issue or resolution brought before the shareholders of the Company as instructed by the Board.
- (c) Each Participant, upon execution of the irrevocable proxy specified above, undertakes to hold the Representative harmless from any and all claims related or connected to said proxy.
- (d) The Representative shall be indemnified and held harmless by the Company against any cost or expense (including attorneys' fees) reasonably incurred by the Representative, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the voting of the Shares subject to proxy, unless arising out of the Representative's own fraud or gross negligence, to the extent permitted by applicable Law. In the event the Representative shall have indemnification by virtue of other functions or services he or she performs for the Company or Affiliate (whether by agreement, insurance policy or decision of the appropriate corporate body (ies) of the Company and/or Affiliate) , this indemnification shall be in addition to any such other indemnification.

## **16. TAX MATTERS**

This Plan shall be governed by, and shall conform with and be interpreted so as to comply with, the requirements of the Ordinance and any written approval from any relevant Tax Authorities. All tax consequences under any applicable Law (other than stamp duty) which may arise from the Grant or Allocation of Awards, from the exercise thereof or from the holding or sale of Underlying Shares (or other securities issued under the Plan) by or on behalf of the Participant, shall be borne solely by the Participant. The Participant shall indemnify the Company and/or Affiliate, as the case may be, and hold them harmless, against and from any liability for any such tax or any penalty, interest or indexing.

If the Company elects to grant Awards according to the provisions of the Income Tax Track Without a Trustee (Section 11.3 of this Plan), and if prior to the exercise of any and/or all of these Awards, such Israeli Participant ceases to be an employee, director, or officer of the Company or Affiliate, the Israeli Participant shall deposit with the Company a guarantee or other security as required by law, in order to ensure the payment of applicable taxes upon the Exercise of such Awards.

## **17. WITHHOLDING TAXES**

Whenever an amount with respect to withholding tax relating to Awards s Granted to a Participant and/or Underlying Shares issued upon the exercise thereof is due from the Participant and/or the

Company and/or an Affiliate, the Company and/or an Affiliate shall have the right to demand from a Participant such amount sufficient to satisfy any applicable withholding tax requirements related thereto, and whenever Shares or any other non-cash assets are to be delivered pursuant to the exercise of an Awards, or transferred thereafter, the Company and/or an Affiliate shall have the right to require the Participant to remit to the Company and/or to the Affiliate, or to the Trustee an amount in cash sufficient to satisfy any applicable withholding tax requirements related thereto. If such amount is not timely remitted, the Company and/or the Affiliate shall have the right to withhold or set-off (subject to Law) such Shares or any other non-cash assets pending payment by the Participant of such amounts.

With regard to Awards Granted to Israeli Participants - until all taxes have been paid in accordance with Rule 7 of the Section 102 Rules, Awards and/or Underlying Shares may not be sold, transferred, assigned, pledged, encumbered, or otherwise wilfully hypothecated or disposed of, and no power of attorney or deed of transfer, whether for immediate or future use may be validly given. Notwithstanding the foregoing, the Awards and/or Underlying Shares may be validly transferred in accordance with Section 20 below, provided that the transferee thereof shall be subject to the provisions of Section 102 and the Section 102 Rules as would have been applicable to the deceased Israeli Participant were he or she to have survived.

**18. NO TRANSFER OF AWARDS**

The Trustee shall not transfer Awards to any third party, including a Participant, except in accordance with instructions received from the Administrator.

**19. TRANSFER OF RIGHTS UPON DEATH**

No transfer of any right to an Awards or Underlying Share issued upon the exercise thereof by will or by the laws of descent shall be effective to bind the Company unless the Company shall have been furnished with the following signed and notarized documents:

- (a) A written request for such transfer and a copy of the legal documents creating and confirming the right of the person acting with respect to the Participant's estate and of the transferee;
- (b) A written consent by the transferee to pay any amounts in connection with the Awards and Underlying Shares any payment due according to the provisions of the Plan and otherwise abide by all the terms of the Plan; and
- (c) any such other evidence as the Administrator may deem necessary to establish the right to the transfer of the Award or Underlying Share issued upon the exercise thereof and the validity of the transfer.

**20. NO RIGHT OF OTHERS TO AWARDS**

Subject to the provisions of the Plan, no person other than the Participant shall have any right with respect to Awards Granted to the Participant's under the Plan.

**21. EXPENSES AND RECEIPTS**

The expenses incurred in connection with the administration and implementation of the Plan (including any applicable stamp duty) shall be borne by the Company. Any proceeds received by the Company in connection with the exercise of any Award may be used for general corporate purposes.

**22. REQUIRED APPROVALS**

The Plan is subject to the receipt of all approvals required under the Ordinance and the Law.

**23. APPLICABLE LAW**

This Plan and all documents delivered or executed by the Company or Affiliate in connection herewith shall be governed by, and construed and administered in accordance with the Law.

## **24. TREATMENT OF PARTICIPANTS**

There is no obligation for uniformity of treatment of Participants.

## **25. NO CONFLICTS**

In the event of any conflict between the terms of the Plan and the Award Letter, the Plan shall prevail, unless the Award Letter stated specifically that the conflicting provision in the Award Letter shall prevail.

## **26. PARTICIPANT UNDERTAKINGS**

By entering into this Plan, the Participant shall (1) agree and acknowledge that he or she have received and read the Plan and the Award Letter; (2) undertake all the provisions set forth in: Section 3i or Section 102 as applicable (including provisions regarding the applicable Tax Track that the Company has selected), the Plan, the Award Letter and the Trust Agreement (if applicable); and (3) if the Options are Granted under Section 102, the Israeli Participant shall undertake that subject to the provisions of Section 102 and the Rules, he or she shall not to sell or release the Underlying Shares from trust before the end of the Holding Period (if any). Any and all rights underlying Award Granted under Section 102 shall be issued to the Trustee and held thereby until the lapse of the Holding Period, and such rights shall be subject to the Tax Track which is applicable to such Exercised Shares

## **27. RESTRICTED SHARES.**

The Board may award Restricted Shares to any Participant, including under Section 102. Each Award of Restricted Shares under this Plan shall be evidenced by an Award Letter, in such form as the Board shall from time to time approve. The Restricted Shares shall be subject to all applicable terms of this Plan, which in the case of Restricted Shares granted under Section 102 shall include Section 11 11 hereof, and may be subject to any other terms that are not inconsistent with this Plan. The provisions of the various Restricted Shares Award Letters under this Plan need not be identical. The Restricted Share Award Letters shall comply with and be subject to the Plan unless otherwise specifically provided in such Award Letter and not inconsistent with this Plan, or applicable Law:

- (a) **Purchase Price.** Each Restricted Share Award Letter shall state an amount of Exercise Price to be paid by the Participant, if any, in consideration for the issuance of the Restricted Shares and the terms of payment thereof, which may include, payment in cash or by issuance of promissory notes or other evidence of indebtedness on such terms and conditions as determined by the Board.
- (b) **Restrictions.** Restricted Shares may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution (in which case they shall be transferred subject to all restrictions then or thereafter applicable thereto), until such Restricted Shares shall have vested (the period from the date on which the Award is granted until the date of vesting of the Restricted Share thereunder being referred to herein as the "Restricted Period"). The Board may also impose such additional or alternative restrictions and conditions on the Restricted Shares, as it deems appropriate, including the satisfaction of performance criteria. Such performance criteria may include, but are not limited to, sales, earnings before interest and taxes, return on investment, earnings per share, any combination of the foregoing or rate of growth of any of the foregoing, as determined by the Committee or pursuant to the provisions of any Company policy required under mandatory provisions of applicable Law. Certificates for shares issued pursuant to Restricted Share Awards shall bear an appropriate legend referring to such restrictions, and any attempt to dispose of any such shares in contravention of such restrictions shall be null and void and without effect. Such certificates may, if so determined by the Board, be held in escrow by an escrow agent appointed by the Board, or, if a Restricted Share Award is made pursuant to Section 102, by the Trustee. In determining the Restricted Period of an Award the Board may provide that the foregoing restrictions shall lapse with respect to specified percentages of the awarded Restricted



Shares on successive anniversaries of the date of such Award. To the extent required by the Ordinance, the Restricted Shares issued pursuant to Section 102 shall be issued to the Trustee in accordance with the provisions of the Ordinance and the Restricted Shares shall be held for the benefit of the Participant for such period as may be required by the Ordinance.

- (c) Forfeiture; Repurchase. Subject to such exceptions as may be determined by the Board, if the Participant's continuous employment with or service to the Company or any Affiliate thereof shall terminate for any reason prior to the expiration of the Restricted Period of an Award or prior to the timely payment in full of the Exercise Price of any Restricted Shares, any Shares remaining subject to vesting or with respect to which the purchase price has not been paid in full, shall thereupon be forfeited, transferred to, and redeemed, repurchased or cancelled by, as the case may be, in any manner as set forth in this Plan, subject to applicable Laws and the Participant shall have no further rights with respect to such Restricted Shares.
- (d) Ownership. During the Restricted Period the Participant shall possess all incidents of ownership of such Restricted Shares, subject to Section 15 and Section (b) 15(B), including the right to vote and receive dividends with respect to such Shares. All securities, if any, received by a Participant with respect to Restricted Shares as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be subject to the restrictions applicable to the original Award.

## **28. RESTRICTED SHARE UNITS**

An RSU is an Award covering a number of Shares that is settled, if vested and (if applicable) exercised, by issuance of those Shares. An RSU may be awarded to any Participant, including under Section 102, provided that, to the extent required by applicable Law, a specific ruling is obtained from the Israeli Income Tax Authority to grant RSUs as 102 Trustee Awards. Award Letter relating to the grant of RSUs under this Plan, shall be in such form as the Board shall from time to time approve. The RSUs shall be subject to all applicable terms of this Plan, mutatis mutandis, which in the case of RSUs granted under Section 102 shall include Section 11 hereof, and may be subject to any other terms 11 that are not inconsistent with this Plan. The provisions of the various Award Letters need not be identical. RSUs may be granted in consideration of a reduction in the Participant's other compensation.

- (a) Exercise Price. No payment of Exercise Price shall be required as consideration for RSUs, unless included in the Award Letter or as required by applicable Law.
- (b) Shareholders' Rights. The Participant shall not possess or own any ownership rights in the Shares underlying the RSUs and no rights as a shareholder shall exist prior to the actual issuance of Shares in the name of the Participant.
- (c) Vesting of RSUs. Shares shall be issued to or for the benefit of Participant promptly following each vesting date determined by the Administrator, provided that Participant is still engaged by the Company on the applicable vesting date. After each such vesting date the Company shall promptly cause to be issued for the benefit of Participant Shares with respect to RSUs that became vested on such vesting date. It is clarified that no Shares shall be issued pursuant to the RSUs to Participant until the vesting criteria determined by the Administrator is met.
- (d) Settlements of Awards. Settlement of vested RSUs shall be made in the form of Shares. Distribution to a Participant of an amount (or amounts) from settlement of vested RSUs can be deferred to a date after settlement as determined by the Board. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until the grant of RSUs is settled, the number of Shares underlying such RSUs shall be subject to adjustment pursuant hereto, mutatis mutandis.

## 29. PERFORMANCE RIGHTS

A Performance Right is an Award covering a number of Shares that is settled, if vested and (if applicable) exercised, by issuance of those Shares. A Performance Right may be awarded to any Participant, including under Section 102, provided that, to the extent required by applicable Law, a specific ruling is obtained from the Israeli Income Tax Authority to grant Performance Rights as 102 Trustee Awards. Award Letter relating to the grant of Performance Rights under this Plan, shall be in such form as the Board shall from time to time approve. The Performance Rights shall be subject to all applicable terms of this Plan, mutatis mutandis, which in the case of Performance Rights granted under Section 102 shall include section 11 hereof, and may be subject to any other terms 11 that are not inconsistent with this Plan. Performance Rights may be granted in consideration of a .reduction in the Participant's other compensation

- (a) Exercise Price. No payment of Exercise Price shall be required as consideration for Performance Rights, unless included in the Award Letter or as required by applicable Law.
- (b) Shareholders' Rights. The Performance Rights shall entitle the Participant holding them to:
  - (i) receive notices of General Meetings of the Company; (ii) receive financial reports and accounts of the Company that are circulated to Shareholders of the Company; and (iii) the right to attend General Meetings of the Shareholders of the Company. Performance Rights shall not include: (i) the right to vote as a Shareholders of the Company, except in matters concerning to: (a) the amendment of the rights attached to the Performance Rights; and (b) as otherwise required by law; (ii) the right to receive dividends; (iii) entitlement to return of capital in winding up, upon a reduction of capital or otherwise; (iv) the right to participate in the surplus profits or assets of the Company upon the winding up of the Company; or (v) the right to participate in new issues of capital offered to Shareholders such as bonus issues and entitlement issues.
- (c) Vesting of Performance Rights.
  - (i) Vesting upon Satisfaction of Milestones. Subject to sections 29(c)(ii), 29(c)(iii), 29(c)(iv) and 29(c)(v) below Performance Rights will vest if and when the following Milestones are achieved: (i) a Sale and Purchase Agreement is executed with a Manufacturer or Integrator for the Innovendi Kit; (ii) there is a direct sale of the Innovendi Kit to a customer; or (iii) a Distribution Agreement is executed between the Company and a distributor(collectively, "Milestones" or "Strategic Agreements") and the minimum number of units of the Innovendi Kit are sold in the relevant Milestone Region.

For the purpose hereof, the following terms shall have the following meaning:

"Sale and Purchase Agreement" means an agreement entered into with a Manufacturer or Integrator which has a duration of at least one year.

"Manufacturer" means a vendor who manufactures products such as autonomous vending machines that the Innovendi Kit can be incorporated into as part of the product.

"Integrator" means a party who works with a variety of vendors to assemble products such as autonomous vending machines which can incorporate the Innovendi Kit in the product assembly.

""Innovendi Kit" means the Company's product which consists of the following hardware: (a) four load cells for every shelf on the customer product; (b) an electronic weighing board for every shelf in the customer product; (c) a central control board, and (d) a computer unit, and the following software: (e) operating software, (f) algorithm control; and (g) data analysis.

"Distribution Agreement" means an agreement entered into with a distributor which has a duration of at least one year.

- (ii) Milestone Regions. The number of the Participant's Performance Rights which vest upon a

Milestone being achieved is dependent upon the country or region in which the Milestone is achieved ("Milestone Regions"), as follows:

<b>Milestone Region</b>	<b>Percentage of a Participant's Performance Rights which will vest when a Strategic Agreement is executed</b>	<b>Milestone reached when selling minimum number of units per territory</b>
Israel	10%	800
China	25%	2,000
US	25%	2,000
Western Europe	30	2,400
Australia	5%	400
Eastern Europe (outside of Western Europe)*	5%	400

(iii) Vesting upon a change of control. Subject to section 29(c)(v) below, and notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either: (i) a tender offer being made under the Israeli Companies Law, 1999 (the "Companies Law"), in respect of the Company and the offeror has acquire more than 50% of the voting rights in the Company; or (ii) the Company entering into a merger transaction under the Companies Law which results in a change in control of the Company or its amalgamation with any other company or companies, the Performance Rights will vest, provided that the total number of Performance Rights then on issue that will so vest is capped at 10% of the Shares on issue immediately following vesting under this Section. In the event that the 10% cap is applicable, the vesting will be completed on a pro-rata basis for each Participant holding Performance Rights. Performance Rights that do not vest under this paragraph will continue to be held by the Participant on the same terms and conditions.

- (iv) Deferral if a prohibited acquisition of Shares. If the vesting of a Performance Right and issue or transfer of Shares under this section 29 would result in any Participant being in contravention of the Companies Law, then the Performance Rights will vest, but the issue or transfer of those Shares shall be deferred until such later time or times that the issue or transfer would not result in a contravention of the Companies Law.

In assessing whether an issue or transfer of Share would result in a contravention of the Companies Law:

1. Participants may give written notice to the Company if they consider that the issue or transfer of a Share may result in a contravention of the companies Law; or
2. If the Company deems that such issuance of shares may result in a contravention of the Companies Law, the Company may, at its sole discretion, send a written notice to the Participant requesting the Participant to provide, within seven (7) days as of the Company's notice, a notice stating if the issuance or transfer of Shares may result in a contravention of the Companies Law (in this Section 29 – a "Participant's Notice"). Failure to provide a Participant's Notice within the aforementioned period, shall be considered as an approval by the Participant that the vesting of a Performance Right, or issuance or transfer of Shares will not result in a contravention of the Companies Law.

- (v) Vesting Procedure. The Vesting Procedure of Performance Rights shall be as follows:

- a. As soon as reasonably practicable after each applicable Measurement Date (as

defined below), the Board shall determine in respect of each Participant entitled to Performance Rights, as at that Measurement Date:

- i. Whether, and to what extent, the applicable Milestone as set out in sections 29(c)(i) and 29(c)(ii) above, up to the Measurement Date, have been satisfied;
- ii. The Number of Performance Rights (if any) that will become vested at the Measurement Date; and
- iii. The number of Performance Rights (if any) that will lapse as a result of non-satisfaction of the Milestone as at the Measurement Date.

And shall provide written notification to each Participant as to that determination.

For purpose hereof the term "Measurement Date" shall mean 31 March, 30 June, 30 September and 31 December of each year.

- b. Subject to section 29(c)(iv), upon determination of the vested Performance Rights as aforesaid, the Company will:
  - i. Issue the relevant number of Shares to the Participant; or
  - ii. Arrange for those Shares to be acquired on market and delivered to the Participant for no consideration, and will cause to be issued to the Participant a new holding statement for any such issued or transferred Share, within ten (10) Business Days as of the relevant Measurement Date.
- c. A Performance Right can only vest before the Condition Date (as defined below) and if, at the time of vesting, it is a vested Performance Right that has not lapsed under section 29(d) below.

(d) Lapsing of Performance Rights. To the extent it has not vested, the Performance Rights held by a Participant shall lapse upon the earlier of:

d. If the relevant Milestone is not achieved within 5 years following the date of issuance ("Condition Date"); or

e. The day the Board determines that the Performance Right lapses under section 29(e) below.

(e) Fraudulent or dishonest acts. If in the opinion of the Board a Participant holding Performance Rights acts fraudulently or dishonestly or is in material breach of his or her obligations to the Company the Board may in its absolute discretion determine that all the Performance Rights held by such Participant will lapse and the Board's decision will be final and binding.


(f) Restrictions on Transfer. Except on death of the Participant holding the Performance Rights under section 29(h) below the Performance Rights may not be transferred, assigned or novated except with the approval of the Board.


(g) Reorganization. If at any time the issued capital of the Company is reconstructed, all rights of a Participant holding the Performance Rights will be changed to the extent necessary to comply with the applicable ASX Listing Rules at the time of such reorganization.

(h) Deceased Holders. In the event of Termination of Engagement of a Participant by reason of death, all unexercised Awards which would be granted in accordance with Appendix B of the prospectus published by the Company prior to its IPO shall be exercisable, by his or her estate, personal representatives or beneficiary, until the earlier of (i) 180 days after the date of Termination of Engagement; or (ii) the Term of the Award.

(i) In the event that the Company terminates employment with the Company, other than termination for Cause (as defined above), all unvested performance rights which would be granted in accordance with Appendix B of the prospectus published by the Company prior to its IPO shall become fully vested.

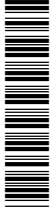
## Need assistance?

 **Phone:**  
1300 850 505 (within Australia)  
+61 3 9415 4000 (outside Australia)

 **Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)

SBW

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030



# Shekel Brainweigh Ltd Annual and Extraordinary General Meeting

The Shekel Brainweigh Ltd Annual and Extraordinary General Meeting will be held on Wednesday, 24 May 2023 at 5:00pm (AEST). You are encouraged to participate in the meeting using the following options:



## MAKE YOUR VOTE COUNT

To lodge a proxy, access the Notice of Meeting and other meeting documentation visit [www.investorvote.com.au](http://www.investorvote.com.au) and use the below information:



**Control Number: 999999**  
**SRN/HIN: I9999999999**  
**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://www.intermediaryonline.com)

For your proxy appointment to be effective it must be received by 5:00pm (AEST) on Monday, 22 May 2023.



## ATTENDING THE MEETING VIRTUALLY

To view the live webcast on the day of the meeting you will need to visit  
<[https://us02web.zoom.us/webinar/register/WN\\_BNlcq8ioR72CyYE\\_5it0uw](https://us02web.zoom.us/webinar/register/WN_BNlcq8ioR72CyYE_5it0uw)>

To vote and ask questions online during the meeting you will need to visit <https://meetnow.global/M4AVZTT>

For instructions refer to the online user guide [www.computershare.com.au/onlinevotingguide](http://www.computershare.com.au/onlinevotingguide)



## ATTENDING THE MEETING IN PERSON


The meeting will be held at:  
MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW 2000


You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form. To do so, contact Computershare.

SBW

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

## Need assistance?

 **Phone:**  
1300 850 505 (within Australia)  
+61 3 9415 4000 (outside Australia)

 **Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)



## YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **5:00pm (AEST) on Monday, 22 May 2023.**

# Proxy Form

## How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

### APPOINTMENT OF PROXY

**Voting 100% of your holding:** Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

**Voting a portion of your holding:** Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

**Appointing a second proxy:** You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

**A proxy need not be a securityholder of the Company.**

## SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

**Joint Holding:** Where the holding is in more than one name, all of the securityholders 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 form when you return it.

**Companies:** Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

## PARTICIPATING IN THE MEETING

### Corporate Representative

If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at [www.investorcentre.com/au](http://www.investorcentre.com/au) and select "Printable Forms".

## Lodge your Proxy Form:

**XX**

### Online:

Lodge your vote online at [www.investorvote.com.au](http://www.investorvote.com.au) using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



**Control Number: 999999**

**SRN/HIN: I999999999**

**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://www.intermediaryonline.com)

### By Mail:

Computershare Investor Services Pty Limited  
GPO Box 242  
Melbourne VIC 3001  
Australia

### By Fax:

1800 783 447 within Australia or  
+61 3 9473 2555 outside Australia



**PLEASE NOTE:** For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

**Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

# Proxy Form

Please mark  to indicate your directions

## Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Shekel Brainweigh Ltd hereby appoint

the Chairman of the Meeting **OR**

**PLEASE NOTE:** Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

- or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual and Extraordinary General Meeting of Shekel Brainweigh Ltd to be held at MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney, NSW 2000 and as a virtual meeting on Wednesday, 24 May 2023 at 5:00pm (AEST) and at any adjournment or postponement of that meeting.

## Step 2 Items of Business

**PLEASE NOTE:** If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
Resolution 1	Re-election of Ms Beth Kaplan as Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	ASX Listing Rule 7.1A Approval of Future Issue of Equity Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Ratification of prior issue of 2,890,933 Restricted Share Units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Ratification of prior issue of 1,050,000 2022 Lender Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Ratification of agreement to issue 4,429,500 Tranche 1 Lender Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Ratification of agreement to issue 4,945,500 Tranche 2 Lender Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7	Approval to amend the terms of Performance Rights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 8	Re - Appointment of BDO Ziv Haft certified public accountants as the independent auditor of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

## Step 3 Signature of Securityholder(s) *This section must be completed.*

<input type="text"/>	<input type="text"/>	<input type="text"/>	/ /
Sole Director & Sole Company Secretary	Director	Director/Company Secretary	Date

### Update your communication details (Optional)

<input type="text"/>	<input type="text"/>
Mobile Number	Email Address

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically



21 April 2023

## Shekel Brainweigh Ltd (SBW) - Annual and Extraordinary General Meeting 2023

Dear Shareholder

Shekel Brainweigh Ltd ARBN 625 669 445 (ASX:SBW) is pleased to invite shareholders to attend the Annual and Extraordinary General Meeting (**AEGM**) to be held at **5:00pm (AEST)** on **Wednesday, 24 May 2023 (Meeting)**.

The Company's Meeting will be held in a hybrid manner at MinterEllison, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 and via a Zoom webinar. Further information on how to participate in the Meeting is provided in the Notice of Meeting (**Notice**).

To attend the virtual AEGM, please pre-register in advance for the meeting here:

[https://us02web.zoom.us/webinar/register/WN\\_BNlcq8ioR72CyYE\\_5it0uw](https://us02web.zoom.us/webinar/register/WN_BNlcq8ioR72CyYE_5it0uw)

After registering, you will receive a confirmation containing information on how to attend the virtual meeting.

The voting for the AGM will be supported by the Company's Share Registrar, Computershare Investor Services Pty Limited.

### Live Online Voting and Questions

Shareholders and proxyholders will be able to vote and ask questions at the meeting online by visiting <https://meetnow.global/M4AVZTT> on a smartphone, tablet or computer (using the latest version of Chrome, Safari, Edge and Firefox).

Online voting registration will commence 30 minutes prior to the start of the meeting.

For full details on how to log on and vote online, please refer to the user guide:

[www.computershare.com.au/onlinevotingguide](http://www.computershare.com.au/onlinevotingguide).

In accordance with section 253RA(2) of the Corporations Act 2001 (Cth), the Notice, accompanying explanatory statement and annexures (the Meeting Materials) are being made available to shareholders electronically. This means that:

- You are able to access the Meeting Materials, online at the Company's website, <https://shekelbrainweigh.com/> ; and
- A complete copy of the Meeting Materials has been posted on the Company's ASX market announcements page.



## Voting through Proxy

Shareholders may also vote at this Meeting by completing and lodging their Proxy Form online at [www.investorvote.com.au](http://www.investorvote.com.au) using your secure access information as per the details on the proxy form. For more details please follow the instructions on the Proxy Form.

Important Note: For your voting instructions to be valid and counted towards this meeting please ensure that your online lodgement is received no later than 5:00pm (AEST) on Monday, 22 May 2023. Voting instructions received after this time will not be valid for the scheduled meeting.

Should you wish to discuss any of the matters detailed in this letter, the Notice or the Explanatory Memorandum, please contact the Company Secretary on +61 3 8689 9997 or via email at [m.licciardo@acclime.com](mailto:m.licciardo@acclime.com).

As a valued shareholder of the Company, we look forward to your participation in the Meeting.

A handwritten signature in black ink, appearing to read "Mark Licciardo", with a stylized flourish at the end.

Mark Licciardo  
Company Secretary  
Shekel Brainweigh Ltd



**Shekel Brainweigh Ltd**  
ARBN 625 669 445

SBWRM

MR RETURN SAMPLE  
123 SAMPLE STREET  
SAMPLE SURBURB  
SAMPLETOWN VIC 3030

Dear Securityholder,

We have been trying to contact you in connection with your securityholding in Shekel Brainweigh Ltd. Unfortunately, our correspondence has been returned to us marked "Unknown at the current address". For security reasons we have flagged this against your securityholding which will exclude you from future mailings, other than notices of meeting.

Please note if you have previously elected to receive a hard copy Annual Report (including the financial report, directors' report and auditor's report) the dispatch of that report to you has been suspended but will be resumed on receipt of instructions from you to do so.

We value you as a securityholder and request that you supply your current address so that we can keep you informed about our Company. Where the correspondence has been returned to us in error we request that you advise us of this so that we may correct our records.

You are requested to include the following;

- > Securityholder Reference Number (SRN);
- > ASX trading code;
- > Name of company in which security is held;
- > Old address; and
- > New address.

Please ensure that the notification is signed by all holders and forwarded to our Share Registry at:

Computershare Investor Services Pty Limited  
GPO Box 2975  
Melbourne Victoria 3001  
Australia

Note: If your holding is sponsored within the CHESS environment you need to advise your sponsoring participant (in most cases this would be your broker) of your change of address so that your records with CHESS are also updated.

Yours sincerely

**Shekel Brainweigh Ltd**