



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

To: DomaCom Limited Shareholders

Notice of Extraordinary General Meeting

Notice is hereby given that an Extraordinary General Meeting of DomaCom Limited (the **Company**) will be held on **Wednesday 22nd July 2020 at 11am AEST**.

DomaCom advises that due to the current restrictions with respect to indoor gatherings in response to the COVID-10 pandemic the meeting will be held online only. Shareholders will be able to attend through the following link:

<https://domacom.com.au/domacom-egm-webinar/>

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 Extraordinary General Meeting.

Attendee registration via Zoom Teleconference facility will be available between 10.30am and 11.00am AEST on the day of the meeting which will be conducted by the Company's share registry.

In order to provide for an efficient virtual meeting, we request that any questions from Shareholders are provided to the Company Secretary at least 24 hours in advance of the Meeting. We also strongly recommend that all Shareholders lodge their votes via the Company's share registry platform prior to 11.00am on Wednesday 22nd July 2020 or by appointing a proxy prior to 11.00am Monday 20th July 2020.

By order of the Board,

Philip Chard

Company Secretary

AGENDA

1. Resolutions

Resolution 1 – Ratification of amended terms of previously issued 3 Year Secured 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 amended terms of the previously issued 3 Year Secured Convertible Notes to unrelated parties as set out in the Explanatory Statement.”

Voting Exclusion Statement for Resolution 1:

The Company will disregard any votes cast in favour of the resolution by or on behalf of the holders of the 3 Year Secured Convertible Notes; or an associate of those persons. However, the entity need not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on 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 amended terms of previously issued 4 Year Unsecured 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 amended terms of the previously issued 4 Year Unsecured Convertible Notes to unrelated parties as set out in the Explanatory Statement.”

Voting Exclusion Statement for Resolution 2:

The Company will disregard any votes cast in favour of the resolution by or on behalf of the holders of the 4 Year Unsecured Convertible Notes; or an associate of those persons. However, the entity need not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on 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 Extraordinary General Meeting on Wednesday 22nd July 2020.

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 Extraordinary General Meeting.

This Explanatory Statement should be read in conjunction with the Notice of Extraordinary 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 Extraordinary General Meeting, please contact the Company Secretary or your professional adviser.

Resolution 1 – Ratification of amended terms of previously issued 3 Year Secured Convertible Notes to unrelated parties

1.1 General

On 7 December 2018 the Company issued Secured Convertible Notes with a combined face value of \$2,950,000.

On 18 May 2020 the Company amended the terms of the Convertible Notes.

Resolution 1 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the amended terms of the Convertible Notes.

1.2 Key Terms of Convertible Security

The original conversion price for each note of \$0.15 has been revised to \$0.10.

The original maturity date of 7th December 2020 has been revised to 7th December 2021.

Interest of 15% per annum remains unchanged and 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.

Detailed Terms of the Secured Convertible Notes are set out in Appendix A.

1.3 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.

1.4 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.

1.5 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) On 7 December 2018 The Company issued Convertible Notes with a combined face value of \$2,950,000;
- b) The Convertible Notes were issued for an advance of \$2,950,000 less costs;
- c) On 18 May 2020 the terms of the Convertible Notes were amended whereby the maturity date was extended to 7 December 2021 and the conversion price was amended to \$0.10 per Note;
- d) The material terms of the Convertible Notes are set out in Appendix A;
- e) The Convertible Notes were issued to Acentus Pty Ltd ACN 603 726 530 as trustee for Thundering Herd Fund No.1 and Thundering Herd Pty Ltd ACN 603 726 085; and
- f) The funds raised from the issue of the Convertible Notes were used to further develop the DomaCom Products and Platform and meet working capital requirements.

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

Resolution 2 – Ratification of amended terms of previously issued 4 Year Unsecured Convertible Notes to unrelated parties

3.1 General

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

On 18 May 2020 the Company amended the terms of the Convertible Notes.

Resolution 2 seeks Shareholder ratification pursuant to ASX Listing Rule 7.4 for the amended terms of the Convertible Notes.

3.2 Key Terms of Convertible Security

The original conversion price for each note of \$0.20 has been revised to \$0.10.

The original maturity date of 25th January 2021 has been revised to 25th January 2022.

Interest of 10% per annum remains unchanged and 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.

Detailed Terms of the 4 Year Unsecured 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 1.3 and 1.4 above.

By ratifying the amended terms, 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) On 25th January 2018 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) On 18 May 2020 the terms of the Convertible Notes were amended whereby the maturity date was extended to 25th January 2022 and the conversion price was amended to \$0.10 per Note;
- d) The material terms of the Convertible Notes are set out in Appendix B;
- e) 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
- f) The funds raised from the issue of the Convertible Notes were 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.

Business of Extraordinary General Meeting

The Corporations Act require that 28 days' notice is required for Extraordinary 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 in the online meeting.

The agenda of the Extraordinary 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 virtual Extraordinary General Meeting.

Voting Entitlement

The Board has determined that for the purpose of voting at the Extraordinary General Meeting, Shares will be taken to be held by those persons who hold them at 7.00pm AEST on 20th July 2020. 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 Extraordinary General Meeting in respect of that Share.

Proxy Form for Extraordinary 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 20th July 2020.

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 <https://www.votingonline.com.au/dclegm2020> 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 provide prior to the Meeting appropriate evidence of appointment as a representative in accordance with the constitution of the Company. Attorneys are requested to provide prior to the Meeting the original or a certified copy of the power of attorney pursuant to which they were appointed.

Questions and comments by Shareholders at the meeting

In accordance with the Corporations Act and the Company's best practice, a reasonable opportunity will be given to Shareholders at the meeting to ask questions about, or to make comments on, the management of the Company.

Relevant written questions to the Company must be received no later than 11.00am (AEDT) on Tuesday, 21st July 2020.

Please send written questions to:

On-line –via the Boardroom “Voting Online” facility.

Post to – Philip Chard, Level 9, 99 Queen Street, Melbourne VIC 3000

Email – philip.chard@domacom.com.au

Appendix A

Terms of Issue for 3 Year secured Convertible Notes

Issuer	DomaCom Limited ACN 604 384 885
Noteholders	Acentus Pty Ltd ACN 603 726 530 as trustee for Thundering Herd Fund No.1 and Thundering Herd Pty Ltd ACN 603 726 085.
Nature of Interest Issued	Convertible Secured Redeemable Notes (Note)
Note Amount	\$2,950,000
Use of Funds	The funds raised will be used for the working capital purposes of the Issuer.
Issue Date	7 December 2018
<u>Revised Maturity Date</u>	3 years from the Issue Date.
Interest Rate	an interest rate of 15%pa
Default Interest Rate	an interest rate of 20%pa
Interest Calculations	Interest on the Note will accrue from day to day from the Issue Date on the basis of a 365-day year. If Issuer fails to make a redemption or interest payment when due and payable, the Default Interest Rate will apply.
Interest Payment Dates	Interest will be due and payable quarterly in arrears on the relevant Interest Payment Date. The Interest Payment Dates will be the last business day of each quarter, with an initial payment date of 31 March 2019. Where the Notes are converted or redeemed the final Interest Payment Date is the relevant Conversion Date or Redemption Date. In the alternative, the Noteholder may waive its right to the payment of interest in which case the interest due is capitalised at the relevant Interest Payment Date.
Election Date	Unless the Note has been previously redeemed or converted, the Noteholder may elect to convert the Note at any time prior to Maturity. The election must be in writing and delivered to the Issuer. If the Noteholder does not elect to convert the Note prior to Maturity, the election will be taken to be a redemption.

Redemption Date	Upon Maturity (unless the Notes have been converted) or 10 days after the Noteholder issues a Redemption Notice, whichever is the earlier.
Redemption Notice	<p>A notice issued by the Noteholder exercising its right of early Redemption. The Noteholder may exercise such right upon the occurrence of any of the following events which are deemed to be an Event of Default:</p> <ul style="list-style-type: none"> • Issuer is unable to pay its debts as and when they fall due, or takes any action for the purpose of entering into liquidation, or an order for winding up is made, or a receiver, liquidator, provisional liquidator or official manager is appointed in respect of Issuer, or Issuer enters into a deed of arrangement. • Issuer fails to pay any amount on the Note or fails to convert or redeem any Note when required to do so. <p>Any party breaches any collateral agreement including the security documents.</p> <p>Issuer commits a breach of warranty, representation or statement as set out in the Deed.</p>
Redemption	The Note will be redeemed on the Redemption Date for cash at 100% of the Issue Price and any accrued interest up to the Redemption Date.
Conversion Date	Maturity (at the election of the Noteholder) or 10 days after the Noteholder issues a Conversion Notice, whichever is the earlier.
Conversion Notice	A notice issued by the Noteholder exercising its right of early Conversion. The Noteholder may exercise such right at any time after the Issue Date. The Issuer does not have a right to elect to convert the Note.
<u>Revised Conversion Price</u>	a Conversion Price of 10 cents,
Security and Security Documentation	Secured first ranking General Security Agreement in respect of the assets and undertaking of the Issuer and each of its related bodies corporate.
Assignment	The Issuer may not assign or transfer any of its rights or obligations under the Note without the prior written consent of the Noteholder (which may be withheld in the Noteholders absolute discretion).

	<p>A Noteholder may assign or transfer all or part of its rights and obligations under the deed upon written notice to the Company.</p>
<p>Reconstruction</p>	<p>If, after the Issue Date and prior to the Conversion Date, there occurs any reconstruction of the issued share capital of the Issuer including a consolidation, reduction, sub-division or return of capital (Reconstruction), the entitlement of the Noteholder to convert the Note must be reconstructed in the same proportion and manner as the issued capital of the Issuer is reconstructed and in a manner which will not result in any additional benefits being conferred on the Noteholder which are not conferred on holders of ordinary shares and, so far as possible does not prejudice the Noteholder, but in all other respects, the terms of the Note will remain unchanged.</p>

Appendix B

Terms of Issue for 4 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 Conversion	<p>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:</p> <ul style="list-style-type: none">(a) voluntary conversion under this paragraph 4; and(b) the Maturity Date, <p>by providing to the Company a written request for conversion of Notes, and upon production and surrender of the then current Note Certificate.</p> <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.
4 <u>Revised Conversion Price</u>	The Conversion Price is \$0.10 for each Note.
5 Issue Date	25 January 2018
6 <u>Revised Maturity Date</u>	4 years from the Issue Date
7 Conversion Terms	<p>(a) The entire Principal Amount of the Notes held by the Holder will be converted into Shares immediately on voluntary conversion under paragraph 4.</p> <p>(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).</p> <p>(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.</p> <p>(d) Subject at all times to the Corporations Act and the Listing Rules:</p> <p>(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</p> <p>(ii) the Company must enter the Holder into its register of members as the holder of those Shares as at their issue date.</p> <p>(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 steps necessary to have the Shares issued on Conversion quoted on ASX.</p>
8 Redemption	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>(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>9 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>10 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 Monday, 20 July 2020.**

🖥 TO VOTE ONLINE

STEP 1: VISIT <https://www.votingonline.com.au/dclegm2020>

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 Monday, 20 July 2020.** Any Proxy Form received after that time will not be valid for the scheduled meeting.

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

🖥 **Online** <https://www.votingonline.com.au/dclegm2020>

📠 **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

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 Extraordinary General Meeting of the Company **will be conducted virtually on Wednesday, 22nd July 2020 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 intends to vote undirected proxies in favour of each of the items of business.

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

		For	Against	Abstain*
Resolution 1	Ratification of amended terms of previously issued 3 Year Secured Convertible Notes to unrelated parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Ratification of amended terms of previously issued 4 Year Unsecured Convertible Notes to unrelated parties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name.....

Contact Daytime Telephone.....

Date / / 2020