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NOTICE OF GENERAL MEETING

A General Meeting of the Company will be held at the SMC Conference & Function Centre, 66 Goulburn Street, Sydney, New South Wales on Thursday, 19 March 2020, commencing at 10:00am (AEDT).

This Notice should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their stockbroker, investment advisor, accountant, solicitor or other professional adviser prior to voting.

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on + 61 8 6189 1155.

Shareholders are urged to attend or vote by lodging the Proxy Form attached to the Notice.

G MEDICAL INNOVATIONS HOLDINGS LTD

A R B N 6 1 7 2 0 4 7 4 3

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of shareholders of G Medical Innovations Holdings Ltd (**Company**) will be held at the SMC Conference & Function Centre, 66 Goulburn Street, Sydney, New South Wales on Thursday, 19 March 2020 at 10:00am (AEDT) (**Meeting**).

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

The Directors have determined that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Tuesday, 17 March 2020 at 5:00pm (AEDT).

Any Shareholder entitled to attend and vote at the Meeting is also entitled to appoint one or more proxies to attend and vote instead of the Shareholder. To be effective, a validly executed proxy form must be received by the Company not less than 48 hours prior to commencement of the Meeting in accordance with the instructions detailed in the Explanatory Memorandum.

Terms and abbreviations used in this Notice (including the Explanatory Memorandum) are defined in Schedule 1.

AGENDA

1. Resolution 1 – Approval of Placement

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

"That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to that number of Shares that when multiplied by the issue price, will raise up to A\$10,000,000 on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of any person who may participate in the proposed Placement and a person who might obtain a material benefit if this Resolution is passed, except a benefit solely in the capacity of a holder of securities, or any associate of that person (or those persons).

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

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

- (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

2. Resolution 2 – Approval of Issue Replacement Convertible Notes

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

“That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 2,275,003 Replacement Convertible Notes to MEF I, L.P. (and/or its nominee) on the terms and conditions detailed in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of MEF I, L.P. (and/or its nominee) or any of its associates.

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

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

3. Resolution 3 – Approval of Issue of Options to GEM Global Yield LLC SCS

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

“That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 12,500,000 Options to GEM Global Yield LLC SCS (and/or its nominees) on the terms and conditions detailed in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by GEM Global Yield LLC SCS (and/or its nominees) or any associate of GEM Global Yield LLC SCS (and/or its nominees).

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or

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

4. Resolution 4 – Ratification of Prior Issue of Options to GEM Global Yield LLC SCS’s Nominee

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

“That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 12,500,000 Options on the terms and conditions detailed in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by GEM Global Yield LLC SCS’s nominee HSBC Custody Nominees (Australia) Limited or any associate of HSBC Custody Nominees (Australia) Limited.

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

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

5. Resolution 5 – Ratification of Prior Issue of Shares to GEM Global Yield LLC SCS

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

“That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of up to 12,660,000 Shares on the terms and conditions detailed in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by GEM Global Yield LLC SCS (and/or its nominees) or any associate of GEM Global Yield LLC SCS (and/or its nominees).

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

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

6. Resolution 6 – Ratification of Prior Issue of Shares to MEF I, L.P.

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

“That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 1,735,225 Shares on the terms and conditions detailed in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by MEF I, L.P. or any associate of MEF I, L.P.

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

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

7. Resolution 7 – Ratification of Prior Issue of Shares to Grange Consulting Group Pty Ltd

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

“That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 1,144,449 Shares on the terms and conditions detailed in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by Grange Consulting Group Pty Ltd or any associate of Grange Consulting Group Pty Ltd.

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

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

8. Resolution 8 – Ratification of Prior Issue of Shares to Otsana Pty Ltd

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

“That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the prior issue of 574,144 Shares on the terms and conditions detailed in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by Otsana Pty Ltd or any associate of Otsana Pty Ltd.

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

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

- (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

9. Resolution 9 – Approval of Issue of Loan Conversion Shares

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

"That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 93,339,307 Shares to Dr Yacov Geva (and/or his nominee) on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Dr Yacov Geva (and/or his nominee) or any of his associates.

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

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

10. Resolution 10 – Approval of Issue of Shares to Dr Kenneth R Melani

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

"That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of 1,500,000 Shares to Dr Kenneth R Melani (and/or his nominee) on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Dr Kenneth R Melani (and/or his nominee) or any of his associates.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or

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

11. Resolution 11 – Approval of Issue of Shares to Dr Brendan de Kauwe

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

“That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of 1,250,000 Shares to Dr Brendan de Kauwe (and/or his nominee) on the terms and conditions in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Dr Brendan de Kauwe (and/or his nominee) or any of his associates.

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

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

12. Resolution 12 – Approval of Issue of Shares to Dr Shuki Gleitman

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

“That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of 500,000 Shares to Dr Shuki Gleitman (and/or his nominee) on the terms and conditions in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Dr Shuki Gleitman (and/or his nominee) or any of his associates.

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

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

13. Resolution 13 – Approval of Issue of Shares to Mr Urs Wettstein

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

“That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of 500,000 Shares to Mr Urs Wettstein (and/or his nominee) on the terms and conditions in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Urs Wettstein (and/or his nominee) or any of his associates.

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

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

14. Resolution 14 – Approval of Issue of Shares to Professor Zeev Rotstein

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

“That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of 500,000 Shares to Professor Zeev Rotstein (and/or his nominee) on the terms and conditions in the Explanatory Memorandum.”

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Professor Zeev Rotstein (and/or his nominee) or any of his associates.

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

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

BY ORDER OF THE BOARD



Brett Tucker
Company Secretary

Dated: 18 February 2020

G MEDICAL INNOVATIONS HOLDINGS LTD

A B R N 6 1 7 2 0 4 7 4 3

EXPLANATORY MEMORANDUM

1. Introduction

This Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at the SMC Conference Centre, 66 Goulburn Street, Sydney, New South Wales on Thursday, 19 March 2020 at 10:00am (AEDT).

This Explanatory Memorandum should be read in conjunction with, and forms part of, the Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolutions.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolutions:

Section 2	Action to be taken by Shareholders
Section 3	Background
Section 4	Resolution 1 – Approval of Placement
Section 5	Resolution 2 – Approval of Issue of Replacement Convertible Notes
Section 6	Resolution 3 – Approval of Issue of Options to GEM Global Yield LLC SCS
Section 7	Resolution 4 – Ratification of Prior Issue of Options to GEM Global Yield LLC SCS's Nominee
Section 8	Resolutions 5 to 8 – Ratification of Prior Issue of Shares
Section 9	Resolution 9 – Approval of Issue of Loan Conversion Shares
Section 10	Resolutions 10 to 14 – Approval of Issue of Shares to Directors
Schedule 1	Definitions and Interpretation
Schedule 2	Summary of the Terms and Conditions of the Options
Schedule 3	Summary of the Terms and Conditions of the Replacement Convertible Notes
Schedule 4	Summary of the Terms of GEM Agreement
Schedule 5	Examples of Conversions of Replacement Convertible Notes

A Proxy Form is enclosed with the Notice and this Explanatory Memorandum.

2. Action to be taken by Shareholders

Shareholders should read the Notice including this Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

2.1 Proxies

A Proxy Form is enclosed with the Notice and this Explanatory Memorandum. This is to be used by Shareholders if they wish to appoint a representative (a "proxy") to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions detailed in the Proxy Form. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

- (a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;
- (b) a proxy need not be a member of the Company; and
- (c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. Where the proportion or number is not specified, each proxy may exercise half of the votes.

Completed Proxy Forms can be sent to the Company by:

- (a) Post:
C/- Automic
GPO Box 5193
Sydney NSW 2001
- (b) Hand Delivery:
Automic Registry Services
Level 5, 126 Phillip Street
Sydney NSW 2000
- (c) Email
meetings@automicgroup.com.au
- (d) Online:
Vote online at <https://investor.automic.com.au/#/loginsah>.
Login & Click on 'Meetings'
Use the header number shown at the top of the proxy voting form

Proxy Forms must be received by the Company no later than 10:00am (AEDT) on Tuesday, 17 March 2020, being at least 48 hours before the Meeting.

The Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

3. Background

The Company is convening the Meeting to seek Shareholder approval of various issues of Shares, Options and convertible notes and to ratify prior issues of Shares and Options as follows:

- (a) **Placement**

As announced on 11 February 2020, the Company intends to conduct an equity capital raising, by way of a placement of Shares, to raise up to A\$10,000,000 (**Placement**). The funds raised under the Placement will be utilised to:

- (i) settle all amounts owing and claims arising out of or in connection with a convertible securities agreement between the Company and MEF I, L.P. (**Magna**) as varied from time to time (**Convertible Securities Agreement**) (refer to Section 3(b) for further information);
- (ii) provide the Company with financial flexibility to expand its sales team in the United States;
- (iii) increase research and design efforts associated with the Company's Prizma device and VSMS Patch;
- (iv) progress regulatory approvals (including FDA approval) in key markets; and
- (v) provide additional working capital.

Resolution 1 seeks Shareholder approval to issue Shares under the Placement. Refer to Section 4 for further information.

(b) **Magna Convertible Notes**

The Company entered into the Convertible Securities Agreement pursuant to which the Company issued convertible notes to Magna (**Initial Convertible Notes**). Refer to the Company's announcements dated 30 October 2018, 31 October 2018 and 12 December 2018 for further information.

Under the terms of the Convertible Securities Agreement, Magna may elect to convert the Initial Convertible Notes into Shares by issuing a conversion notice to the Company, in which case the issue price used to calculate the number of Shares resulting from the conversion is the fixed conversion price of A\$0.3362 (**Fixed Conversion Price**).

In addition, the Convertible Securities Agreement provides for amortisation payments on and from 25 January 2019 and the corresponding day of each month thereafter (**Amortisation Payment Date**), pursuant to which the Company must redeem Initial Convertible Notes with an aggregate Face Value equal to 1/15th of the aggregate Face Value of the Initial Convertible Notes if either (or both):

- (i) the average daily VWAP of Shares for that month is less than 110% of the Fixed Conversion Price; or
- (ii) the average daily dollar trading volume over that month is less than A\$90,000.

The redemption of the Initial Convertible Notes by the Company may be satisfied by the payment of cash or issue of Shares, at the Company's election. If the Company elects to satisfy the amortisation payments in Shares, the issue price used to calculate the number of Shares resulting from the conversion is deemed to be the lesser of:

- (i) the Fixed Conversion Price; or
- (ii) 90% of the lowest daily VWAP of Shares over the 10 Trading Days immediately prior to the relevant payment date, but not less than the floor price of A\$0.20 (**Floor Price**).

As announced on 11 February 2020, the Company has entered a deed of termination, settlement and release with Magna in respect to the Initial Convertible Notes (**Settlement Deed**), pursuant to which the Company has agreed to pay Magna the amount of US\$3,425,664.47 (**Settlement Amount**) and issue to Magna such number of Shares equivalent to A\$200,000 (based on the closing bid price of Shares prior to the date of issue)

(Settlement Shares) in consideration for the cancellation of the Initial Convertible Notes and in full and final settlement of all amounts owing and claims arising out of or in connection with the Convertible Securities Agreement.

Under the terms of the Settlement Deed:

- (i) the Company will issue the Settlement Shares within 5 business days of execution of the Settlement Deed and pay the Settlement Amount on or before 31 March 2020; and
- (ii) Mr Yacov Geva, CEO and Director of the Company (**Guarantor**), has guaranteed that if the Company fails to make full payment of the Settlement Amount on or before 31 March 2020, he will pay Magna all or part of the Settlement Amount which remains outstanding on or before 3 April 2020, in full and final settlement of all amounts owing, arising out of or in connection with the Convertible Securities Agreement.

Notwithstanding the Settlement Deed, the Company and Magna had previously agreed that the Company will seek Shareholder approval to issue replacement convertible notes to Magna on the basis that the replacement convertible notes will be on the same terms as the Initial Convertible Notes but will not be limited by the Floor Price when calculating amortisation payment (**Replacement Convertible Notes**), meaning there will be no Floor Price limiting the formula above used to calculate amortisation payments (refer to Schedule 5 for worked examples using the relevant formula), and that the Initial Convertible Notes will be cancelled.

The Replacement Convertible Notes will only be issued in the event that the Settlement Amount is not paid by the Company on or before 31 March 2020 or the Guarantor on or before 3 April 2020.

Shareholders are advised that:

- (i) if the Settlement Amount is paid by the Company on or before 31 March 2020 or the Guarantor on or before 3 April 2020, the Company will not issue the Replacement Convertible Notes (the subject of Resolution 2) and all existing Initial Convertible Notes will be cancelled in full and final settlement of the Company's outstanding debt to Magna; and
- (ii) if the Settlement Amount is not paid to Magna, the Company will issue the Replacement Convertible Notes and cancel the Initial Convertible Notes (with any issue not occurring prior to 3 April 2020).

Resolution 2 seeks Shareholder approval for the issue of the Replacement Convertible Notes. If the Settlement Amount is paid, the Company will not issue the Replacement Convertible Notes, notwithstanding that Shareholders may have approved Resolution 2.

Refer to Section 5 for further information.

(c) **GEM Global Options**

As announced on 4 December 2019, the Company entered into a capital commitment agreement with GEM Global Yield Fund LLC SCS (**GEM Global**) and GEM Yield Bahamas Ltd in respect to the provision of a capital commitment facility of up to A\$30 million (**GEM Agreement**). Refer to the Company's 4 December 2019 announcement for further details.

Under the terms of the GEM Agreement, the Company agreed to issue to GEM Global (and/or its nominees) an aggregate of 25,000,000 Options in two tranches, each with an exercise price of \$0.265 and an expiry date of 29 November 2024.

As announced on 5 December 2019, the Company issued 12,500,000 Options to GEM Global's nominee HSBC Custody Nominees (Australia) Limited and will issue a further 12,500,000 Options to GEM Global (and/or its nominees) (refer to the Company's appendix 3B lodged on 5 December 2019).

Resolution 3 seeks Shareholder approval to issue an additional 12,500,000 Options and Resolution 4 seeks Shareholder approval to ratify the prior issue of 12,500,000 Options.

Refer to Sections 6 and 7 for further information.

(d) **Ratification of Shares**

Pursuant to the terms of the GEM Agreement:

- (iii) on 18 February 2020, the Company issued 2,660,000 Shares to GEM Global; and
- (iv) the Company is proposing to issue up to 10,000,000 Shares to GEM Global on or around 24 February 2020,

(together, **GEM Shares**). Resolution 5 seeks Shareholder approval to ratify the issue of the GEM Shares.

On 12 July 2019 and 26 August 2019, the Company issued an aggregate of 1,735,225 Shares to Magna following conversion of Initial Convertible Notes. Resolution 6 seeks Shareholder approval to ratify the issue of these Shares.

On 14 August 2019 and 27 November 2019, the Company issued an aggregate of 1,144,449 Shares to Grange Consulting Group Pty Ltd (**Grange**). Resolution 7 seeks Shareholder approval to ratify the issue of these Shares.

On 14 August 2019, the Company issued 574,144 Shares to Otsana Pty Ltd (**Otsana**). Resolution 8 seeks Shareholder approval to ratify the issue of these Shares.

Refer to Section 8 for further information.

(e) **Loan Conversion Shares**

As announced on 31 October 2018, Dr Yacov Geva, CEO and Director, has provided the Company with a loan facility of up to US\$10 million.

On 24 April 2019, Shareholders passed a resolution to approve the issue of 14,706,719 Shares to Dr Yacov Geva in full and final settlement of US\$3,317,500 of the amount then drawn down and outstanding. On 24 June 2019, Shareholders passed a resolution to approve the issue of 14,532,771 Shares to Dr Yacov Geva in full and final settlement of a further drawdown and outstanding US\$2,000,000. As at 31 December 2019, the total amount outstanding under the loan facility, including accrued interest, was US\$6.78 million (**Amount Outstanding**).

The Company and Dr Geva have agreed to convert an additional amount of US\$5,000,000 of the Amount Outstanding (being A\$7,467,145 based on the AUD:USD exchange rate quoted by the Reserve Bank of Australia on 3 February 2020 of 0.6696) (**Additional Conversion Amount**). The price at which the Additional Conversion Amount will be converted into Shares is A\$0.08.

Resolution 9 seeks Shareholder approval for the issue of up to 93,339,307 Shares to Dr Geva (and/or his nominee) in respect of the Additional Conversion Amount (**Loan Conversion Shares**).

Refer to Section 9 for further information.

(f) **Issue of Shares to Directors**

The Company intends to issue Shares to:

- (v) Dr Kenneth R Melani and Dr Brendan de Kauwe in lieu of cash payment for accrued directors' fees and as consideration for additional services provided to the Company; and
- (vi) Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein in lieu of cash payment for accrued directors' fees.

Resolutions 10 to 14 (inclusive) seek Shareholder approval to issue Shares to Dr Kenneth R Melani, Dr Brendan de Kauwe, Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein.

Refer to Section 10 for further information.

4. Resolution 1 – Approval of Placement

4.1 General

Resolution 1 seeks Shareholder approval for the issue of up to a number of Shares that when multiplied by the issue price will raise up to A\$10,000,000 pursuant to the Placement (**Placement Shares**).

Resolution 1 is an ordinary resolution.

The Chairman will cast all available proxies in favour of Resolution 1.

4.2 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 shares it had on issue at the start of that period.

The issue of the Placement Shares does not fall within any of these exceptions and exceeds the 15% limit in Listing Rule 7.1. It therefore requires the approval of the Company's Shareholders under Listing Rule 7.1.

Resolution 1 seeks the required Shareholder approval for the issue of the Placement Shares under and for the purposes of Listing Rule 7.1.

If Resolution 1 is passed, the Company will be able to proceed with the issue of the Placement Shares during the period of 3 months after the Meeting (or such longer period of time as ASX may in its discretion allow), without using the Company's 15% annual placement capacity.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Placement Shares.

4.3 Specific information required by Listing Rule 7.3

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

- (a) The Placement Shares will be issued to sophisticated and professional investors.
- (b) The maximum number of Placement Shares to be issued is that number of Shares which, when multiplied by the issue price, equals A\$10,000,000.

- (c) The Placement Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
- (d) The issue price of the Placement Shares will be not less than 80% of the average market price for Shares calculated over the last 5 days on which sales in the Shares are recorded before the day on which the issue is made. The actual issue price will be determined following the completion of a bookbuild and investor communication process undertaken for the Placement.
- (e) The Placement Shares will be fully paid ordinary shares in the capital of the Company and will be issued on the same terms and conditions as the Company's existing Shares and will rank equally in all respects with the Company's existing Shares on issue.
- (f) The Company intends to use the funds raised from the issue of the Placement Shares to pay the Settlement Amount to Magna in full and final settlement of the Company's outstanding debt to Magna, provide the Company with financial flexibility to expand its sales team in the United States, increase research and design efforts associated with the Company's Prizma device and VSMS Patch, progress regulatory approvals (including FDA approval) in key markets and provide additional working capital requirements.
- (g) The Placement Shares are not being issued pursuant to an agreement entered into by the Company.
- (h) A voting exclusion statement is included in the Notice for Resolution 1.

4.4 Potential Dilution

The exact number of Shares to be issued under the Placement will depend on:

- (a) the total amount raised under the Placement (to be up to A\$10,000,000); and
- (b) the issue price.

As the number of Shares to be issued is not known as at the date of this Notice, and may not be known as at the date of the Meeting, below are worked examples of the number of Shares that may be issued under Resolution 1, based on a range of issue prices between \$0.05 and \$0.20 being a range of premiums and discounts to the Share price as at the date of this Notice (being \$0.091). The figures are subject to rounding.

Assumed issue price	Maximum number of Shares	Shares currently on issue	Shares on issue post-completion of the Placement	Dilution Effect
\$0.05	200,000,000	411,295,110	611,295,110	32.7%
\$0.1	100,000,000	411,295,110	511,295,110	19.6%
\$0.15	66,666,666	411,295,110	477,961,776	13.9%
\$0.2	50,000,000	411,295,110	461,295,110	10.8%

The above table is for illustrative purposes only. The actual issue price for the Placement may differ and this will result in the maximum number of Shares to be issued and the dilutive percentage to also differ. The example table also assumes that the full amount of A\$10,000,000 is raised and no existing Options or Performance Rights are exercised or converted or securities issued.

4.5 Director Recommendation

The Directors recommend that Shareholders vote in favour of this Resolution.

5. Resolution 2 – Issue of Replacement Convertible Notes

5.1 General

On 12 December 2018, the Company announced that it had an allotment of 3,250,000 Initial Convertible Notes pursuant to the Convertible Securities Agreement. As at the date of this Notice, Magna has converted 974,997 Initial Convertible Notes and has been issued 8,849,204 Shares in respect to such conversion.

Refer to Section 3 for further background information in relation to Resolution 2.

Resolution 2 seeks Shareholder approval to issue Replacement Convertible Notes to Magna (and/or its nominee) pursuant to Listing Rule 7.1 (summarised in Section 4.2), such that if the Company elects to issue Shares to Magna in respect to an amortisation payment, the number of Shares to be issued will not be limited by the Floor Price.

Shareholders should note that the Company will not issue the Replacement Convertible Notes if the Settlement Amount is paid to Magna. Refer to Section 3 for further details.

If the Company issues the Replacement Convertible Notes, the remaining Initial Convertible Notes will be cancelled and replaced, following the approval sought by this Resolution, with the Replacement Convertible Notes issued under the terms and conditions detailed in Schedule 3.

Resolution 2 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 2.

5.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is provided in Section 4.2.

The issue of the Replacement Convertible Notes does not fall within an exception to Listing Rule 7.1 and exceeds the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

Resolution 2 seeks the required Shareholder approval for the issue of the Replacement Convertible Notes under and for the purposes of Listing Rule 7.1.

If Resolution 2 is passed, the Company will be able to issue the Replacement Convertible Notes, that will not be limited by the Floor Price, during the period of 3 months after the Meeting (or such longer period of time as ASX may in its discretion allow), without using the Company's 15% annual placement capacity.

If Resolution 2 is not passed and the Settlement Amount is not paid by the Company on or before 31 March 2020 or the Guarantor on or before 3 April 2020, the Company will not issue the Replacement Convertible Notes and the Initial Convertible Notes will remain outstanding.

5.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the issue of Replacement Convertible Notes:

- (a) The maximum number of Replacement Convertible Notes to be issued is 2,275,003. The maximum number of Shares into which the Replacement Convertible Notes may be converted is the number determined by applying the relevant the formula below:

- (i) If a holder of Replacement Convertible Notes elects to convert one or more Replacement Convertible Notes the number of Shares to be issued will be calculated as follows:

$$A = \frac{(B \times C) \times D}{E}$$

Where:

A = the number of Shares to be issued

B = US\$1.296, which is the Face Value of the Replacement Convertible Notes

C = the number of Replacement Convertible Notes being converted

D = the USD/AUD exchange rate at the close of business on the business day immediately before the date of the notice of conversation

E = Fixed Conversion Price

- (ii) If the Company is required to redeem the Replacement Convertible Notes under the terms of the Convertible Securities Agreement, the Replacement Convertible Notes may be converted into Shares with a deemed issued price equal to the lesser of:

(A) The Fixed Conversion Price; or

(B) 90% of the lowest daily VWAP over the 10 Trading Days immediately prior to the Amortisation Payment Date.

Refer to the table in Section 5.4 which outlines the potential dilution effect of the Replacement Convertible Notes.

Refer to Schedule 5 for worked examples of conversions of Replacement Convertible Notes in the two alternative scenarios.

- (b) The Replacement Convertible Notes have an issue price of US\$1 each and a Face Value of US\$1.296.
- (c) The terms and conditions of the Replacement Convertible Notes are summarised in Schedule 3.
- (d) The Replacement Convertible Notes will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
- (e) The Replacement Convertible Notes will be issued to Magna (and/or its nominee).
- (f) No funds will be raised from the issue of the Shares as they are being issued for nil cash consideration to replace the Initial Convertible Notes.
- (g) A voting exclusion statement is included in the Notice.

5.4 Potential Dilution

As the number of Shares to be issued is not known as at the date of this Notice, and may not be known as at the date of the Meeting, below are worked examples of the number of Shares that may be issued under Resolution 2 on conversion of the Replacement Convertible Notes, based on a range of issue prices between \$0.05 and \$0.20 being a range of premiums and discounts to the Share price as at the date of this Notice (being \$0.091). The figures are subject to rounding.

Assumed issue price	Number of Shares upon conversion of Replacement Convertible Notes ¹	Shares currently on issue	Shares on issue post-conversion ²	Dilution Effect
\$0.05	85,585,018	411,295,110	496,880,128	17.2%
\$0.1	42,792,509	411,295,110	454,087,619	9.4%
\$0.15	28,528,339	411,295,110	439,823,449	6.5%
\$0.2	21,396,255	411,295,110	432,691,365	4.9%

Note:

- ¹ Assumed AUD:USD exchange rate of 0.689.
- ² Does not include any Shares issued under the Placement.

The above table is for illustrative purposes only. The actual issue price for the Replacement Convertible Notes may differ and this will result in the maximum number of Shares to be issued and dilution effect to also differ.

5.5 Directors Recommendation

The Directors recommend that Shareholders vote in favour of this Resolution.

6. Resolution 3 – Approval of Issue of Options GEM Global Yield LLC SCS

6.1 General

Resolution 3 seeks approval from Shareholders to issue 12,500,000 Options to GEM Global (and/or its nominees) under and for the purposes of Listing Rule 7.1.

Resolution 3 is an ordinary resolution.

The Chairman will cast all available proxies in favour of Resolution 3.

6.2 ASX Listing Rule 7.1

A summary of Listing Rule 7.1 is provided in Section 4.2.

The issue of the Options does not fall within an exception to Listing Rule 7.1. While the issue does not exceed the 15% limit in Listing Rule 7.1 and can therefore be made without breaching that rule, the Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval under Listing Rule 7.1. To do this, the Company is asking Shareholders to approve the issue of the Options under Listing Rule 7.1 so that it does not use up any of the 15% limit on issuing equity securities without Shareholder approval under Listing Rule 7.1.

Resolution 3 seeks the required Shareholder approval for the issue of the Options under and for the purposes of Listing Rule 7.1.

If Resolution 3 is passed, the issue of the Options can proceed without using up any of the Company's 15% limit on issuing equity securities without Shareholder approval under Listing Rule 7.1 and the Directors will be able to issue the Options during the period of 3 months after the Meeting (or such longer period of time as ASX may in its discretion allow).

If Resolution 3 is not passed, the issue of the Options can still proceed but it will reduce, to that extent, the Company's capacity to issue equity securities without Shareholder approval under Listing Rule 7.1 for 12 months following the issue.

6.3 Technical Information required by ASX Listing Rule 7.3

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

- (a) 12,500,000 Options will be issued to GEM Global (and/or its nominees).
- (b) No funds will be raised from the issue of Options as they will be issued for nil cash consideration, as consideration for GEM Global entering into the GEM Agreement.
- (c) The terms and conditions of the Options are detailed in Schedule 2.
- (d) The Options will be issued no later than 3 months after the date of this Meeting (or such later date to the extent permitted by an ASX waiver or modification of the ASX Listing Rules).
- (e) A summary of the material terms of the GEM Agreement is contained in Schedule 4.
- (f) A voting exclusion statement is included in the Notice for Resolution 3.

6.4 Directors' Recommendation

The Directors recommend that Shareholders vote in favour of this Resolution.

7. Resolution 4 – Ratification of Prior Issue of Options to GEM Global Yield LLC SCS's Nominee

7.1 General

Resolution 4 seeks approval from Shareholders to ratify the prior issue of 12,500,000 Options to GEM Global's nominee HSBC Custody Nominees (Australia) Limited.

Resolution 4 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 4.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is provided in Section 4.2.

The issue of the Options does not fall within an exception to Listing Rule 7.1 and, as it has not yet been approved by the Company, 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 relevant issue dates.

Listing Rule 7.4 provides that where a company in a general meeting ratifies the previous issue of securities made pursuant to Listing Rule 7.1 (and provided that the previous issue did not breach Listing Rule 7.1) those securities will be deemed to have been made with Shareholder approval for the purpose of Listing Rule 7.1 and so does not reduce the Company's capacity to issue further equity securities without Shareholder approval under that rule. The Company confirms that the issue of the Options did not breach 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.

Resolution 4 seeks the required Shareholder approval for the issue of the Options under and for the purposes of Listing Rule 7.4.

If Resolution 4 is passed, the issue of Options will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the relevant issue dates.

If Resolution 4 is not passed, the issue of Options will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the relevant issue dates.

7.3 Information required by ASX Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolution 4:

- (a) 12,500,000 Options were issued on 5 December 2019 to HSBC Custody Nominees (Australia) Limited, a nominee of GEM Global.
- (b) No funds were raised from the issue of the Options as they were issued for nil cash consideration, as consideration for GEM Global entering into the GEM Agreement.
- (c) The terms and conditions of the Options are detailed in Schedule 2.
- (d) A summary of the material terms of the GEM Agreement is contained in Schedule 4.
- (e) A voting exclusion statement is included in the Notice for Resolution 4.

7.4 Director Recommendation

The Directors recommend that Shareholders vote in favour of this Resolution.

8. Resolution 5 to 8 (inclusive) – Ratification of Prior Issue of Shares

8.1 General

Resolutions 5 to 8 (inclusive) seek approval from Shareholders to ratify the prior issue of an aggregate of up to 16,113,818 Shares to the following entities:

- (a) GEM Global (and/or its nominees);
- (b) Magna;
- (c) Grange; and
- (d) Otsana.

As at the date of this Notice, 2,660,000 GEM Shares have been issued to GEM Global (and/or its nominees), and up to 10,000,000 GEM Shares have not been issued to GEM Global (and/or its nominees). However, up to 10,000,000 GEM Shares will be issued to GEM Global (and/or its nominees) prior to the Meeting.

It is presently proposed that up to 10,000,000 GEM Shares will be issued to GEM Global (and/or its nominees) on or around 24 February 2020.

Resolutions 5 to 8 (inclusive) are ordinary resolutions.

The Chairman intends to exercise all available proxies in favour of Resolutions 5 to 8 (inclusive).

8.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is provided in Section 4.2.

The issue of up to 16,113,818 Shares does not fall within an exception to Listing Rule 7.1 and, as it has not yet been approved by the Company, 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 relevant issue dates.

The Company confirms that the issue of the Shares the subject of Resolutions 5 to 8 (inclusive) did not breach 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.

Resolutions 5 to 8 (inclusive) seek the required Shareholder approval for the issue of up to 16,113,818 Shares under and for the purposes of Listing Rule 7.4.

A summary of Listing Rule 7.4 is provided in Section 7.2.

If Resolutions 5 to 8 (inclusive) are passed, the issue of up to 16,113,818 Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the relevant issue dates.

If Resolutions 5 to 8 (inclusive) are not passed, the issue of up to 16,113,818 Shares will be included in calculating the Company's 15% limit in Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the relevant issue dates.

8.3 Information required by ASX Listing Rule 7.5

Pursuant to and in accordance with ASX Listing Rule 7.5, the following information is provided in relation to Resolutions 5 to 8 (inclusive):

- (a) Up to 16,113,818 Shares were issued to GEM Global (and/or its nominees), Magna, Grange and Otsana as follows:

Shareholder	Number of Shares
GEM Global (and/or its nominees)	up to 12,660,000
Magna	1,735,225
Grange	1,144,449
Otsana	574,144

- (b) The Shares are fully paid ordinary shares in the Company.

- (c) The Shares were issued on the following dates:

Date Shares issued	Number of Shares	Shareholder
12 July 2019	239,228	Magna
14 August 2019	469,678	Grange
14 August 2019	574,144	Otsana

26 August 2019	1,495,997	Magna
27 November 2019	674,771	Grange
18 February 2020	2,660,000	GEM Global (and/or its nominees)
on or around 24 February 2020	10,000,000	GEM Global (and/or its nominees)

- (d) No funds were raised from the issue of the Shares as they were issued for nil cash consideration for the following purposes:
- (i) 1,735,225 Shares were issued to Magna following the conversion of the Initial Convertible Notes; and
 - (ii) 1,144,449 Shares were issued to Grange in lieu of corporate secretarial fees and 574,144 Shares were issued to Otsana in lieu of corporate advisory fees.
- (e) The Company has received A\$302,123 for the issue of 2,660,000 Shares to GEM Global (and/or its nominees) and will receive up to approximately A\$810,000 for the issue of up to 10,000,000 Shares to GEM Global (and/or its nominees) pursuant to the terms of the GEM Agreement.
- (f) A summary of the material terms of the GEM Agreement is in Schedule 4 of this Notice.
- (g) A voting exclusion statement is included in the Notice for Resolutions 5 to 8 (inclusive).

8.4 Director Recommendation

The Directors recommend that Shareholders vote in favour of these Resolutions.

9. Resolution 9 – Approval of Issue of Loan Conversion Shares

9.1 General

Resolution 9 seeks Shareholder approval for the issue of up to 93,339,307 Loan Conversion Shares to Dr Yacov Geva.

Resolution 9 is an ordinary resolution.

The Chairman intends to exercise all available proxies in favour of Resolution 9.

9.2 Listing Rule 10.11

Listing Rule 10.11 requires shareholder approval to be obtained where an entity issues, or agrees to issue, securities to a related party, or a person whose relationship with the entity or a related party is, in ASX's opinion, such that approval should be obtained, unless an exception in Listing Rule 10.12 applies.

Dr Geva is a related party of the Company by virtue of being a Director.

As the proposed issue of Loan Conversion Shares is to a related party of the Company, shareholder approval pursuant to Listing Rule 10.11 is required unless an exception applies. It is the view of the Directors that the exceptions detailed in Listing Rule 10.12 do not apply in the current circumstances.

Pursuant to Listing Rule 7.2, exception 14, the effect of passing Resolution 9 will be to allow the Company to issue the Loan Conversion Shares to Dr Geva (and/or his nominee) without using up the Company's 15% placement capacity under Listing Rule 7.1.

9.3 Specific information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the proposed issue of the Loan Conversion Shares:

- (a) The Loan Conversion Shares will be issued to Dr Geva (and/or his nominee).
- (b) A maximum of 93,339,307 Shares are to be issued as Loan Conversion Shares.
- (c) The Loan Conversion Shares will be issued no later than 1 month after the date of the meeting.
- (d) The Loan Conversion Shares will have an issue price per Share of A\$0.08.
- (e) The Loan Conversion Shares will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.
- (f) No funds will be raised from the issue of the Loan Conversion Shares as they will be issued for nil cash consideration, but will be issued in settlement of US\$5,000,000 of the Amount Outstanding.
- (g) The Loan Conversion Shares are not being issued pursuant to an agreement entered into by the Company.
- (h) A voting exclusion statement is included in the Notice for Resolution 9.

9.4 Directors Recommendation

The Directors (excluding Dr Geva) recommend that Shareholders vote in favour of this Resolution.

10. Resolution 10 to 14 (inclusive) – Approval of Issue of Director Shares

10.1 General

Resolutions 10 to 14 (inclusive) seek Shareholder approval for the issue of an aggregate of 4,250,000 Shares to:

- (a) Dr Kenneth R Melani and Dr Brendan de Kauwe in lieu of cash payment for accrued directors' fees and as consideration for additional services provided to the Company; and
- (b) Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein in lieu of cash payment for accrued directors' fees.

Subject to Shareholder approval for Resolutions 10 to 14 (inclusive), the number of Shares to be issued to these Directors (and/or their nominees) will be in accordance with the table below:

Director (and/or their nominee)	Number of Shares
Dr Kenneth R Melani	1,500,000
Dr Brendan de Kauwe	1,250,000
Dr Shuki Gleitman	500,000
Mr Urs Wettstein	500,000

Professor Zeev Rotstein	500,000
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Resolutions 10 to 14 (inclusive) are ordinary resolutions.

The Chairman intends to exercise all available proxies in favour of Resolutions 10 to 14 (inclusive).

If the Chairman is appointed as your proxy and you have not specified the way the Chairman is to vote on Resolutions 10 to 14 (inclusive), by signing and returning the Proxy Form, you are giving your express authorisation to allow the Chairman to vote the proxy in accordance with the Chairman's intention, even though the Resolutions are connected directly or indirectly with the remuneration of members of the Key Management Personnel.

10.2 Listing Rule 10.11

A summary of Listing Rule 10.11 is provided in Section 9.2.

Dr Kenneth R Melani, Dr Brendan de Kauwe, Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein are related parties of the Company by virtue of being Directors.

As the proposed issue of an aggregate of 4,250,000 Shares to the Directors detailed above (and/or their nominees) is to related parties of the Company, shareholder approval pursuant to Listing Rule 10.11 is required unless an exception applies. It is the view of the Directors (other than Dr Kenneth R Melani, Dr Brendan de Kauwe, Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein) that the exceptions detailed in Listing Rule 10.12 do not apply in the current circumstances.

Pursuant to Listing Rule 7.2, exception 14, the effect of passing Resolutions 10 to 14 (inclusive) will be to allow the Company to issue up to an aggregate of 4,250,000 Shares to the Directors detailed above (and/or their nominees) without using up the Company's 15% placement capacity under Listing Rule 7.1.

10.3 Specific information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the Shares:

- (a) The Shares will be issued to Dr Kenneth R Melani, Dr Brendan de Kauwe, Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein, all of whom are Directors of the Company and therefore related parties to the Company.
- (b) The maximum number of Shares to be issued is an aggregate of 4,250,000 Shares.
- (c) The Shares will be issued no later than one month after the date of the Meeting (or such longer period of time as ASX may in its discretion allow).
- (d) The Shares will be issued at a deemed issue price of \$0.10.
- (e) The Shares will rank equally in all respects with the Company's existing Shares on issue.
- (f) No funds will be raised from the issue of the Shares as they are being issued for nil consideration to:
 - (i) Dr Kenneth R Melani and Dr Brendan de Kauwe in lieu of cash payment for accrued directors' fees and as consideration for additional services to the Company; and
 - (ii) Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein in lieu of cash payment for accrued directors' fees.
- (g) The Shares are not being issued pursuant to an agreement entered into by the Company.

- (h) Dr Kenneth R Melani, Dr Brendan de Kauwe, Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein's remuneration is as follows:

Director	Year	Short Term Benefits (US\$)	Superannuation	Share Based Payments (US\$)	Total (US\$)
Dr Kenneth R Melani	2019	-	-	71,204	71,204
	2018	19,208	-	-	19,208
Dr Yacov Geva	2019	360,000	-	-	360,000
	2018	360,000	-	-	360,000
Dr Shuki Gleitman	2019	-	-	71,204	71,204
	2018	7,683	-	-	7,683
Dr Brendan de Kauwe	2019	-	-	71,204	71,204
	2018	7,683	-	-	7,683
Mr Urs Wettstein	2019	-	-	71,204	71,204
	2018	7,683	-	-	7,683
Prof.Zeev Rotstein	2019	-	-	73,594	73,594
	2018	-	-	-	-

- (i) A voting exclusion statement is included in the Notice for Resolutions 10 to 14 (inclusive).

10.4 Directors recommendation

The Directors (other than Dr Kenneth R Melani, Dr Brendan de Kauwe, Dr Shuki Gleitman, Mr Urs Wettstein and Professor Zeev Rotstein) recommend that Shareholders vote in favour of Resolutions 10 to 14 (inclusive).

Schedule 1 – Definitions and Interpretation

In the Notice and this Explanatory Memorandum, words importing the singular include the plural and vice versa.

\$ or A\$ means Australian Dollars.

Additional Conversion Amount has the meaning given in Section 3.

Amortisation Payment Date has the meaning given in Section 3.

Amount Outstanding has the meaning given in Section 3.

AEDT means Australian Eastern Daylight Time.

ASX means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX.

Board means the board of Directors.

Chairman means the person appointed to chair the Meeting, or any part of the Meeting, convened by the Notice.

Company means G Medical Innovations Holdings Ltd (ARBN 617 204 743).

Convertible Securities Agreement has the meaning given in Section 3.

Director means a director of the Company.

Explanatory Memorandum means the explanatory memorandum that forms part of the Notice.

Face Value has the meaning given in Schedule 3.

FDA means food and drug administration.

Fixed Conversion Price has the meaning given in Section 3.

Floor Price has the meaning given in Section 3.

GEM Agreement has the meaning given in Section 3.

GEM Global means GEM Global Yield LLC SCS.

GEM Shares has the meaning given in Section 3.

Grange has the meaning given in Section 3.

Guarantor has the meaning given in Section 3.

HSBC Bank Australia means HSBC Bank Australia Limited ABN 48 006 434 162 AFSL/Australian Credit Licence 232595.

Initial Convertible Notes has the meaning given in Section 3.

Key Management Personnel means persons having authority an responsibility for planning, directing and controlling the activities of the Company, directly or indirectly, including any Director (whether executive or otherwise) of the Company.

Listing Rules means the listing rules of ASX.

Loan Conversion Shares has the meaning given in Section 3.

Magna has the meaning given in Section 3.

Meeting has the meaning in the introductory paragraph of the Notice.

Notice means the notice of meeting, which comprises of the notice, agenda, Explanatory Memorandum and Proxy Form.

Option means an option to acquire a Share.

Otsana has the meaning given in Section 3.

Placement has the meaning given in Section 3.

Placement Shares has the meaning given in Section 4.1.

Proxy Form means the proxy form attached to the Notice.

Purchase Date has the meaning given in Schedule 3.

Replacement Convertible Notes has the meaning given in Section 3.

Resolution means a resolution contained in the Notice.

Schedule means a schedule to this Explanatory Memorandum.

Section means a section of this Explanatory Memorandum.

Settlement Amount has the meaning given in Section 3.

Settlement Deed has the meaning given in Section 3.

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

Shareholder means a shareholder of the Company.

Trading Day means a day determined by ASX to be a trading day in accordance with the Listing Rules.

VWAP has the meaning given to the defined term 'Volume Weighted Average Market Price' in the ASX Listing Rules.

Schedule 2 - Summary of Terms of Options

The following is a summary of the rights, privileges and restrictions attaching to the Options.

Entitlement	Subject to and conditional upon any adjustment in accordance with these conditions, each Option entitles the holder to subscribe for one Share upon payment of the Exercise Price.
Exercise Price	The Exercise Price of each option is \$0.265.
Exercise Period	An Option is exercisable at any time on or before 5.00pm (AEST) on Friday, 29 November 2024 (the Expiry Date). Options not exercised by the Expiry Date lapse.
Manner of exercise of Options	Each Option may be exercised by notice in writing addressed to the Company's registered office. The minimum number of Options that may be exercised at any one time is 1,000. Payment of the Exercise Price for each Option must accompany each notice of exercise of option. All cheques must be payable to the Company and be crossed 'not negotiable'.
Ranking of Shares	Shares issued on the exercise of Options will rank equally with all existing shares on and from the date of issue in respect of all rights issues, bonus share issues and dividends which have a record date for determining entitlements on or after the date of issue of those shares.
Timing of issue of Shares	After an Option is validly exercised, the Company must as soon as possible: (a) issue and allot the Share as soon as possible; and (b) do all such acts matters and things to obtain the grant of quotation for the Shares on ASX no later than 5 business days from the date of exercise of the Option.
Options transferrable	Options may be transferred in the same manner as shares and may be exercised by any other person or body corporate.
Participation in new issues	An Option holder may participate in new issues of securities to holders of shares only if and to the extent that: (a) an Option has been exercised; and (b) a share has been issued in respect of the exercise before the record date for determining entitlements to the new issue. The Company must give notice to the Option holder of any new issue not less than 10 Business days before the record date for determining entitlements to the issue.
Adjustment for bonus issue of Shares	If the Company makes a bonus issue of shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction, of dividends or by way of dividend reinvestment): (a) the number of shares which must be issued on the exercise of an Option will be increased by the number of shares which the Option holder would have received if the Option holder had exercised the Option before the record date for the bonus issue; and (b) no change will be made to the Exercise Price.

Adjustment for rights issue	<p>If the Company makes an issue of shares pro rata to existing Shareholders (other than an issue in lieu of in satisfaction of dividends or by way of dividend reinvestment) the Exercise Price of an Option will be reduced according to the following formula:</p> $\text{New exercise price} = O - \frac{E[P-(S+D)]}{N + 1}$ <p>O = the old Exercise Price of the Option.</p> <p>E = the number of underlying shares into which one Option is exercisable.</p> <p>P = the average market price per share (weighted by reference to volume) of the underlying shares during the 5 Trading days ending on the day before the ex-rights date or ex entitlements date.</p> <p>S = the purchase price of a share under the pro rata issue.</p> <p>D = the dividend due but not yet paid on the existing underlying shares (except those to be issued under the pro rata issue).</p> <p>N = the number of shares with rights or entitlements that must be held to receive a right to one new share.</p>
Reconstructions	<p>If there is any reconstruction of the issued share capital of the Company, the number of shares to which the Option holder is entitled, and/or the Exercise Price, must be reconstructed in a manner which complies with the Listing Rules (which will not result in any benefits being conferred on the Option holder which are not conferred on Shareholders and subject to the provisions with respect to rounding of entitlements as sanctioned by the meeting of Shareholders approving the reconstruction of capital), but in all other respects, the terms for the exercise of an Option will remain unchanged.</p>
Quotation	<p>The Options are not quoted on the official list of the ASX.</p>

Schedule 3 - Summary of Terms of Replacement Convertible Notes

The following is a summary of the rights, privileges and restrictions attaching to the Replacement Convertible Notes:

Face Value	US\$1.296 per Replacement Convertible Note
Purchase Date	29 October 2018
Conversion	<p>(a) Subject to the below, the Noteholders may, at their election, convert one or more of the Replacement Convertible Notes into Shares.</p> <p>(b) The conversion price will be a fixed conversion price of A\$0.3362 (Fixed Conversion Price).</p> <p>(c) If a Replacement Convertible Note is or becomes incapable of being converted into Shares, or conversion of a Replacement Convertible Note would result in a breach of the Corporations Act, the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth), any foreign investment policy, other law or the Listing Rules, the company can refuse to convert the Replacement Convertible Note such that the Replacement Convertible Note is a debt instrument with no right of conversion into Shares.</p>
Maturity	<p>(a) The maturity date is 18 months after the Purchase Date.</p> <p>(b) The Company must redeem the outstanding Replacement Convertible Notes on the Maturity Date by paying 115% of the Face Value of those outstanding Convertible Notes in cash.</p>
Early Redemption	<p>The Company may at any time, but no more frequently than once in every 45 days, redeem some or all of the outstanding Replacement Convertible Notes, provided there is no Event of Default subsisting.</p> <p>The redemption amount will be either:</p> <p>(a) if redemption occurs within 180 days of the Purchase Date: 110% of the Face Value of the Replacement Convertible Notes being redeemed; or</p> <p>(b) if redemption occurs after 180 days of the Purchase Date: 115% of the Face Value of the Replacement Convertible Notes being redeemed.</p>
Mandatory Redemption	<p>If the Company raises more than \$4,000,000 by way of debt or equity (or a combination), then the Noteholders may require the Company to redeem the outstanding Replacement Convertible Notes, with an aggregate Face Value of up to 50% of the amount raised in excess of the \$4,000,000 amount raised.</p> <p>The redemption amount payable will be calculated on the same basis as an early redemption as described above.</p> <p>The maximum amount that will be payable will be on a pro-rata basis amongst the Noteholders such that the maximum aggregate amount the Company is required to redeem is Replacement Convertible Notes with an aggregate Face Value of up to 50% of the amount by which the funds raised exceed \$4,000,000.</p>

Amortisation Payments	<p>(a) On 25 January 2019 and the corresponding day of each month afterwards (each an Amortisation Payment Date), the Company must redeem Replacement Convertible Notes with an aggregate Face Value equal to 1/15th of the aggregate Face Value of the amount invested if either (or both):</p> <ul style="list-style-type: none"> (i) the average daily VWAP for that month is less than 110% of the Fixed Conversion Price; or (ii) the average daily dollar trading volume over that month is less than A\$90,000. <p>(b) The redemption must occur by the Company either, at its election:</p> <ul style="list-style-type: none"> (i) in cash, in which case, the redemption amount payable will be calculated on the same basis as an early redemption as described above; or (ii) in Shares (subject to the receipt of prior shareholder approval and any necessary waivers of the Listing Rules), with a deemed issue price equal to the lesser of: <ul style="list-style-type: none"> (A) the Fixed Conversion Price; or (B) 90% of the lowest daily VWAP over the 10 trading days immediately prior to the Amortisation Payment Date. <p>(c) The Company may only elect to redeem the Replacement Convertible Notes if, amongst other things:</p> <ul style="list-style-type: none"> (i) the average dollar trading volume over any 10 trading days between the execution date and the Amortisation Payment Date is at least A\$90,000; (ii) the average daily VWAP during any 5 trading days between the execution date and the Amortisation Payment Date is at least A\$0.225; and (iii) no event of default or material adverse effect has occurred. <p>(d) The Noteholders may elect to waive the payment of a monthly amortisation payment in accordance with this clause. In return for such waiver, and subject to the receipt of shareholder approval, the Company must issue the Investor additional Options.</p>
Security	<p>The Replacement Convertible Notes are secured.</p>
Interest	<p>(a) There is no interest payable on the Replacement Convertible Notes. However, the Replacement Convertible Notes are issued at a 10% discount to their Face Value.</p> <p>(b) If an event of default occurs, an interest rate of 3% will apply and the Face Value will be increased by an additional 10%.</p>
Representations and Warranties	<p>The Company has provided the Noteholders with customary representations and warranties.</p>

Events of default	<p>The Convertible Securities Agreement includes typical events of default, including amongst other things, the following (in summary):</p> <ul style="list-style-type: none"> (a) the Company fails to comply in a material respect with any of its material obligations under any transaction document; (b) a representation or warranty of the Company being untrue or misleading in any material respect; (c) the Company or any of its subsidiaries are served with a statutory demand or a foreign equivalent that is not set aside within 10 business days; (d) an insolvency event occurs in respect of the Company or any of its subsidiaries; (e) the Company fails to comply with the Listing Rules in any material respect resulting in removal from the ASX Official List, or the Company is suspended for greater than 5 give trading days in a rolling 12-month period; (f) the Company claims, or a Court finds on application of a third party that the agreement or a transaction under the agreement is wholly or partly void, voidable or unenforceable; (g) on application by a person other than the Noteholders or any of affiliates, a Court of competent jurisdiction holds that a transaction document or a contemplated transaction is or has become wholly or partly void, voidable or unenforceable; (h) any third person commences any action, investigation or proceeding against any person or otherwise asserts any claim which seeks to restrain, challenge, limit, modify or delay the right of the Noteholders or the Company to enter any transaction documents or to undertake any of the contemplated transactions (other than in a vexatious or frivolous proceeding); (i) a security interest over an asset of the Company or any of its subsidiaries is enforced; (j) any present or future liabilities, including contingent liabilities, of any the Company or any of its subsidiaries for an amount or amounts totaling more than A\$500,000 are not satisfied on time, or become prematurely payable. (k) the Company or any of its subsidiaries is in default under a document or agreement (including a Governmental authorisation) binding on it or its assets which relates to material financial indebtedness or is otherwise material; (l) a material adverse effect occurs; (m) the Company does not obtain a shareholder approval to the extent required; (n) there is any change in control of the Company or any of its subsidiaries; (o) any action is initiated by any competent authority with a view to striking the Company's name off any register of companies. (p) the Company or any person on behalf of the Company materially breaches any undertaking at any time given to the Noteholders or its solicitors or any condition imposed by the Noteholders in agreeing to anything. (q) the Company changes its constitution in a manner that materially and adversely varies the rights of the Noteholders without the Noteholder's prior written consent; (r) the Company is found by a court of competent authority to have committed an offence under the <i>Corporations Act 2001</i>;
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	<p>(s) the “Secured Property” under the general security agreement forming part of the transaction documents suffers a material diminution in value or utility or a material part of the “Secured Property” suffers total loss or destruction or damage beyond repair or damage to an extent which in the opinion of the Noteholders renders repair impractical or uneconomical;</p> <p>(t) if any of the investment amount is used for an illegal or improper purpose or to finance an illegal improper or terrorism activity;</p> <p>(u) if any of the “Secured Property” under the general security agreement forming part of the transaction documents is taken out of the effective management and control of the Company (except upon a permitted dealing with that property).</p> <p>In an event of default occurs, and either:</p> <p>(i) is not capable of being remedied; or</p> <p>(ii) is capable of being remedied but has not been remedied to the satisfaction of the Noteholders within ten business days of the Noteholders notifying the Company of its occurrence; or</p> <p>(iii) there have been two or more previous events of default; and</p> <p>the Event of Default has not been expressly waived by the Noteholders in writing, then the Face Value of each Replacement Convertible Note will automatically increase by 10% and the Noteholders may require the amount outstanding to be redeemed, terminate the agreement, and exercise any other rights it may have under the agreements or at law.</p> <p>Interest will also be payable at a rate of 3% per annum in the event of an event of default occurring.</p>
Company covenants	<p>The agreement includes typical covenants from the Company including the Company and its subsidiaries (without the prior consent of the Noteholder):</p> <p>(a) not disposing of any assets unless it is in the ordinary course of business, if it has a value of greater than A\$1,000,000, at least 50% of the net proceeds are applied towards repayment of the Amount Outstanding;</p> <p>(b) reduce its issued share capital or any uncalled liability in respect of its issued capital, except by means of a purchase or redemption of the share capital that is permitted under Australian Law, unless such reduction is required in connection with a proposed listing of the Company on the NASDAQ Stock Exchange;</p> <p>(c) not issuing any debt, equity or equity-linked securities with a variable interest rate, or convertible into securities at a rate which is variable based on the Share price or subject to other potential reset pricing;</p> <p>(d) undertake a share consolidation, unless such consolidation is required in connection with a proposed listing of the Company on the NASDAQ Stock Exchange;</p> <p>(e) change the nature of its business;</p> <p>(f) make an application under section 411 of the Corporations Act;</p> <p>(g) grant or allow any security interest over any of its assets;</p>

	<p>(h) make any payment to any party in reduction of the amount owing by the Company to them, other than as specifically permitted under the agreement;</p> <p>(i) list the Company on the NASDAQ Stock Exchange and on the initial public offering offer shares or depository interests at a per unit price less than the Floor Price per share;</p> <p>(j) draw down on its facility with Acuity Capital Investment Management Pty Ltd as trustee for the Acuity Capital Holdings Trust, other than a draws of up to a total of \$500,000 at a per share price which is at least the Fixed Conversion Price; or</p> <p>(k) transfer the jurisdiction of its incorporation.</p>
Noteholder covenants	<p>The Noteholders must not engage in any short selling of shares and to not sell more than the greater of A\$35,000 of the shares or 15% of the market traded volume of shares on the ASX and Chi-X on the relevant trading day. However, these covenants cease to apply if the daily VWAP of the Company's shares falls below A\$0.10 for any 5 consecutive trading days or there is an event of default.</p>
Quotation	<p>The Replacement Convertible Notes will not be quoted on the ASX. However, the Company will apply for the new shares issued on conversion of the Replacement Convertible Notes to be quoted on the ASX.</p>
Transferability	<p>The Noteholders may transfer the Replacement Convertible Notes subject to the assignee executing a deed of covenant in favour of the Company.</p>

Schedule 4 – Summary of the Terms of GEM Agreement

The following is a summary of the material terms of the GEM Agreement.

<p>Capital Calls</p>	<p>The Company may at any time during the 3 years commencing from the date of the GEM Agreement, require GEM Global Yield Fund LLC SCS (GEM) to subscribe for (or cause another person to subscribe for) Shares on the terms and conditions of the GEM Agreement (Capital Call) on any amount of the available commitment, being the total commitment of A\$22,000,000 or other such amount agreed to by all parties in writing (Total Commitment), less the aggregate of the total purchase price calculated under clause 4 of the GEM Agreement (Available Commitment).</p> <p>If the Company wishes to drawdown any of the Available Commitment, it must deliver to GEM:</p> <ul style="list-style-type: none"> (a) (Capital Call Notice) a Capital Call Notice duly executed by the Company which complies with this agreement; (b) (directors' resolutions) an extract from the minutes of a meeting of directors of the Company or from a circulating resolution evidencing that the directors of the Company have duly passed resolutions; (c) (shareholder approval) if the issue of Shares to GEM or its nominee requires the approval of the Company in general meeting for any reason: <ul style="list-style-type: none"> (i) a certificate signed by two directors of the Company that the approval has been obtained in accordance with law and the Listing Rules; and (ii) an extract from the minutes of the general meeting, certified as correct by two directors of the Company, evidencing that such approval has been obtained, <p>(together, Capital Call Documents).</p> <p>The Company must not give a further Capital Call Notice:</p> <ul style="list-style-type: none"> (a) at any time during the period starting on and from the trading day immediately after GEM receives a Capital Call Notice (Capital Call Date) and ending at 5.00pm on the trading day which is 15 consecutive trading days after the Capital Call Date (Evaluation Period); (b) prior to a the trading day immediately after the end of the Evaluation Period (Closing Date); or (c) if the completion of any Capital Call would result in GEM, GEM Yield Bahamas Ltd (GEMYB) or the Company being in breach of this agreement, any applicable law which would make the subscription for Shares by GEM under the Capital Call unlawful or the Listing Rules.
<p>Capital Call Limit</p>	<p>The Company cannot require GEM in a Capital Call Notice to subscribe for such a number of Shares which is more than the number calculated under the following formula:</p> <p>Capital Call Limit = 1000% x 15 day Trading Volume</p> <p>where:</p> <p>15 day Trading Volume means the average daily number of Shares traded on ASX during the 15 trading days prior to and excluding the Capital Call Date.</p>

<p>Capital Call Conditions</p>	<p>GEM's obligations to subscribe for Shares under the agreement are subject to and conditional upon (amongst other matters) the following conditions having been satisfied or fulfilled in respect of each Capital Call:</p> <p>(a) (listing and quotation of Shares) All of the following have been satisfied:</p> <ul style="list-style-type: none"> (i) the Company is admitted to the Official List of ASX; (ii) the Shares are granted quotation on ASX; and (iii) quotation of the Shares on ASX has not been suspended or the Company has not ceased to be listed during the 20 trading days prior to the date of the Capital Call Notice; or <p>(b) (Capital Call procedure) the Company is entitled under this agreement to make a Capital Call and has complied with the Capital Call procedure in this agreement;</p> <p>(c) (Capital Call Limit) the Capital Call Limits not having been exceeded;</p> <p>(d) (Capital Call Documents) GEM having received properly completed and duly executed Capital Call Documents in respect of the relevant Capital Call;</p> <p>(e) (no breach or default) the Company not being in breach of the GEM Agreement and no event of default has occurred or subsists as at the relevant Capital Call Date, the relevant Closing Date or will result from the provision of monies under the Capital Call;</p> <p>(f) (no fraud) there are no reasonable allegation of fraud made against the Company or any of its controlled entities or any of their officers;</p> <p>(g) (availability of funds) the provision of subscription monies in accordance with the Capital Call Notice will not cause the Available Commitment to be exceeded;</p> <p>(h) (representations and warranties) each representation and warranty by the Company in this agreement is true and correct and is neither misleading nor deceptive in any respect as at the Capital Call Date or at the relevant Closing Date as though it had been made on and as of each of those dates;</p> <p>(i) (Authorisations) all authorisations necessary to be obtained by the Company for the Capital Call have been obtained and evidence provided to GEM;</p> <p>(j) (closing trade price) the closing trade price of a Share quoted on ASX on the trading day immediately preceding the Capital Call Date is equal to or higher than the price per Share the Company nominates in a Capital Call Notice (Minimum Fixed Price);</p> <p>(k) (liquidity) during the 10 trading days prior to and excluding the Capital Call Date:</p> <ul style="list-style-type: none"> (i) the Shares were continuously quoted on ASX; and (ii) there was no actual or threatened trading halt of the Shares or suspension of the Shares from quotation (whether at the request of the Company or otherwise). A trading halt or suspension is only taken to have been threatened if the Company has received notice of that threat from ASX; <p>(l) (Promissory Note) the Company has complied with its obligations under clause 11 of the GEM Agreement;</p>
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	<p>(m) (grant of Options) the Company has complied with its obligations under clause 12 of the GEM Agreement;</p> <p>(n) (no Material Change in Ownership) no material change in ownership of the Company has occurred or is reasonably expected to occur;</p> <p>(o) (no Material Adverse Effect) no material adverse effect has occurred or is reasonably expected to occur;</p> <p>(p) (no inquiry, investigation etc) no inquiry, investigation or other proceeding, whether formal or informal, has been commenced, announced or threatened, no order has been issued by any governmental or regulatory organisation or stock exchange and there has been no change of law or policy, or the interpretation or administration thereof, in each case which operates or could operate to prevent, suspend, hinder, delay, restrict or otherwise have a significant adverse effect on the transactions contemplated by this Agreement or which could have a material adverse effect on GEM.</p>
Confirmation of Capital Call	<p>GEM must no later than three business days after receipt of a Capital Call Notice either:</p> <p>(a) advise the Company that the Capital Call procedure or the Capital Call conditions have not been complied with; or</p> <p>(b) give the Company a confirmation statement confirming:</p> <p style="padding-left: 40px;">(i) the Capital Call Date;</p> <p style="padding-left: 40px;">(ii) the Evaluation Period;</p> <p style="padding-left: 40px;">(iii) the Closing Date; and</p> <p style="padding-left: 40px;">(iv) the name of the person to whom the Capital Call Shares are to be issued,</p> <p style="padding-left: 40px;">(Confirmation Statement).</p> <p>If GEM does not comply with the above, GEM will be deemed to have given the Company a Confirmation Statement on the fourth business day after receipt of the Capital Call Notice.</p> <p>GEM is under no obligation to confirm a Capital Call or to subscribe for Shares under if any of the representations and warranties are not true and correct as at the Capital Call Date or if any other Capital Call condition has not been complied with.</p>
Purchase Price	<p>If GEM is required under this agreement to subscribe for Shares, it must do so at a purchase price per Share equal to 90% of the higher of:</p> <p>(a) average closing bid price of Shares during the Evaluation Period as adjusted (see below adjustment summary); and</p> <p>(b) the Minimum Fixed Price,</p> <p style="padding-left: 40px;">(Purchase Price).</p>
Adjustments	<p>Each of the following events is an Adjustment Event:</p> <p>(a) the Company cancels a Capital Call Notice;</p> <p>(b) the closing bid price of Shares multiplied by 90% is less than the Minimum Fixed Price;</p> <p>(c) trading in the Shares on ASX is suspended or halted;</p>

		<p>(d) the number of Shares traded on ASX on any trading day during the Evaluation Period is less than 25% of the 15 Day Trading Volume; and</p> <p>(e) an event occurs which has a material adverse effect or which in GEM's reasonable opinion is likely to have a material adverse effect.</p> <p>A Knockout Day is a day on which an Adjustment Event occurs.</p> <p>Notwithstanding anything else contained in this agreement, if a Knockout Day occurs during an Evaluation Period:</p> <p>(a) the number of Shares specified by the Company in the Capital Call Notice to be subscribed by GEM (Proposed Capital Call Shares) will be reduced by 1/15th for every Knockout Day which occurs during the Evaluation Period; and</p> <p>(b) in calculating the average closing bid price, the closing bid price on any Knockout Day will be disregarded and the number of trading days comprising the Evaluation Period will be reduced by the number of Knockout Days that occur during that period.</p> <p>GEM has the right in its absolute discretion (but not the obligation) to:</p> <p>(a) reduce the Proposed Capital Call Shares (following adjustment, if any) by up to 50% of the number of Proposed Capital Call Shares; or</p> <p>(b) increase the Proposed Capital Call Shares (with or without adjustment under by up to 200%, provided that GEM cannot require the Company on the Closing Date to issue any Shares to GEM or its nominee if to do so would be in breach of any law or the Listing Rules.</p>
Actions Closing	on	<p>Provided all relevant laws, the Capital Call procedure, all Capital Call conditions and approval requirements have been complied with –</p> <p>GEM must:</p> <p>(a) give the Company a closing statement on the Closing Date (Closing Statement);</p> <p>(b) subscribe for the Capital Call Shares at the Purchase Price; and</p> <p>(c) if the allottee of the Capital Call Shares is a nominee of GEM and is not the share lender or an existing member of the Company, provide to the Company a written consent from the allottee:</p> <p style="padding-left: 40px;">(i) consenting to the issue of the Capital Call Shares to it;</p> <p style="padding-left: 40px;">(ii) consenting to become a member of the Company; and</p> <p style="padding-left: 40px;">(iii) agreeing to be bound by the Company's constitution on the issue of the Capital Call Shares to it; and</p> <p>(d) pay the Company the Total Purchase Price less all monies due and payable by the Company to GEM or GEMYB as at the relevant Closing Date under the GEM agreement (to be paid directly to GEM or GEMYB or its nominee) (Capital Call Amount); and</p> <p>the Company must:</p> <p>(a) issue, allot and electronically deliver the Capital Call Shares to GEM or its nominee; and</p>

	(b) deliver to GEM or the allottee of the Capital Call Shares a holding statement evidencing the allotment and issue of the Capital Call Shares on the Closing Date.
Options	<p>In consideration of GEM entering into the GEM Agreement, the Company must grant and issue to GEM and/or its nominees:</p> <p>(a) on the date of the GEM Agreement – 12,500,000 Options; and</p> <p>(b) on or before the date which is the earliest of 45 days after the date of the first general meeting of the Company held after the date of the GEM Agreement or the date on which any unpaid placement agreement fee becomes immediately due and payable – 12,500,000 Options</p> <p>on the terms and conditions set out in the option certificate granted (refer to Schedule 2).</p> <p>If the Company does not comply with its obligations to grant the second tranche of options as outlined above, GEM may at its election, by notice in writing to the Company, require the Company to satisfy those obligations by paying to GEM or its nominees an amount by way of liquidated damages which is equal to the higher of:</p> <p>(a) A\$662,500; and</p> <p>(b) the Black Scholes value of the second tranche of Options as at the date the Options were required to be issued (in accordance with the above).</p>
Representations and Warranties	The GEM Agreement also contains certain standard representations and warranties by the Company to GEM.

Schedule 5 – Examples of Conversions of Replacement Convertible Notes

The following are worked examples of the conversion of Replacement Convertible Notes into Shares in accordance with the terms of the Convertible Securities Agreement (refer to Schedule 3 for the terms of the Replacement Convertible Notes).

Scenario A: Conversion at the election of Magna via the issue of a conversion notice:

Magna may elect to convert one or more of their Replacement Convertible Notes by providing the Company with a conversion notice. If they do so, the number of Shares to be issued from the number of Replacement Convertible Notes elected to be converted is to be calculated in accordance with following formula:

$$\text{Shares to be issued} = \frac{(\text{US\$1.296} \times \text{Replacement Convertible Notes to be converted}) \times \text{USD/AUD exchange rate}}{\text{A\$0.3362 (i.e. Fixed Conversion Price)}}$$

Example 1:

Assume that:

- (a) Magna have been issued a total of 3,250,000 Replacement Convertible Notes by the Company;
- (b) the USD/AUD exchange rate is 1.49; and
- (c) Magna would like to convert 50,000 Replacement Convertible Notes.

$$\text{Number of Shares to be issued} = \frac{(\text{US\$1.296} \times 50,000) \times 1.49}{\text{A\$0.3362}}$$

Number of Shares to be issued therefore is 287,186.

The number of Replacement Convertible Notes outstanding is then deducted by the number of Replacement Convertible Notes which have been converted.

$$\text{Outstanding Replacement Convertible Notes} = 3,250,000 - 50,000$$

Therefore the total number of outstanding Replacement Convertible Notes held by Magna is 3,200,000.

Scenario B: Amortisation payments:

The Convertible Securities Agreement provides for amortisation payments on and from 25 January 2019 and the corresponding day of each month thereafter (**Amortisation Payment Date**), pursuant to which the Company must redeem the Replacement Convertible Notes with an aggregate Face Value equal to 1/15th of the aggregate Face Value of the amount invested if either (or both):

- (a) the average daily VWAP for that month is less than 110% of the fixed conversion price (A\$0.3362); or
- (b) the average daily dollar trading volume over that month is less than A\$90,000.

The redemption of the Replacement Convertible Notes by the Company may occur in cash or shares, at the Company's election. If the Company elects to satisfy the amortisation payments in Shares, the issue price used to calculate the number of Shares resulting from the conversion is deemed to be the lesser of:

- (a) the Fixed Conversion Price; or
- (b) 90% of the lowest daily VWAP over the 10 Trading Days immediately prior to the relevant payment date.

The effect of Resolution 2 is such that if the Company elects to issue Shares to Magna in respect to an amortisation payment, pursuant to Listing Rule 7.1 (summarised in Section 4.2), the number of Shares to be issued will not be limited by the Floor Price.

In this scenario, the same formula as Scenario A will apply, however the number of Replacement Convertible Notes to be converted will instead be the number of Replacement Convertible Notes to be redeemed, and the issue price will be the lesser of A\$0.3362 (i.e. the Fixed Conversion Price) or 90% of the lowest daily VWAP over the 10 Trading Days immediately prior to 25 January 2019 and the corresponding day of each month afterwards, without a floor price of A\$0.20.

Example 2:

Assume that:

- (a) Magna have been issued a total of 3,250,000 Replacement Convertible Notes by the Company;
- (b) the USD/AUD exchange rate is 1.49;
- (c) the Company must redeem 50,000 Replacement Convertible Notes; and
- (d) the lowest daily VWAP is A\$0.10.

$$\text{Number of Shares to be issued} = \frac{(\text{US\$}1.296 \times 50,000) \times 1.49}{(\text{A\$}0.10 \times 0.9)}$$

Number of Shares to be issued therefore is 1,072,800.

Outstanding Replacement Convertible Notes = 3,250,000 – 50,000

Therefore the total number of outstanding Replacement Convertible Notes held by Magna is 3,200,000.

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

Holder Number:

Vote by Proxy: GMV

Your proxy voting instruction must be received by **10.00am (AEDT) on Tuesday 17 March 2020**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY VOTE ONLINE

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

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

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



SUBMIT YOUR PROXY VOTE BY PAPER

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

YOUR NAME AND ADDRESS

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

VOTING UNDER STEP 1 - APPOINTING A PROXY

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

DEFAULT TO THE CHAIRMAN OF THE MEETING

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

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided

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

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

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

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

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

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

CORPORATE REPRESENTATIVES

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

ATTENDING THE MEETING

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

POWER OF ATTORNEY

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



Contact	Return your completed form		All enquiries to Automic
	BY MAIL Automic GPO Box 5193 Sydney NSW 2001	IN PERSON Automic Level 5, 126 Phillip Street Sydney NSW 2000	BY EMAIL meetings@automicgroup.com.au

STEP 1: Appoint Your Proxy	Complete and return this form as instructed only if you do not vote online I/We being a Shareholder entitled to attend and vote at the General Meeting of G Medical Innovations Holdings Ltd, to be held at 10.00am (AEDT) on Thursday 19 March 2020 at SMC Conference & Function Centre, 66 Goulburn Street, Sydney NSW hereby: Appoint the Chairman of the Meeting (Chair) OR if you are not appointing the Chairman of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
	The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote. Unless indicated otherwise by ticking the "for," "against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

STEP 2: Your Voting Direction	Resolutions	For	Against	Abstain	Resolutions	For	Against	Abstain
	1. Approval of Placement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Approval of Issue of Shares to Dr Kenneth R Melani	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2. Approval of Issue Replacement Convertible Notes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Approval of Issue of Shares to Dr Brennan de Kauwe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3. Approval of Issue of Options to GEM Global Yield LLC SCS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Approval of Issue of Shares to Dr Shuli Steitman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4. Ratification of Prior Issue of Options to GEM Global Yield LLC SCS's Nominee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Approval of Issue of Shares to Mr G. Wettstein	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5. Ratification of Prior Issue of Shares to GEM Global Yield LLC SCS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Approval of Issue of Shares to Professor Zeev Rotstein	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6. Ratification of Prior Issue of Shares to MEF I, L.P.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	7. Ratification of Prior Issue of Shares to Grange Consulting Group Pty Ltd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	8. Ratification of Prior Issue of Shares to Otsana Pty Ltd	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	9. Approval of Issue of Loan Conversion Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.								

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