



DomaCom Limited ACN 604 384 885
Level 6, 99 Queen Street
Melbourne VIC 3000

To: DomaCom Limited Shareholders

Notice of General Meeting

Notice is hereby given that a General Meeting of DomaCom Limited (the **Company**) will be held on **Tuesday 15th May 2018 at 11am AEST** at:

Level 6, 99 Queen Street, Melbourne VIC 3000.

This Notice of Meeting should be read in conjunction with the accompanying Explanatory Statement.

The Explanatory Statement to the Notice of Meeting provides additional information on the matters to be considered at the General Meeting.

By order of the Board,

Philip Chard

Company Secretary

AGENDA

1. Resolutions

Resolution 1 – Ratification of prior issue of Shares and Options

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and issue of 2,000,000 Shares and 3,700,000 unlisted Options to The Australian Special Opportunity Fund, LP (“ASOF”) pursuant to the Convertible Security Funding Agreement between the Company and ASOF, on the terms and conditions of the agreement as set out in the Explanatory Statement.”

Voting Exclusion Statement for Resolution 1:

The Company will disregard any votes cast on this Resolution by any person who participated in the issue and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions of the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Resolution 2 – Ratification of issue of Convertible Security to The Australian Special Opportunity Fund, LP

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and issue of the Convertible Security to The Australian Special Opportunity Fund, LP on the terms and conditions of the agreement as set out in the Explanatory Statement.”

Voting Exclusion Statement for Resolution 2:

The Company will disregard any votes cast on this Resolution by any person who participated in the issue and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions of the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Resolution 3 – Ratification of prior issue of 3 Year Convertible Notes to unrelated parties

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders ratify the allotment and issue of the 3 Year Convertible Notes to unrelated parties on the terms and conditions of the agreement as set out in the Explanatory Statement.”

Voting Exclusion Statement for Resolution 3:

The Company will disregard any votes cast on this Resolution by any person who participated in the issue and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions of the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Resolution 4 – Ratification of prior issue of Placement Shares

To consider and, if thought fit, pass the following resolution as an ordinary resolution:

“That for the purposes of ASX Listing Rule 7.4 and for all other purposes, Shareholders approve and ratify the issue of 1,666,666 fully paid ordinary shares in the Company on 4th April 2018 at an issue price of \$0.09 per share under a capital raising placement.”

Voting Exclusion Statement for Resolution 4:

The Company will disregard any votes cast on this Resolution by any person who participated in the issue and any associates of those persons. However, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote, in accordance with the directions of the Proxy Form, or, it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

2. Any other business.

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared for the information of Shareholders in relation to the business to be conducted at the Company's General Meeting on Tuesday 15th May 2018.

The purpose of this Explanatory Statement is to provide Shareholders with all information known to the Company which is material to a decision on how to vote on the Resolutions in the accompanying Notice of General Meeting.

This Explanatory Statement should be read in conjunction with the Notice of General Meeting preceding this Explanatory Statement.

If you have any questions regarding the matters set out in this Explanatory Statement or the preceding Notice of General Meeting, please contact the Company Secretary or your professional adviser.

Resolution 1 – Ratification of prior issue of Shares and Options

1.1 General

As announced on 24th January 2018, the Company has entered into a convertible security agreement ("Agreement") with The Australian Special Opportunity Fund, LP ("ASOF") a fund managed by The Lind Partners, LLC (together "Lind") which provides for a convertible security facility with a face value of \$1,200,000.

As announced on 4th April 2018, the Agreement has been amended to add a requirement that any additional shares issued under the Agreement to repay the Convertible Security and/or convert the outstanding balance of the Convertible Security must not exceed 6,000,000 shares in total.

A summary of the material terms and conditions of the Agreement are set out below.

Funding and Security

- a) Lind agreed to advance \$1,000,000 ("Initial Advance") to the Company. This amount has been received, less an initial commitment fee of \$50,000.
- b) In consideration for the receipt of \$1,000,000, the Company has issued to ASOF an uncertificated Convertible Security with a face value of \$1,200,000 ("Convertible Security").
- c) The Convertible Security ranks senior, unsecured, being senior to all other unsecured subordinated obligations of the Company with the exception of the 3 Year Convertible Notes that is the subject of Resolution 3.

Repayment

- a) The Convertible Security is repayable over a term of 24 months ending 24 January 2020 after an initial 120 day repayment holiday by 20 equal monthly payments.
- b) The Company may, at its election, make the repayments in:
 - i. cash at a premium of 5% of the Repayment Amount; and or
 - ii. by the issue of that number of Shares which is equal to the Repayment Amount divided by the price per Share that is equal to 90% of the average of three (3) daily VWAPs per Share as selected by Lind during the 20 consecutive trading days immediately prior. Any additional shares issued to repay the Convertible Security and/or convert the outstanding balance of the Convertible Security must not exceed 6,000,000 shares in total.

Conversion

- a) ASOF has the right to convert the outstanding balance of the Convertible Security Facility to Shares at a pre-set conversion price of \$0.127 per Share (being a 30% premium of the average of the 5 daily VWAPs selected by Lind during the 20 trading days prior to the execution of the Agreement). Any additional shares issued to repay the Convertible Security and/or convert the outstanding balance of the Convertible Security must not exceed 6,000,000 shares in total.
- b) ASOF may only convert the outstanding balance after 90 days from the Execution Date of 15 January 2017. During the 90 day period the Company will hold a General Meeting to ratify the Securities issued in the period from the Annual General Meeting. The period was subsequently extended by 30 days to 120 days.
- c) To effect conversion, ASOF may provide a conversion notice no less than one (1) business day prior to requiring the Company to effect conversion of some or all of the Convertible Security Facility. The conversion notice must specify:
 - i. the conversion amount, which must be a minimum of \$50,000 or, if the amount is less than \$50,000, the total amount of the outstanding for the Convertible Security;
 - ii. whether the conversion amount will be constituted in whole or part by a reduction in ASOF's shareholding in the Company (being 2,000,000 Shares), and if so, must advise the reduction which will be applied to satisfy some or all of the conversion amount; and

iii. the conversion price applicable to the conversion being

(A) \$0.127; or

(B) where the market capitalisation of the Company is lower than \$4,000,000, the price per share equal to 90% of the average of three (3) daily VWAPS per Share during the twenty (20) trading days immediately prior to the conversion date.

Company Buy-Back

- a) The Company has the right to buy-back the outstanding balance of the Convertible Security Facility in immediately available funds at any stage during the Term of the Agreement provided there has been no event of default;
- b) If the Company wishes to exercise its buy-back right, the Company must issue ASOF with a buy-back notice. Upon receipt of the buy-back notice, ASOF has the option to convert up to 30% of the total face value of the Convertible Security Facility into Share at its discretion and at the Conversion Price and otherwise in accordance with the terms of the Agreement; and
- c) The Buy-Back Conversion Price is determined by Lind and is equal conversion price of \$0.127 per Share (being a 30% premium of the average of the 5 daily VWAPs selected by Lind during the 20 trading days prior to the execution of the Agreement) or 90% of the average of 3 daily VWAPs as selected by Lind during the 20 trading days prior to the notice of repayment.

Issue of Consideration Securities

- a) The Company has granted the following securities as consideration for ASOF entering into the Convertible Security Funding Agreement:
 - i. 2,000,000 Ordinary Shares issued 24 January 2018 ("Collateral Shares"); and
 - ii. 3,700,000 unlisted Options, exercisable at \$0.114 each on or before 24 January 2021,

(the issue of the above Shares and Options is the subject of Resolution 1)

Collateral Shares

- a) Where any shares are to be issued to ASOF due to conversion, repayment or buy-back of some or all of the Convertible Note, ASOF may permit some or all

of the Shares issued because of such an event to be satisfied by a reduction in the balance of the Collateral Shares.

- b) ASOF may also elect to acquire all rights in some or all of the Collateral Shares by written notice to the Company ("Collateral Election Notice") at any time during the Term of the Agreement.
- c) Upon giving the Collateral Election Notice, ASOF shall be required to advance to the Company an amount determined by multiplying the number of Collateral Shares that is subject to the Collateral Election Notice by the Collateral Share Price (defined below) being:
 - i. the price per Share equal to 90% of the average of three (3) daily VWAPS per Share during the 20 consecutive trading days immediately prior to the Collateral Election Notice; and
 - ii. where the Company's Shares have been suspended from trading during the 20 consecutive trading days prior to the date of the Collateral Election Notice, an amount equal to 85% of the fair market value of the parcel of Collateral Shares (with the fair market value to be determined by an appropriately qualified independent valuer),(together, the "Collateral Share Price")
- d) To the extent that ASOF holds any Collateral Shares at the expiry of the Term, ASOF must pay the Company an amount equal to the Outstanding Collateral Shares multiplied by the Collateral Share Price within ten (10) business days of the expiry of the Term.

Resolution 1 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the allotment and issue of securities to ASOF on 24 January 2017, being 2,000,000 Shares and 3,700,000 unlisted Options exercisable at \$0.114 each with an expiry date of 24 January 2021.

1.2 ASX Listing Rule 7.1

ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue more equity securities during any 12 month period than that amount which represents 15% of the number of fully paid ordinary securities on issue at the commencement of that 12 month period.

1.3 ASX Listing Rule 7.4

ASX Listing Rule 7.4 sets out an exception to ASX Listing Rule 7.1. It provides that where a company in general meeting ratifies the previous issue of securities made pursuant to ASX Listing Rule 7.1 (and provided that the previous issue did not breach ASX Listing Rule 7.1) those securities will be deemed to have been made with shareholder approval for the purpose of ASX Listing Rule 7.1.

As announced on 4th April 2018, the Agreement was amended to add a requirement that any additional shares issued under the Agreement to repay the Convertible Security and/or convert the outstanding balance of the Convertible Security must not exceed 6,000,000 shares in total. The amendment was made to ensure that the issue of Convertible Security does not breach ASX Listing Rule 7.1.

By ratifying this issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

1.4 Technical information required by Listing Rule 7.4

The following information is provided pursuant to and in accordance with ASX Listing Rule 7.5:

- a) 2,000,000 Shares and 3,700,000 Options (exercisable at \$0.114 each) were issued;
- b) The Shares and Options were issued for nil cash consideration in satisfaction of consideration for the funding provided under the Convertible Security Funding Agreement;
- c) The Shares issued were fully paid ordinary shares in the Company issued on the same terms and conditions as the Company's existing shares;
- d) The terms and conditions of the Options are set out in Appendix A;
- e) The Shares and Options were issued to The Australian Special Opportunity Fund, LP, and unrelated party to the Company; and
- f) No funds were raised from the issue as the Shares and Options were issued for nil consideration in accordance with the Convertible Security Funding Agreement.

Recommendation: The Board recommends that the Shareholders vote in favour of Resolution 1.

Resolution 2 - Ratification of issue of Convertible Security to The Australian Special Opportunity Fund, LP

2.1 General

As set out in section 1.1 above and announced on 24 January 2018, the Company has entered into a Convertible Security Funding Agreement with The Australian Special Opportunity Fund, LP, a fund managed by The Lind Partners (together "Lind") which provides for a convertible security facility with a face value of \$1,200,000.

Resolution 2 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of the Convertible Security.

2.2 Key Terms of Convertible Security

The key terms of the Convertible Security are set out above at section 1.1.

2.3 Listing Rules 7.1 and 7.4

A summary of ASX Listing Rules 7.1 and 7.4 are set out in sections 1.2 and 1.3 above.

As announced on 4th April 2018, the Agreement was amended to add a requirement that any additional shares issued under the Agreement to repay the Convertible Security and/or convert the outstanding balance of the Convertible Security must not exceed 6,000,000 shares in total. The amendment was made to ensure that the issue of Convertible Security does not breach ASX Listing Rule 7.1.

By ratifying this issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

2.4 Technical information required by ASX Listing Rule 7.4

The following information is provided pursuant to and in accordance with ASX Listing Rule 7.5:

- a) The Company issued one Convertible Security with a face value of \$1,200,000;
- b) The Convertible Security was issued for an advance of \$1,000,000 less commitment fees of \$50,000;
- c) The material terms of the Convertible Security are set out in section 1.1;
- d) The Convertible Security was issued to The Australian Special Opportunity Fund, LP, an unrelated party of the Company; and
- e) The funds raised from the issue of the Convertible Security will be used to further develop the DomaCom Platform and meet working capital requirements.

Recommendation: The Board recommends that the Shareholders vote in favour of Resolution 2.

Resolution 3 – Ratification of prior issue of 3 Year Convertible Notes to unrelated parties

3.1 General

On 25 January 2018 the Company issued 3 Year Convertible Notes with a combined face value of \$650,000.

Resolution 3 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the issue of the Convertible Securities.

3.2 Key Terms of Convertible Security

Interest of 10% per annum is payable quarterly in arrears.

The Holder has the right to convert all or any of the Convertible Notes to Shares at any time from the Issue Date until Maturity Date.

The conversion price for each note is \$0.20.

Detailed Terms of the 3 Year Convertible Notes are set out in Appendix B.

3.3 Listing Rules 7.1 and 7.4

A summary of ASX Listing Rules 7.1 and 7.4 are set out in sections 1.2 and 1.3 above.

By ratifying this issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

3.4 Technical information required by ASX Listing Rule 7.4

The following information is provided pursuant to and in accordance with ASX Listing Rule 7.5:

- a) The Company issued Convertible Notes with a combined face value of \$650,000;
- b) The Convertible Notes were issued for an advance of \$650,000;
- c) The material terms of the Convertible Notes are set out in Appendix B;
- d) The Convertible Notes were issued to clients of brokers engaged to assist the Company in raising further capital. The note holders are unrelated parties of the Company and include existing shareholders of the Company; and
- e) The funds raised from the issue of the Convertible Notes will be used to further develop the DomaCom Platform and meet working capital requirements.

Recommendation: The Board recommends that the Shareholders vote in favour of Resolution 3.

Resolution 4 – Ratification of prior issue of Placement Shares

4.1 General

The Company seeks shareholder ratification pursuant to ASX Listing Rule 7.1 for the issue of 1,666,666 fully paid ordinary shares on 4th April 2018.

4.2 Listing Rules 7.1 and 7.4

A summary of ASX Listing Rules 7.1 and 7.4 are set out in sections 1.2 and 1.3 above.

By ratifying this issue, the Company will retain the flexibility to issue equity securities in the future up to the 15% annual placement capacity set out in ASX Listing Rule 7.1 without the requirement to obtain prior Shareholder approval.

4.3 Technical information required by Listing Rule 7.4

The following information is provided pursuant to and in accordance with ASX Listing Rule 7.5:

- a) 1,666,666 fully paid ordinary shares were issued;
- b) The shares were issued at a price of \$0.09 per share;
- c) Recipients of issue: sophisticated and professional investors introduced to the Company by the Company's advisors and/or invited by the Company to participate in the issue.

- d) The terms and conditions: fully paid ordinary shares ranking pari-passu with other existing fully paid ordinary shares in the Company; and
- e) The funds raised will be used to further develop the DomaCom Platform and meet working capital requirements.

Recommendation: The Board recommends that the Shareholders vote in favour of Resolution 4.

Business of General Meeting

The Corporations Act require that 28 days' notice is required for General Meetings of a listed company. This Notice of Meeting is intended to satisfy that requirement.

Under the Constitution no business shall be transacted at any General Meeting unless a quorum of 5 Shareholders are present.

The agenda of the General Meeting is now fixed and business not on the agenda cannot be brought to the meeting without leave of the Chair.

Only shareholders of the Company and invited guests may attend the General Meeting.

Voting Entitlement

The Board has determined that for the purpose of voting at the General Meeting, Shares will be taken to be held by those persons who hold them at 7.00pm AEST on 13th May 2018. This means that if you are not the registered holder of a Share at that time you will not be entitled to vote at the General Meeting in respect of that Share.

Voting in person

To vote in person at the Meeting, you must attend the meeting to be held at 15th May 2018.

Proxy Form for General Meeting

A Shareholder who is entitled to attend and vote at the Meeting may appoint a proxy to attend and vote on behalf of that Shareholder. A proxy need not be a Shareholder. A Shareholder can appoint an individual or a body corporate as its proxy. If a body corporate is appointed as a proxy, it must ensure that it appoints a corporate representative as required by the Corporations Act 2001 (Cth) to exercise its powers as proxy at the Meeting.

A Shareholder who is entitled to cast two or more votes may appoint up to two proxies and may specify the proportion or number of votes that each proxy is appointed to exercise. If a Shareholder appoints two proxies and the appointments do not specify the proportion or number of votes that each proxy may exercise, each proxy may exercise half the votes (disregarding fractions).

If you choose to appoint a proxy, you are encouraged to direct your proxy how to vote on the Resolution by marking either "For", "Against" or "Abstain" on the Proxy Form for that item of business. If you sign the Proxy Form and do not appoint a proxy, you will have appointed the Chairman of the Meeting as your proxy.

Completed Proxy Forms (and the power of attorney or other authority, if any, under which the Proxy Form is signed) must be lodged at the Company's share registry, Boardroom Pty Limited; or faxed to the fax number specified below not later than 11.00am (AEST) on 13th May 2018.

Address (hand deliveries): Boardroom Pty Limited, Level 12, 225 George Street, Sydney NSW 2000. Address (postal deliveries): Boardroom Pty Limited, GPO Box 3993, Sydney NSW 2001

Fax number for lodgement: +61 2 9290 9655

Please read all instructions carefully before completing the proxy form.

Alternatively, please visit www.votingonline.com.au/domacomgm2018 to submit your voting intentions.

Undirected proxies

Subject to any restrictions set out in this Notice of Meeting or the Proxy Form, the Chairman of the meeting intends to vote all undirected proxies in favour of all resolutions.

If you appoint the Chairman of the Meeting (or the Chairman is taken to be appointed) as your proxy and you do not direct the Chairman how to vote on a resolution, then by completing and returning the Proxy Form, you expressly authorise the Chairman to exercise the proxy and to vote in accordance with his stated intention to vote in favour of all resolutions.

If you have appointed the Chairman of the Meeting (or the Chairman is taken to be appointed) as your proxy and you direct the Chairman how to vote on a resolution by marking either "for", "against" or "abstain" for a resolution, then your vote will be cast in accordance with your direction.

Corporate representatives

A Shareholder, or proxy, that is a body corporate and entitled to attend and vote at the Meeting may appoint an individual to act as its corporate representative. Evidence of the appointment of a corporate representative must be in accordance with section 250D of the Corporations Act and be lodged with the Company.

A Shareholder entitled to attend and vote at the Meeting may appoint an attorney to attend and vote at the Meeting on the Shareholder's behalf. The power of attorney appointing the attorney must be duly signed and specify the name of each of the Shareholder, the Company and the attorney, and also specify the meetings at which the appointment may be used. The appointment may be a standing one.

A corporate representative or an attorney may, but need not, be a Shareholder of the Company.

Corporate representatives should bring to the Meeting appropriate evidence of appointment as a representative in accordance with the constitution of the Company. Attorneys are requested to bring to the Meeting the original or a certified copy of the power of attorney pursuant to which they were appointed. Proof of identity will also be required for corporate representatives and attorneys.

Appendix A

Terms and conditions of Options issued The Australian Special Opportunity Fund, LP

Option \$0.114 expiry 24 January 2021

Terms and Conditions

1. Terms of the Options

1.1 Nature of Options

- (a) Each Option shall grant the holder of that Option the right but not the obligation to be issued by the Company one Share at the Option Exercise Price.
- (b) Each Option shall be exercisable by the Option holder complying with its obligations under this clause 1 of the Convertible Security Funding Agreement, at any time after the time of its grant, and prior to the date that is thirty-six (36) calendar months after the date granted to the Investor (the *Option Expiration Date*) after which time it will lapse.
- (c) The exercise price of \$0.114 is calculated as the average daily VWAP during the 20 trading days prior to the execution of the Agreement.

1.2 Exercise of Options

- (a) Without limiting the generality of, and subject to, the other provisions of the Agreement, an Option holder may exercise any of its Options at any time prior to their expiration, by delivery of:
 - (i) a copy, whether facsimile or otherwise, of a duly executed Option exercise form, to the Company during normal business hours on any Business Day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the Option holder); and
 - (ii) payment of an amount equal to the Option Exercise Price multiplied by the number of Shares in respect of which the Options are being exercised at the time, by wire transfer to the account specified by the Company from time to time or by bank draft delivered to the Company during normal business hours on any Business Day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the Option holder).
- (b) As soon as reasonably practicable, but in any event no later than three (3) Business Days after receipt of a duly completed Exercise Form and the payment referred to in clause 1.2(a)(ii), the Company must cause its securities registrar to:
 - (i) issue and Electronically Deliver the Shares in respect of which the Options are so exercised by the Option holder; and

- (ii) provide to the Option holder holding statements evidencing that such Shares have been recorded in the Company's Share register.

1.3 Bonus Issues

If prior to an exercise of an Option, the Company makes an issue of Equity Securities by way of capitalisation of profits or out of its reserves (other than pursuant to a dividend reinvestment plan) pursuant to an offer of such Equity Securities to at least all the holders of Equity Securities resident in Australia, then on exercise of the Option, the number of Equity Securities over which an Option is exercisable shall be increased by the number of Equity Securities which the holder of the Option would have received if the Option had been exercised before the date on which entitlements to the issue were calculated.

1.4 Rights Issues

If prior to an exercise of an Option, any offer or invitation is made by the Company to at least all the holders of Equity Securities resident in Australia for the subscription for cash with respect to Equity Securities, options or other securities of the Company on a pro rata basis relative to those holders' Shareholding at the time of the offer, the Option Exercise Price shall be reduced as specified in the Listing Rules in relation to pro-rata issues (except bonus issues).

1.5 Reconstruction of Capital

In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, and subject to such changes as are necessary to comply with the Listing Rules applying to a reconstruction of capital at the time of the reconstruction:

- (a) the number of the Equity Securities to which each Option holder is entitled on exercise of the outstanding Options shall be reduced or increased in the same proportion as, and the nature of the Equity Securities shall be modified to the same extent that, the issued capital of the Company is consolidated, subdivided or reconstructed (subject to the same provisions with respect to rounding of entitlements as sanctioned by the meeting of shareholders approving the consolidation, subdivision or reconstruction); and
- (b) an appropriate adjustment shall be made to the Option Exercise Price of the outstanding Options, with the intent that the total amount payable on exercise of the Options shall not alter.

1.6 Cumulative Adjustments

Full effect shall be given to the provisions of clauses 1.3 to 1.5, as and when occasions of their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the adjustments they progressively effect will be such as to reflect, in relation to the Shares issuable on exercise of the Options outstanding, the adjustments which

on the occasions in question are progressively effected in relation to Equity Securities already on issue.

1.7 Notice of Adjustments

Whenever the number of Shares over which an Option is exercisable, or the Option Exercise Price, is adjusted pursuant to this Agreement, the Company must give notice of the adjustment to all the Option holders, within three (3) Business Days.

1.8 Rights Prior to Exercise

Prior to its exercise, an Option does not confer a right on the Option holder to participate in a new issue of securities by the Company.

1.9 Redemption

The Options shall not be redeemable by the Company.

1.10 Assignability and Transferability

The Options shall be freely assignable and transferable, subject to the provisions of Chapter 6D of the Corporations Act and the applicable Law.

Appendix B

Terms of Issue for 3 Year unsecured Convertible Notes

1 Issue overview	Each Note: <ul style="list-style-type: none">(a) is issued at its Face Value;(b) bears interest as provided in 'Interest on Notes' below(c) is convertible into Shares as provided in 'Conversion', 'Conversion Price' below; and(d) is transferable only in accordance with 'Transferability' below.
2 Interest on Notes	<ul style="list-style-type: none">(a) Each Note will bear interest at the rate of 10% per annum (Interest Rate), calculated on a daily basis on the Face Value of each Note during the period from and including the Issue Date to and including the earlier of the conversion of the Note to Shares and the Maturity Date.(b) Interest is payable by the Company to the Holder in arrears in cash on the first Business Day after the end of each calendar quarter
3 Minimum subscription of Notes	<ul style="list-style-type: none">(a) The Company is not obliged to issue any Notes unless it raises a minimum aggregate amount of \$1,000,000 through the issue of Notes.(b) The maximum aggregate amount to be raised through the issue of Notes will not exceed \$6,000,000.(c) If the aggregate amount raised through the issue of Notes is less than \$3,000,000, the Company will use reasonable efforts to reduce its level of operating costs so far as reasonably practicable (as determined by the Board in its absolute discretion).
4 Conversion	Subject to the Corporations Act and the Listing Rules, the Holder has the right to convert all or any of the Notes held by that Holder to Shares (at the price provided in 'Conversion Price' below) at any time from the Issue Date until the earliest of: <ul style="list-style-type: none">(a) voluntary conversion under this paragraph 4; and(b) the Maturity Date, by providing to the Company a written request for conversion of Notes, and upon production and surrender of the then current Note Certificate.

	<p>If, before Notes are converted into Shares, the Company:</p> <ul style="list-style-type: none"> (a) consolidates its Shares, the Conversion Price must be increased in the same inverse proportion as the number of Shares is reduced under that consolidation; (b) subdivides its Shares, the Conversion Price must be decreased in the same inverse proportion as the number of Shares is increased under that subdivision; or. (c) in any other way reconstructs or reorganises its issued capital, including issuing new capital, the Conversion Price must be adjusted in the same proportion as the issued capital of the Company is reconstructed or reorganised and in a manner which will not result in any additional benefits being conferred on either the Company or the Holder.
5 Conversion Price	The Conversion Price is \$0.20 for each Note.
6 Conversion Terms	<ul style="list-style-type: none"> (a) The entire Principal Amount of the Notes held by the Holder will be converted into Shares immediately on voluntary conversion under paragraph 4. (b) The number of Shares to be issued upon a conversion shall be the quotient obtained by dividing the Principal Amount of the Notes held by the Holder, by the applicable Conversion Price provided above (rounded down to the next whole number of Shares in the event of any fractional Share). (c) Upon conversion of a Note, the Note will cease to exist and to be on issue, and the Company will be forever released from all of its obligations and liabilities under or in respect of the Note, including the Principal Amount of that Note. (d) Subject at all times to the Corporations Act and the Listing Rules: <ul style="list-style-type: none"> (i) the Shares to be issued on a Conversion Event must be issued by the Company within 5 Business Days of the Conversion Event; and (ii) the Company must enter the Holder into its register of members as the holder of those Shares as at their issue date. (e) Shares issued on Conversion will rank pari passu with the other Shares on issue and will be issued pursuant to the Company's constitution. The Company will take all

	<p>steps necessary to have the Shares issued on Conversion quoted on ASX.</p>
<p>7 Redemption</p>	<p>Provided that the Holder has not provided a Conversion Notice (and produced and surrendered the then current Note Certificate as required in 'Conversion' above) by 5.00 pm on the date which is 60 Business Days before the Maturity Date,</p> <p>(a) the Holder will be deemed to have elected to have their Notes redeemed; and</p> <p>(b) the Holder must deliver to the Company, prior to the Maturity Date, the Note Certificate(s) then held by that Holder.</p> <p>On the Maturity Date, subject to receiving the Note Certificate(s) the Company must redeem all of the Notes that are then outstanding by paying the Holders thereof:</p> <p>(a) all accrued interest (if any) on the Notes up to and including the Maturity Date; and</p> <p>(b) the Face Value of the Notes then held by that Holder.</p>
<p>8 Transferability</p>	<p>A Note may only be transferred by the Holder with the prior written consent of the Company (in its absolute discretion).</p>
<p>9 Taxes, deductions and withholdings</p>	<p>All sums payable under these Terms of Issue must be paid:</p> <p>(a) free and clear of any restriction or condition; and</p> <p>(b) except to the extent required by law, in full, without any deduction or withholding for or on account of tax or on any other account, whether by way of set-off, counterclaim or otherwise.</p> <p>If the law requires any deduction or withholding by the Company for or on account of tax to be made from any amount paid or payable to a Holder under these Terms of Issue, the Company will ensure that any such deduction or withholding does not exceed the legal minimum and will pay or procure the payment of the amount required to be deducted or withheld to the relevant governmental authority before the date on which penalties attach.</p>

All Correspondence to:

- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993
Sydney NSW 2001 Australia
- 📠 **By Fax:** +61 2 9290 9655
- 💻 **Online:** www.boardroomlimited.com.au
- ☎ **By Phone:** (within Australia) 1300 737 760
(outside Australia) +61 2 9290 9600

YOUR VOTE IS IMPORTANT

For your vote to be effective it must be recorded **before 11:00am (AEST) on Sunday 13 May 2018.**

🖥 TO VOTE ONLINE

- STEP 1: VISIT** www.votingonline.com.au/domacomgm2018
- STEP 2: Enter your Postcode OR Country of Residence (if outside Australia)**
- STEP 3: Enter your Voting Access Code (VAC):**

📱 BY SMARTPHONE



Scan QR Code using smartphone
QR Reader App

TO VOTE BY COMPLETING THE PROXY FORM

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a securityholder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the company's securities registry or you may copy this form.

To appoint a second proxy you must:

- complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- return both forms together in the same envelope.

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

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

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission. An Appointment of Corporate Representative form can be obtained from the company's securities registry.

STEP 3 SIGN THE FORM

The form **must** be signed as follows:

Individual: This form is to be signed by the securityholder.

Joint Holding: where the holding is in more than one name, all the securityholders should sign.

Power of Attorney: to sign under a Power of Attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: this form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is also the Sole Company Secretary, this form should be signed by that person. **Please indicate the office held by signing in the appropriate place.**

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by **11:00am (AEST) on Sunday 13 May 2018.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged using the enclosed Reply Paid Envelope or:

- 🖥 **Online** www.votingonline.com.au/domacomgm2018
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited
GPO Box 3993,
Sydney NSW 2001 Australia
- 👤 **In Person** Boardroom Pty Limited
Level 12, 225 George Street,
Sydney NSW 2000 Australia

Attending the Meeting

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

Your Address
This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left. Securityholders sponsored by a broker should advise their broker of any changes. **Please note, you cannot change ownership of your securities using this form.**

PROXY FORM

STEP 1 APPOINT A PROXY

I/We being a member/s of **DomaCom Limited** (Company) and entitled to attend and vote hereby appoint:

the **Chair of the Meeting (mark box)**

OR if you are **NOT** appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered securityholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the General Meeting of the Company to be held at the offices of **DomaCom Limited, Level 6, 99 Queen Street, Melbourne VIC 3000 on Tuesday 15 May 2018 at 11:00am (AEST)** and at any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or if no directions have been given, as the proxy sees fit.

The Chair of the Meeting will vote all undirected proxies in favour of all Items of business.

STEP 2 VOTING DIRECTIONS
* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.

	For	Against	Abstain*
Resolution 1 Ratification of prior issue of Shares and Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 Ratification of issue of Convertible Security to The Australian Special Opportunity Fund, LP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3 Ratification of prior issue of 3 Year Convertible Notes to unrelated parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4 Ratification of prior issue of Placement Shares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STEP 3 SIGNATURE OF SECURITYHOLDERS
This form must be signed to enable your directions to be implemented.

Individual or Securityholder 1	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..... Contact Daytime Telephone..... Date / / 2018