

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Clarity Pharmaceuticals Ltd (Clarity)

ACN/ARSN 143 005 341

1. Details of substantial holder (1)

Name Genesis Care Pty Limited (GenesisCare) and each of its related bodies corporate (as set out in Annexure A) (GenesisCare Group Entity).

ACN/ARSN (if applicable) 137 188 464

The holder became a substantial holder on 25/08/2021

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	15,362,700	15,362,700	6.00%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
GenesisCare Ventures Pty Limited (GCVPL)	Relevant interest under s 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) as the registered holder of the securities. GCVPL has entered into a voluntary restriction deed with Clarity (a copy of which is attached as Annexure B) under which GCVPL agrees not to dispose of 10,362,700 of its Clarity shareholding in the period six months after the date of admission of Clarity to the official list of the ASX (subject to limited exceptions).	15,362,700
Each GenesisCare Group Entity	Relevant interest under s 608(3)(a) being a relevant interest held through a body corporate (GCVPL) in which the voting power of the relevant GenesisCare Group Entity is more than 20%.	15,362,700
Genesis Specialist Care Pty Ltd, Genesis Care Finance Pty Ltd and GenesisCare.	Relevant interest under s 608(3)(b) being a relevant interest held through a body corporate (GCVPL) that the entity controls.	15,362,700

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
GCVPL and each other GenesisCare Group Entity	GCVPL	N/A	15,362,700

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
N/A	N/A	N/A		N/A

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
See Annexure A	Associates under section 11(2)(a) of the Corporations Act, as each GenesisCare Group Entity is controlled by GenesisCare (being the ultimate holding company of the GenesisCare group of companies).

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
GenesisCare and each GenesisCare Group Entity	Buildings 1 & 11, The Mill, 41-43 Bourke Rd, Alexandria NSW 2015

Signature

print name CHRISTOPHER JAMES GILL capacity Company Secretary

sign here



date 1/09/2021

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure "A" – GenesisCare Group Entities

This is Annexure "A" of 3 pages referred to in the Form 603 (Notice of initial substantial holder), signed by me and dated 01/09/2021.



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Christopher James Gill
Company Secretary, Genesis Care Pty Ltd

GenesisCare Group Entities

ACPL Cathlab Pty Limited

Adelaide Cardiology Pty Limited

Adelaide Radiotherapy Centre Pty Limited

Bundaberg Cardiology Pty Limited

Cancer Care Research Pty Limited

CS Harper Pty Limited

Dr. Lim Pty Limited

EMROC Pty Limited

EMROC Victoria Pty Limited

G Heart Care Pty Limited

Genesis Cancer Care Pty Limited

Genesis Cancer Care QLD Pty Limited

Genesis Cancer Care Victoria Pty Limited

Genesis Cancer Care WA Pty Limited

Genesis Care Finance Pty Limited

Genesis Care Partner Pty Limited

Genesis Care Property Pty Limited

Genesis Care Theranostics Pty Limited

Genesis Care Ventures Pty Limited

Genesis Heart Care Pty Limited

Genesis Sleep Care Pty Limited

Genesis Sleep Care WA Pty Limited

Genesis Specialist Care Pty Limited

GenesisCare Clinical CRO Pty Limited

GenesisCare Philippines Pty Limited

GenesisCare Northern Holdings Pty Limited

Grandifer Pty Limited

Greater Valley Echo Pty Limited

GSC EUR Finance Pty Limited

GSC GBP Finance Pty Limited

Heart Care Partners Pty Limited

Heart Care Queensland Pty Limited

Heart Care Research Pty Limited

Heart Care Victoria Pty Limited

Heart Care Western Australia Pty Limited

Hearts West Echos Pty Ltd

Hearts West Services Pty

Hearts West WA Pty Ltd

J M Heywood Pty Limited

Jerome M. Freund Pty Limited

Northern Cancer Associates Pty Limited

Northern Cancer Institute (Frenchs Forest) Pty Limited

Northern Cancer Institute Pty Limited

Queensland Heart Clinic Pty Limited

Queensland Respiratory Laboratory Pty Limited

Radiation Oncology Associates Pty Limited

Ringwood RT Holdings Pty Limited

Clinica Radon S.A.

Genesis Care Espana Holdings S.L.

IMO Oncologia S.L.U.

Instituto Multidisciplinar de Oncologia S.A.

Instituto Oncologico Cartuja S.A.

International Oncology Group S.A.

Mediklab Medical Solutions S.L.

Oncologia del Sur S.L.

Tecnimoser S.L.U.

Berkshire Health Limited

Berkshire Medical Technology Limited

Cambridge Oncology Centre Limited

GCCUK Healthcare Limited

GCCUK Leasing Limited

Genesis Cancer Care UK Limited

Genesis Care Holdings Europe Limited

Genesis Specialist Care Finance UK Limited

Genesis Specialist Care Holding UK Limited

Genesis Specialist Care UK Limited

Genesis Specialist Care UK No 2 Limited

London Oncology and Wellbeing Centre Limited

The Birmingham Prostate Clinic Limited

Windsor Oncology Centre Limited

GenesisCare USA Group Holdings Inc.
(formerly known as Orion US Holdings Inc)

GenesisCare USA Holdings, Inc.
(formerly known as 21st Century Oncology Holdings)

GenesisCare USA, Inc.
(formerly known as 21st Century Oncology, Inc.)

GenesisCare USA of Alabama, LLC
(formerly known as 21st Century Oncology of Alabama, LLC)

Arizona Radiation Therapy Management Services, Inc.

Cancer Treatment Services Arizona, LLC

Delaware Radiation Therapy Management Services, Inc.
(formerly known as OnCure Medical Corp.)

U.S. Cancer Care, Inc.

California Radiation Therapy Management Services, Inc.

GenesisCare USA-CHW, LLC
(formerly known as 21st Century Oncology - CHW, LLC)

GenesisCare USA of El Segundo, LLC
(formerly known as 21st Century Oncology of El Segundo, LLC)

GenesisCare USA – Salinas Valley Memorial Radiation Therapy Management Company, LLC
(formerly known as 21st Century – Salinas Valley Memorial Radiation Therapy Management Company, LLC)

GenesisCare USA Services, LLC
(formerly known as 21st Century Oncology Services, Inc)

Aurora Technology Development, LLC

GenesisCare USA Southwest Management Holdings, LLC
(formerly known as 21C Southwest Management Holdings, LLC)

GenesisCare USA of Florida, LLC
(formerly known as 21st Century Oncology, LLC)

Boynton Beach Real Estate, LLC

GenesisCare USA Management Services, Inc.
(formerly known as 21st Century Oncology Management Services, Inc.)

Financial Services Of Southwest Florida, LLC

GenesisCare USA Landmark, LLC
(formerly known as 21C Landmark, LLC)

GenesisCare USA of Kentucky, LLC
(formerly known as 21st Century Oncology of Kentucky, LLC)

Maryland Radiation Therapy Management Services, LLC

GenesisCare USA of Prince Georges County, Maryland, LLC
(formerly known as 21st Century Oncology of PCG, Maryland, LLC)

West Virginia Radiation Therapy Services, Inc.

Ambergris, LLC

New England Radiation Therapy Management Services, Inc.

Central Massachusetts Comprehensive Cancer Center, LLC

Roger Williams Radiation Therapy, LLC (RI)

Southern New England Regional Cancer Center, LLC

South County Radiation Therapy, LLC

Michigan Radiation Therapy Management Services, Inc.

Nevada Radiation Therapy Management Services, Inc.

21st Century Oncology of New Jersey, Inc.

North Carolina Radiation Therapy Management Services, LLC

Goldsboro Radiation Therapy Services, LLC

Asheville CC, LLC

Sampson Simulator, LLC

Sampson Accelerator, LLC

AHLC, LLC

RVCC, LLC

Carolina Radiation and Cancer Treatment Center, LLC

GenesisCare USA of South Carolina, LLC
(formerly known as 21st Century Oncology of South Carolina, LLC)

Atlantic Urology Clinics, LLC

Carolina Regional Cancer Center, LLC

GenesisCare USA of Washington, LLC
(formerly known as 21st Century Oncology of Washington, LLC)

Northwest Cancer Care Management Company, LLC

21st Century Oncology of Harford County, Maryland, LLC

Northwest Baltimore Radiation Therapy Regional Center, LLC

CancerCare of Southern New Jersey, P.C.

New York Radiation Therapy Management Services, LLC

Gettysburg Radiation, LLC
Sonora Radiation Oncology, LLC

21C East Florida, LLC
21C Florida Acquisition, LLC
21st Century Oncology and OLL Mgmt Co.

GenesisCare USA Management Services, Inc.
(formerly known as 21st Century Oncology
Management Services, Inc.)
GenesisCare USA of California, A Medical
Corporation
(formerly known as 21st Century Oncology of
California, A M C)
21st Century Oncology of Jacksonville, Inc.

21st Century Oncology of Pennsylvania, LLC

21st Century Specialty Physicians, PC

American Consolidated Technologies, LLC

Associaties in Radiation Oncology Service

Berlin Radiation Therapy Treatment Center, LLC

Bluegrass Regional Cancer Center, LLP

Boynton Beach Radiation Oncology, LLC

Carepoint Health Solutions
Derm Rad Investment Co., LLC
Devoto Construction
Jacksonville Radiation Therapy Services, LLC

Kiggundu Radiation Therapy, PA

Landmark Cancer Center GP, LLC

Massachusetts Oncology Services, PC

New Jersey Oncology Services, PC

Northpoint Radiation Center GP PC

Northwest Cancer Care Associates, PA

Palms West Radiation Therapy
Paul W. Adams, MD PC
Phoenix Management Company LLC

Pinnacle Oncology Oklahoma, PC

Pinnacle Oncology, P.A
Pro Physicians Arkansas, P.A
Pro Physicians Clinic, PA
Radiation Therapy School for RT Tech, Inc.

Redding Radiation Oncology LLC

RT Associates of Western North Carolina, P.A

SFRO Holdings LLC
SFRO WRMC LLC
Simi Valley Cancer Center Management, LLC

South Florida Medicine LLC
South Florida Radiation Oncology LLC

Susan Reisinger, MD, Prof. Corp.

The Angeles Clinic and Research Institute

Treasure Coast Medicine LLC
USCC Acquisition Corp.
USCC Florida Acquisition Corp
X-Ray Treatment Center, PC
Advanced Physics Solutions, LLC
(GenesisCare USA Landmark, LLC)

Advanced Dosimetry Solutions, LLC
(GenesisCare USA Landmark, LLC)
Yonkers Radiation Medical Practice

Annexure "B" – Voluntary Escrow Deed

This is Annexure "B" of 9 pages (including this cover page) referred to in the Form 603 (Notice of initial substantial holder), signed by me and dated 01/09/2021.



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Christopher James Gill
Company Secretary, Genesis Care Pty Ltd

VOLUNTARY RESTRICTION DEED

CLARITY PHARMACEUTICALS LTD (ACN 143 005 341)
(Company)

and

GENESISCARE VENTURES PTY LTD (ACN 620 190 561)
(Holder)



KPMG Law

Level 38 Tower Three
300 Barangaroo Avenue
Sydney NSW 2000
ABN 78 399 289 481 | DX1056 Sydney

Liability Limited by a scheme approved under Professional Standards Legislation

THIS DEED is made on

25 June 2021

BETWEEN

- (1) Item 1 of the schedule (**Company**)
- (2) Item 2 of the schedule (**Holder**)
- (3) Item 3 of the schedule (**Controller**) (if any)

BACKGROUND

- A. The Company intends to undertake an initial public offering of shares and seek admission to the official list of the ASX.
- B. While the securities issued to the Holder do not fall under the definition of “restricted securities” under chapter 9 of the Listing Rules, the Parties have agreed that the Restricted Securities will be placed in voluntary escrow in connection with the events in Background A above.
- C. Restricted Securities will be held by the Holder in voluntary escrow on the terms set out in this deed for the Escrow Period.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context requires otherwise:

- (a) **Admission** means the admission of the Company to the official list of the ASX;
- (b) **ASX** means ASX Limited (ACN 008 624 691) or the securities exchange market it operates, as the context requires;
- (c) **Business Day** means a day on which banks are open for business in New South Wales, other than a Saturday, Sunday or public holiday in New South Wales;
- (d) **Controller** means the party set out in item 3 of the schedule;
- (e) **Controller Interests** means the securities or other rights or interests through which a Controller controls, or has a substantial economic interest in, the Restricted Securities or the Holder of the Restricted Securities, full particulars of which are set out in item 7 of the schedule;
- (f) **Corporations Act** means the *Corporations Act 2001* (Cth);
- (g) **Escrow Period** means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule;
- (h) **Holder** means the party set out in item 2 of the schedule;
- (i) **Holding Lock** has the same meaning in Section 2 of the ASX Settlement Operating Rules;
- (j) **Listing Rules** mean the ASX Listing Rules, as in force from time to time;
- (k) **Party** means a party to this deed; and
- (l) **Restricted Securities** means the securities set out in item 6 of the schedule.

1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;

- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) other words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group; and
- (e) headings shall not affect the interpretation or construction of this Deed.

1.3 **Compliance with the Listing Rules**

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. **ESCROW RESTRICTIONS**

2.1 **Holder obligations**

Subject to the clause 2.4, during the Escrow Period, the Holder must not:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any security interest in the Restricted Securities;
or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities,

except as permitted in the Listing Rules and clause 2.4 and anything done in contravention of this clause is not binding on and will not be recognised as legally effective by Parties.

2.2 **Controller obligations**

Subject to clause 2.4, and if item 3 of the schedule is completed, during the Escrow Period, a Controller must not:

- (a) dispose of, or agree or offer to dispose of, the Controller interests;
- (b) create, or agree or offer to create, any security interest in the Controller interests;
or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller interests,

except as permitted in the Listing Rules and clause 2.4 and anything done in contravention of this clause is not binding on and will not be recognised as legally effective by Parties.

2.3 **Holding Lock**

The Holder agrees that the Restricted Securities are to be kept on the Company's issuer sponsored subregister and are to have a Holding Lock applied for the duration of the Escrow Period.

2.4 Exceptions

During the Escrow Period, clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow for:

- (a) the acceptance of a bona fide takeover bid under Chapter 6 of the Corporations Act in respect of the shares by the Holders, provided that the Holders of at least half of the shares of the Company that are not subject to any escrow or any other form of restriction, and to which the offers under the bid relate, have accepted the bid;
- (b) the transfer or cancellation of the shares as part of a scheme of arrangement relating to the Company under Part 5.1 of the Corporations Act;
- (c) an equal access share buyback, capital return or capital reduction or other similar reorganisation or acquisition of share capital to be undertaken by the Company; and
- (d) a disposal of the Restricted Securities or interest therein to a person or entity controlled by the Holder or Controller (**Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those securities or interests on same terms as this deed for the remainder of the Escrow Period.

2.5 Notice

If the Holder or Controller becomes aware:

- (a) that any action, event or circumstance referred to in clauses 2.1 or 2.2, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clauses 2.1 or 2.2 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of such action, event circumstance or matter, as applicable, providing full details.

3. WARRANTIES

3.1 If item 3 of the schedule is completed, the Holder and each Controller jointly and severally warrant at the date of this deed and at all times until the expiry of the Escrow Period, that:

- (a) the Holder has the Controllers set out in item 3 of the schedule with the Controller interests identified in item 6 of the schedule;
- (b) there are no other Controllers or Controller interests;
- (c) the Holder and each Controller have provided the Company with all information necessary to properly form an opinion about who is a Controller of the Holder and who is required to execute this deed;
- (d) it has full power and authority to enter into and perform its obligations under this deed (including if acting as trustee of any trust);
- (e) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents (or if the Holder or Controller is a Trustee, the trust deed for the Trust).

3.2 If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the Holder warrants that:

- (a) if the Holder is one or more individuals, they are the legal and beneficial owner of the Restricted Securities;
- (b) if the Holder is not one or more individuals, the Holder has no Controller;
- (c) the Holder has provided the Company with all information necessary to properly form an opinion that the Holder falls within either clauses 3.2(a) or 3.2(b) above;
- (d) it has full power and authority to enter into and perform its obligations under this deed;
- (e) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents (or if the Holder or Controller is a Trustee, the trust deed for the Trust).

3.3 If item 8 of the schedule is completed, the Holder warrants that:

- (a) full particulars of the security interests which have been created over the Restricted Securities are set out in item 8;
- (b) apart from those security interests, the Holder has not done, or omitted to do, any act which would breach clauses 2.1 and 2.2 if done or omitted during the Escrow Period; and
- (c) a release of those security interests is attached.

3.4 If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the Holder warrants that the Holder has not created, or agreed to create, any security interests over the Restricted Securities.

3.5 If item 9 of the schedule is completed, the Holder and each Controller jointly and severally warrant that:

- (a) full particulars of security interests which have been created over the Controller interests are set out in item 9;
- (a) apart from those security interests, the Controller has not done, or omitted to do, any act which would breach clauses 2.1 and 2.2 if done or omitted during the Escrow Period; and
- (b) a release of the security interests is attached.

3.6 If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the Holder and each Controller warrant that the Controller has not created, or agreed to create, any security interests over the Controller interests.

3.7 A breach of any of these warranties in clause 3 is a breach of this deed.

4. CONSEQUENCES OF BREACHING THIS DEED

4.1 Effect of a breach

If the Holder or a Controller breach this deed:

- (a) the Holder and each Controller must take the steps necessary to rectify the breach;
- (b) the Company may take steps necessary to enforce this deed; and
- (c) the Company may refuse to acknowledge any disposal (including, without limitation, to register any transfer) of any of the Restricted Securities in breach of this deed.

4.2 Equitable relief

The parties agree that damages may be an insufficient remedy for a breach of this deed and the Holder and/or Controller agrees that the Company is entitled to seek and obtain an injunction, specific performance or other equitable relief in addition to or instead of damages.

5. AMENDMENT

This deed can only be terminated, changed or waived by the mutual agreement of the parties to this deed in writing.

6. TERMINATION

6.1 Subject to clause 5, the deed terminates on the earlier of:

- (a) if the Company is not admitted to the official list of the ASX by 31 December 2021; and
- (b) at the expiry of the Escrow Period.

7. GENERAL

7.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

7.2 Counterparts

- (a) This deed may be executed in any number of counterparts that together will constitute one instrument. A party may execute this deed by signing any counterpart.
- (b) In respect to an individual, this deed may be executed electronically in accordance with the *Conveyancing Act 1919* (NSW), as in force from time to time. Each person who witnesses a signature to this deed by audio visual link can do so in accordance with the *Electronic Transaction Act 2000* (NSW), as in force from time to time.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

- (a) All notices authorised or required to be given to a Party must be in writing and in English addressed to the notice details of the Party in accordance with the schedule.
- (b) Each Party may from time to time change its notice details in the schedule pursuant to clause 7.4(a).

7.5 Receipt of Notice

Without limiting any other means by which a party may prove that a notice has been received, a notice is deemed to be received:

- (a) if sent by hand, when left at the address of the recipient;
- (b) if sent by prepaid post, five Business Days (if posted within Australia to an address in Australia) or seven Business Days (if posted from one country to another) after the day of posting; or

- (c) if sent by email, when the email (including any attachment) is sent to the receiving Party, unless the sending Party receives a notification of a delivery failure within 24 hours of the email being sent,

but if a notice would otherwise be deemed to be received on a day which is not a Business Day, or after 5.00 pm (local time at the receiving party's address) on a Business Day, the notice is deemed to be received by the party at 9.00 am (local time at its address) on the first Business Day after that day.

EXECUTION

Executed as a Deed

SIGNED, SEALED AND DELIVERED by Clarity Pharmaceuticals Ltd (ACN 143 005 341) in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of director/secretary

Name of director (print)

Name of director/secretary (print)

SIGNED, SEALED AND DELIVERED by GenesisCare Ventures Pty Ltd (ACN 620 190 561) in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director



Signature of secretary

Craig White

Name of director (print)

Chris Gill

Name of secretary (print)

Schedule

ITEM 1	<p>Company's name and notice details</p> <p>Clarity Pharmaceuticals Limited ACN 143 005 34</p> <p>Address: National Innovation Centre, 4 Cornwallis Street Eveleigh, NSW, 2015</p> <p>Email: Robert.Vickery@claritypharmaceuticals.com</p> <p>Attention: Robert Vickery</p>
ITEM 2	<p>Holder's name and address</p> <p>GenesisCare Ventures Pty Ltd ACN 620 190 561</p> <p>Address: Buildings 1 & 11 – The Mill, 41-43 Bourke Road, Alexandria, NSW, 2015</p> <p>Email: john.ketelbey@genesiscare.com</p>
ITEM 3	<p>Each Controllers' name and address</p> <p>N/A</p>
ITEM 4	<p>Escrow Period start date</p> <p>On the date of the Admission</p>
ITEM 5	<p>Escrow Period end date</p> <p>A date that is 6 months after the Admission</p>
ITEM 6	<p>Particulars of Restricted Securities (assuming 1:20 share split has occurred)</p> <p>10,362,700 fully paid ordinary shares in the capital of the Company</p>
ITEM 7	<p>Particulars of Controller interests</p> <p>N/A</p>
ITEM 8	<p>Particulars of security interests over Restricted Securities</p> <p>N/A</p>
ITEM 9	<p>Particulars of security interests over Controller interests</p> <p>N/A</p>