

## ASX Announcement | 15 August 2024 DomaCom Limited (ASX: DCL)

### Loan Funding, Entitlement Offer Underwriting and Board reorganisation

#### Highlights

- DomaCom has secured additional loan funding of \$2.5 million.
- DomaCom has received reconfirmation of a commitment to underwrite \$2.0 million of a Proposed Entitlement Offer.
- DomaCom undertakes Board reorganisation, as it repositions the business for future growth.
- DomaCom secures strategic relationship with Central Real Capital

DomaCom Limited (ASX:DCL) (**'DomaCom'** or **'Company'**), is pleased to announce that the Company has entered into definitive transaction documents with Bricklet Ltd (**Bricklet**) for a loan of \$2.5 million (**New Loan**) and a reconfirmation of a \$2.0m commitment to underwrite an Entitlement Offer (**Underwriting Commitment**). DomaCom is excited to announce a significant Board reorganisation as part of a strategy to set up for future growth.

**Bricklet** is a venture within the Lakeba Group, a business builder dedicated to conceiving, creating, and commercialising FinTech, AI, Cybersecurity, and Proptech ventures. As part of the Lakeba Group, Bricklet benefits from the Group's strategic investments and control over a portfolio of robust operating assets.

#### DomaCom obtains new loan; progresses a planned Capital Raise

The New Loan has an interest rate of 13% and a maturity date of 31 October 2025. The terms of the New Loan are set out in Appendix A. The New Loan is an extension of the Binding Term Sheet announced on 16 May 2024 under which \$0.5m has already been drawn (**Existing Loan**). The New Loan and Existing Loan combined with the \$1.5m drawn initial loan (**Initial Loan**) (ASX Announcements 4 March 2024) represent a total drawn facility of \$4.5m (**Facility**). The amounts drawn under the New Loan and Existing Loan are agreed to be converted into Ordinary Shares of DomaCom at a price of \$0.014 per share subject to compliance with ASX Listing Rules, the Corporations Act and shareholder approval. The conversion of the Existing Loan and the New Loan will result in the issue of 214,285,715 Ordinary Shares. The conversion is subject to shareholder

approvals under the ASX Listing Rules and the Corporations Act.

The 53,571,429 Unlisted Options announced on 16 May 2024 have not yet been issued and will not be issued. Instead, a bonus share (**Bonus Share**) will be issued for each share subscribed under the conversion of the New Loan and Existing Loan. As a result of the agreement to issue Bonus Shares, the conversion of the Existing Loan and the New Loan will result in the issue of a further

214,285,715 Ordinary Shares. The issue of Bonus Shares will be subject to shareholder approvals under the ASX Listing Rules and the Corporations Act. DomaCom is also currently considering an opportunity to undertake an Entitlement Offer. Further details will be released once the terms have been agreed. As announced in the ASX Announcement on 16 May 2024, Bricklet has committed to underwrite \$2.0 million of the Entitlement Offer, if it proceeds. The underwriting would be subject to agreement of underwriting terms and would be subject to definitive agreements, any relevant shareholder approvals and not causing the breach of any ASX Listing Rule, ASIC Regulation or requirement of the Corporations Act. Bricklet has reconfirmed the commitment to underwrite \$2.0 million of the Entitlement Offer.

The capital raise will place the Company in the best possible position to continue its development and expansion. As part of the recapitalisation process, DomaCom will apply to be readmitted to quotation by the ASX. The ASX may or may not allow readmission to quotation to occur.

### **Strategic Alliance with Central Real Capital (CRC)**

As an integral part of the company's recapitalisation and the renewal of the business focus and growth, DomaCom recognised the need to align itself with substantial market participants in the financial services sector. Central Real is a business founded by Mr Tony Denny, which has a substantial presence in the private credit, property and financial services sectors, as well as a strong knowledge of private equity investment. The executive team of DomaCom and Central Real identified the multiple synergistic opportunities and are exploring ways to work together to take advantage of these opportunities. As a consequence, DomaCom is in the process of negotiating an agreement with CRC which is currently being documented whereby it is proposed that CRC will:

-cooperate with DCL in the establishment of new sub-funds in the mortgage banking and private credit sector using the skills and experience of Central Real which DCL believes will to deliver strong recurrent underwritten returns to investors; and

- cooperate with DCL in the establishment of a new fund to utilise Superannuation Equity Release in a model developed by Super Bond Australia Pty Ltd to facilitate the growth of residential purchase opportunities; and
- cooperate with DCL with the establishment of marquee property asset funds with solid lease-based returns and strong capital growth prospects; and
- cooperate with DCL to explore the applications for monetisation of the secondary market opportunities available to DCL through its current AFSL licence permits and conditions; and
- work with DCL to finalise terms whereby CRC will provide a partial underwriting of the proposed entitlement issue or capital raise to assist DCL in achieving its expansion goals; and
- work with DCL to identify other potential underwriters and significant investors; and
- provide DCL with additional skills and resources which reside in Central Real; and

CRC will also assist DCL with its strategy to secure favourable terms for the conversion of current debt instruments to strengthen and improve the balance sheet of DCL.

The final agreement terms have yet to be executed, but it is expected that this will occur in the coming weeks, and a supplementary announcement will be made. The board is confident that the final terms will indeed enhance the summary included in this announcement.

### **Board Renewal**

DomaCom is able to announce significant changes to the Board of Directors. Chairman and non-executive Director Professor John Hewson AM has resigned from the Board, and Dr Alberto Basile, Mr Raymond Jourdan and Mr Vinuraj Koliyat have been appointed as non-Executive directors. Non-executive Director Mr Ross Landles has been appointed as Chairman. The changes are made with immediate effect.

John has had a significant positive impact on the business as Chairman during a period of transition where we have sought to further strengthen our compliance regime and corporate governance. John has left the Board for personal reasons. The role of Chairman has passed to Ross Landles who has extensive experience leading businesses within the financial service sector and ASX listed entities. Ross has developed a deep understanding of DomaCom since joining the Investment

Committee on 13 June 2023. Ross has been a Non-Executive Director of DomaCom since 23 May 2024.

DomaCom is pleased to announce the appointment of Dr. Alberto Basile to its Board of Directors. Dr. Basile brings a wealth of experience and expertise in finance, risk, and compliance frameworks, making him an invaluable addition to the company. His ability to establish and maintain robust checks and controls will enhance DomaCom's risk management and compliance capabilities, ensuring the company continues operating with the highest integrity and accountability standards. Alberto Basile will lead the new risk and compliance frameworks and act as Chairman of the Risk and Compliance Committee.

Dr. Basile's career spans multiple continents, including Australia, China, and Europe, providing him with a diverse perspective and a deep understanding of global financial markets. With nine years of experience at Risk Oversight of the Interest Rate Derivative desk of National Australia Bank, Dr. Basile honed his skills in finance and risk management, laying a strong foundation for his subsequent roles. As Head of Finance and advisor to the Board of Panthera Group, he played a crucial role in overseeing a commercial property business with a portfolio of regional shopping centres in NSW. Furthermore, Dr. Basile has held various key positions such as AMLCTF Compliance Officer for the digital currency exchange Paid By Coins, Chief Risk Officer at Lakeba Group, and non-executive Director for a public company Bricklet and an ASX-listed company Gratifii (ASX:GTI), a digital loyalty platform previously known as Mobecom. He is also a Graduate of the Australian Institute of Company Directors and holds a PhD in Mathematics from the Australian National University, underscoring his commitment to excellence and continuous learning. DomaCom is confident that Dr. Basile's appointment will strengthen the Board's ability to navigate the complex regulatory landscape and drive the company's strategic growth initiatives.

DomaCom is pleased to announce the appointment of Mr Ray Jourdan to its Board of Directors. Ray has a background in law and business with experience that spans property, financial services, tourism & hospitality, technology and humanitarian development. As a strong strategic and innovative thinker, Ray has been working in the property space for more than 20 years, both investing and developing. Ray has a strong interest and has invested in PropTech businesses and is passionate about making it easier for people to invest in property and buy homes.

Ray holds an LLB and practising certificate with the Law Society of NSW and is also a licensed real estate agent.

DomaCom is thrilled to welcome Mr Vinuraj Koliyat to our Board of Directors. Vinu is a results-driven, strategic executive with extensive experience in product innovation and technology leadership. He has a proven track record of transforming start-ups into thriving, revenue-generating enterprises. His expertise spans business analysis, technical operations, product management, and change management, making him a versatile leader with a keen ability to align company strategies with effective execution.

Vinu brings a wealth of experience in building successful technology businesses and delivering scalable solutions across diverse industry verticals. He has consistently driven growth and created value, leveraging his technical skills as a software engineer and his business acumen as an MBA graduate. Additionally, his certification from MIT in the implications of Artificial Intelligence for business strategy equips him to bridge the gap between emerging technologies and strategic applications, ensuring that companies can harness AI for competitive advantage. His core values including a strong commitment to customer-centricity, intellectual curiosity, and a passion for innovative thinking make him a dynamic addition to our board.

Beyond his technical and operational expertise, Vinu is known for his hands-on leadership, excelling in rallying and inspiring teams. His experience in developing global partner strategies and designing change management initiatives has added significant value to his previous ventures. We are confident that Vinu's unique blend of skills and experience will play a crucial role in guiding DomaCom toward continued success and growth.

The remuneration of the 3 new Directors initially will be made partly through the issue of share options. DomaCom agrees to issue, subject to subsequent shareholder approval and compliance with ASX Listing Rules, Corporations Law and other applicable regulatory requirements, up to 2,615,289 unlisted options with a maturity date of 31 August 2026 and an exercise price of \$zero to each of the 3 new Directors, being 7,845,867 options in total. If shareholder approval is not provided, the relevant Director Fees will be paid in cash within one month and future Director fees will be paid in cash. The terms of the Options are set out in Appendix B.

### **Repayment of Secured Convertible Notes**

As part of the refinancing initiative, DomaCom has repaid \$486,000 due under the Secured Convertible Notes transaction originating through Melbourne-based institution investor Thundering Herd (**Thundering Herd Notes**).

### **Conversion of trade creditor to loan**

As part of the process of strengthening the financial position of the Company, the principal IT service provider has agreed to convert amounts due under the service agreement to an unsecured loan. The loan of \$200,000 has interest payable of 13% pa paid on maturity and a maturity date of 1 January 2026. In addition DomaCom has agreed to issue, subject to subsequent shareholder approval, 14,285,715 unlisted Options to the Lender with a maturity date of 31 May 2025 and an exercise price of \$0.014. The Terms of the Options are set out in Appendix C.

**DomaCom CEO Steve James commented,** “We are pleased that CRC and Bricklet continue to see the growth potential in the DomaCom business. This additional funding supplied by Bricklet will provide DomaCom with additional financial support as the Company executes the next stage of its growth strategy.

We would like to thank John Hewson for his commitment and drive over a during his time as Chairman. His knowledge and expertise have been invaluable as DomaCom has gone through a transitional period. We are sad to see him go and we wish him well in their future endeavours.

We welcome Alberto, Ray and Vinu to the Board. We have an absolute commitment to continue to develop our compliance capabilities and look forward to making use of their significant experience to enable future growth in a very strongly controlled compliance environment.”

**Bricklet and Lakeba Group Chairman Giuseppe Porcelli commented,** “We are pleased about our extended collaboration with DomaCom. Our shared vision for the future of fractionalised investments drives exciting plans. The proposed board appointments will contribute expertise in Real Estate, Fintech, Governance, and Compliance. We are thrilled to join forces with Tony Denny and Central Real Capital as we embark on this exciting new chapter of the DomaCom journey.”

**CRC Founder and CEO Tony Denny said,** “I am happy to work with the board of DomaCom to change the face of DCL so it becomes well placed both financially and strategically to provide a product line to investors which have strong income and/or capital returns prospects, and which have a very different risk profile to those products that DCL presently offers to the investors. I am confident that we can assist DCL with our financial capacity and sector skills to enable all stakeholders to derive benefit. We have already identified 4 fund opportunities in marquee property assets and financial products that will drive substantial returns and income to investors and DCL alike.”

**Ross Landles Chairman of DomaCom said,** “Central Real is exactly the profile of company we are looking to align ourselves with. We need to have a different product profile available for investors and one which is reliable and sustainable.

The products we have identified with Central Rela provide that reliability and this combined with additional financial support by CRC represent an outstanding opportunity for our company to undertake a transformative change. I look forward to working with Tony and his executive team whom I have come to know well to implement the plans.”

**Matthew Fletcher, Managing Director of MSC Trustees commented,** “As the Trustee for the DomaCom Fund (Fund), we are encouraged that DCL is pursuing a strategic alliance with CRC and we look forward to DCL and CRC reaching final terms which we expect will enhance the outlook for DCL considerably. The participation of the Lakeba Group expands the skills and experience that DCL can draw on as Manager of the Fund, and the combined vision of the major stakeholders will ultimately be of benefit to all investors in the Fund.”

This announcement has been authorised for release to the market by Company Secretary Philip Chard. **End**

For further information, please contact:

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**About DomaCom**

DomaCom Limited (ASX:DCL) is the operator of an innovative managed investments platform for a wide range of assets across wholesale and retail markets. The platform offers investors and financial advisers easy access, reporting and transparency with comparatively lower minimum investments and competitive costs and structures. Investments on the platform can include a range of unique assets from agriculture, energy, securities, commercial and residential property.

As a leader in the Australian financial sector, DomaCom has a reputation for innovative structures and making portfolio diversification a reality for investors.

To learn more, please visit: [www.domacom.com.au](http://www.domacom.com.au)

**About Bricklet**

Bricklet Ltd is part of the Lakeba Group portfolio. Bricklet is revolutionising the property market by providing innovative solutions for aspiring homeowners and



investors. Bricklet's mission is to make property ownership accessible, flexible, and hassle-free.

To learn more, please visit: [www.bricklet.com.au](http://www.bricklet.com.au)

### **About Lakeba Group**

Lakeba builds and scales ventures that deliver high returns with low investment and minimized risk. Using proprietary AI, extensive business and tech expertise, and scalable shared services, Lakeba supports every phase of business development. Since inception, it has launched 15 ventures, with three successfully spun out.

Lakeba's AI-driven neural network identifies business opportunities by analysing digital patterns, which are then validated and developed by experienced entrepreneurs. Collaborating with partners and industry stakeholders, Lakeba transforms these opportunities into fully realised ventures. The Group continuously enhances and commercializes these businesses, ensuring they deliver ongoing value globally.

Lakeba Group was founded by Giuseppe Porcelli, a visionary in future technology.

### **About Central Real Capital**

As a boutique private lending business, Central Real Capital offers fast and flexible debt solutions as an alternative to mainstream banks. We pride ourselves on a commercial approach to our lending criteria and a genuine speed to market as the ultimate decision makers for all credit applications. Complementing our lending capabilities our Team also possess an in depth property and construction knowledge that allows Central Real Capital to successfully partner in real estate projects as a preferred equity participant.



## Appendix A: Key terms of Loan Deed of Amendment

The terms detailed below relate to additional funding set out in the Deed of amendment and restatement of Initial Loan Facility Agreement (as varied) (ASX Announcement 4 March 2024) and Second Loan Agreement (ASX Announcement 16 May 2024). The table below does not set out to repeat all terms that continue to exist from the Initial Loan Facility Agreement and Second Loan Agreement.

<b>Borrower</b>	DomaCom Limited ( <b>DomaCom</b> )
<b>Lead Lender</b>	Bricklet Ltd ( <b>Bricklet</b> )
<b>Supporting Lender</b>	The Lead Lender, with the consent of DomaCom, may assign the fulfillment of the commitment to supporting lender(s). The commitment for the Loan Amount remains with Bricklet. Lead Lender and Supporting Lenders are defined as the Lenders.
<b>Initial Loan Amount</b>	\$1,500,000 already drawn under Initial Loan Facility Agreement (ASX Announcement 4 March 2024)
<b>Existing Loan Amount</b>	\$500,000 already drawn under Second Loan Agreement (ASX Announcement 16 May 2024)
<b>New Loan Amount</b>	\$2,500,000 to be drawn under Deed of Amendment
<b>Facility and Facility Limit</b>	\$4,500,000 being the sum of the amounts drawn and to be drawn under the Initial Loan Facility Agreement, Second Loan Agreement and Deed of Amendment.
<b>New Loan Interest Rate</b>	13% per annum paid quarterly in arrears.
<b>New Loan Default Interest Rate</b>	Interest Rate + 5% per annum

<b>Maturity Date</b>	31 October 2025
<b>Security</b>	DomaCom has committed to seek approval from existing Convertible Noteholders to grant security to the Lenders. The granting of the security is subject to an existing Noteholder vote the outcome of which cannot be determined at the date of signing of the Loan Agreement.
<b>Repayment</b>	<p>The Lenders can request repayment of the Initial Loan Amount and Existing Loan Amount if either First Repayment Event or Second Repayment Event occurs. The Repayment would be made on or before the applicable Repayment Event Date.</p> <p>The Lenders can request repayment of any Money Owing under the Facility if the Third Repayment Event Occurs. The Repayment would be made on or before the applicable Repayment Event Date.</p>
<b>First Repayment Event</b>	First Repayment Event occurs the Borrower completes an Entitlement Offer and funds are received from existing shareholders (after deducting the costs of the Entitlement Offer) in excess of the Initial Loan Amount and Existing Loan Amount.
<b>Second Repayment Event</b>	Second Repayment Event occurs if the Borrower completes an Entitlement Offer and the funds that are received from existing shareholders (after deducting the costs of the Entitlement Offer) are below the Initial Loan Amount and Existing Loan Amount.
<b>Third Repayment Event</b>	Third Repayment Event occurs if, at 31 October 2025, there remains any Money Owing that has not been converted into DCL Shares. Money owing represents amounts borrowed under the Facility.
<b>First Repayment Event Date</b>	2 business days after the Borrower receives an amount that is greater than the Facility Limit in subscriptions for an Entitlement Offer (after deducting the costs of the Entitlement Offer).

<b>Second Repayment Event Date</b>	2 business days after the Borrower receives an amount that is equivalent to the Facility Limit through subscriptions from the underwriting of an Entitlement Offer by an Underwriter (after deducting the costs of the Entitlement Offer).
<b>Third Repayment Event Date</b>	31 October 2025.
<b>Conversion</b>	In exchange for amounts owing under the Existing Loan and New Loan, and subject to all necessary shareholder approvals under the ASX Listing Rules and the Corporations Act, DomaCom will issue up to 214,285,715 Ordinary Shares in DomaCom Limited to the Lender at a price of \$0.014 per share.
<b>Bonus Shares</b>	<p>As part of the Conversion, subject to all necessary shareholder approvals under the ASX Listing Rules and the Corporations Act, DomaCom will issue one free bonus share for each share subscribed under the Conversion, being up to 214,285,715 Ordinary Shares in DomaCom Limited.</p> <p>For the avoidance of doubt, the prior arrangement for the issue of up to 53,571,429 unlisted options under the existing Loan Agreement dated 16 May 2024 will be replaced with this bonus share arrangement.</p>

<b>Use of Funds</b>	DomaCom will use the funds received from the Lender to: <ul style="list-style-type: none"><li data-bbox="656 373 1300 443">(a) to discharge any remaining indebtedness to Thundering Herd Pty Ltd;</li><li data-bbox="656 464 1349 569">(b) payment of trade creditors to parties and in amounts as agreed in writing between the Lead Lender and the Borrower, from time to time;</li><li data-bbox="656 590 1349 737">(c) for the Borrower's working capital, in amounts and for purposes as agreed in writing between the Lead Lender and the Borrower, from time to time; and</li><li data-bbox="656 758 1349 863">(d) for any other purpose that the Lead Lender may determine in its sole discretion and agree in writing.</li></ul>
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<b>Conditions precedent</b>	<p>The obligation of the Lenders to provide the Utilisation to the Borrower is subject to the Lender being satisfied:</p> <ul style="list-style-type: none"><li>(a) <b>(receipt of documents)</b> that it has received this deed properly executed by the Borrower;</li><li>(b) <b>(no Event of Default)</b> that no Event of Default subsists or will result from the Utilisation being provided;</li><li>(c) <b>(no Potential Event of Default)</b> that no Potential Event of Default subsists or will result from the Utilisation being provided;</li><li>(d) <b>(representations and warranties)</b> each representation and warranty by the Borrower is true and correct and is neither misleading nor deceptive as at the date of the Utilisation as though it had been made on and as of that date;</li><li>(e) <b>(solvency)</b> such evidence as the Lead Lender may require as to the fact that no Insolvency Event has occurred or would occur in respect of the Borrower on or following the Utilisation;</li><li>(f) <b>(availability of funds)</b> provision of the Utilisation will not cause the Facility Limit to be exceeded;</li><li>(g) <b>(fees, costs and expenses)</b> all fees, costs and expenses due and payable by the Borrower under this deed as at the relevant Utilisation Date have been paid or will be paid out of the Utilisation; and</li><li>(h) <b>(other)</b> any other information that the Lead Lender may request in its discretion.</li></ul>
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<p><b>Events of Default</b></p>	<p>An Event of Default occurs, whether or not it is within the control of the Borrower, if:</p> <ul style="list-style-type: none"> <li>(a) <b>(Failure to obtain shareholder approvals)</b> the Borrower fails to obtain all ASX, Corporations Act and other shareholder approvals required under clause <b>Error! Reference source not found.</b> by 15 November 2024;</li> <li>(b) <b>(Failure to lodge a Cleansing Prospectus)</b> the Borrower fails to lodge a Cleansing Prospectus by 15 November 2024;</li> <li>(c) <b>(Failure to proceed with Entitlement Offer)</b> the Borrower fails to launch the Entitlement Offer under clause <b>Error! Reference source not found.</b> by 15 November 2024;</li> <li>(d) <b>(Failure to discharge first ranking security)</b> the Borrower fails to have discharged the first ranking security granted in favour of Thundering Herd Pty Ltd and/or its related parties as a result of payment of the First Drawdown, with such security being released within 5 Business Days of the First Drawdown;</li> <li>(e) <b>(payment obligation)</b> the Borrower does not pay any of the Money Owing that is due and payable by it under any Finance Document or if the Lenders are satisfied that the sole reason for the failure is a technical or administrative difficulty within the banking system being used to effect payment, within two Business Days after the due date for payment;</li> <li>(f) <b>(other obligation)</b> the Borrower fails to comply with any obligation under a Finance Document (other than an obligation under paragraph (a) above) and the breach is incapable of remedy or, where the breach is capable of remedy, fails to remedy that breach within ten Business days of the earlier of: <ul style="list-style-type: none"> <li>(i) receipt by the Borrower of a Notice from the relevant Lender requesting it to do so; and</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"><li>(ii) it becoming aware of the failure to comply;</li><li>(g) <b>(insolvency)</b> an Insolvency Event occurs with respect to the Borrower;</li><li>(h) <b>(Authorisation suspended)</b> an Authorisation is suspended, revoked, terminated, cancelled or not renewed and is not replaced by another Authorisation on terms acceptable to the relevant Lender or is varied or becomes subject to conditions unacceptable to the relevant Lender;</li><li>(i) <b>(untrue warranty)</b> a representation, warranty or statement made or deemed to be made by or on behalf of the Borrower in a Finance Document is untrue or misleading (provided that if in the opinion of the Lead Lender this is capable of remedy, it is remedied within five Business Days after the Lead Lender giving notice to the Borrower);</li><li>(j) <b>(Finance Documents):</b><ul style="list-style-type: none"><li>(i) a party to a Finance Document instigates any legal action to dispute the enforceability of all or any of the Lender's rights under any Finance Document;</li><li>(ii) all or any part or provision of any Finance Document is or becomes, or a party to any Finance Document attempts to have all or any part or provision of any Finance Document made, illegal, void, voidable, unenforceable or otherwise of limited force or effect; or</li><li>(iii) all or any part or provision of any Finance Document is terminated, rescinded or avoided, or any party to a Finance Document becomes entitled to terminate, rescind or avoid all or any material part or material provision of any Finance Document;</li></ul></li></ul>
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	<ul style="list-style-type: none"> <li>(k) <b>(unlawfulness)</b> it is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents; or</li> <li>(l) <b>(Material Adverse Effect)</b> an event or series of events, whether related or not, occurs which has or is likely to have a Material Adverse Effect.</li> </ul>
<p><b>Participation in subsequent capital raising activities</b></p>	<p>DomaCom agrees to carry out an Entitlement Offer. The terms are general in nature and will be subject confirmation and a separate ASX Announcement. The Entitlement Offer will be carried out generally on the following terms:</p> <ul style="list-style-type: none"> <li>a) the total value of the offer is \$6,000,000;</li> <li>b) the price per share is \$0.014 per share;</li> <li>c) for each 3 shares that are subscribed to by a participant in the Entitlement Offer, they shall be granted 1 loyalty option with an option term of 12 months exercisable \$0.014; and</li> <li>d) otherwise to be on any other terms required by ASX and as may be agreed in writing by the parties.</li> </ul> <p>If the Borrower proceeds with an Entitlement Offer the Lender:</p> <ul style="list-style-type: none"> <li>a) agrees to underwrite (directly or indirectly) the Entitlement Offer up to a maximum amount of \$2,000,000; and</li> <li>b) agrees to use its best endeavours to identify a non-related party (or parties) to provide additional underwriting commitments of up to a maximum amount of \$2,000,000.</li> </ul> <p>Participation in any Entitlement Offer or Placement would be conditional on it not causing the breach of any ASX Listing Rule, ASIC Regulation or requirement of the Corporations Act and may be subject to shareholder approval (which will be the case unless an exemption to Listing Rule 7.1 is available).</p>

## Appendix B: Option Terms – Expiry 31 August 2026

### 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 DomaCom (**'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, at any time after the time of its grant, and prior to 31 August 2026 (the ***Option Expiration Date***) after which time it will lapse.
- (c) The Options will not be quoted on the ASX.

#### 1.2 Exercise of Options

- (a) An Option holder may exercise any of its Options at any time prior to their expiration, by delivery of:
  - (i) a copy, whether electronically 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 (being \$zero per Option) 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 ten (10) 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 ten (10) 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 C: Option Terms – Expiry 31 May 2025

### 2. Terms of the Options

#### 2.1 Nature of Options

- (a) Each Option shall grant the holder of that Option the right but not the obligation to be issued by DomaCom (**'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, at any time after the time of its grant, and prior to 31 May 2025 (the ***Option Expiration Date***) after which time it will lapse.
- (c) The Options will not be quoted on the ASX.

#### 2.2 Exercise of Options

- (a) An Option holder may exercise any of its Options at any time prior to their expiration, by delivery of:
  - (i) a copy, whether electronically 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 (being \$0.014 per Option) 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 ten (10) 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.

### **2.3 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.

### **2.4 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).

### **2.5 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.

## **2.6 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.

## **2.7 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 ten (10) Business Days.

## **2.8 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.

## **2.9 Redemption**

The Options shall not be redeemable by the Company.

## **2.10 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.