



## 2023 Annual General Meeting

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Thursday 23 November 2023

11:00am (AEDT)

Unit 1 2 Daydream Street, Warriewood NSW 2102

# Letter from the Chairman

19 October 2023

Dear Shareholder

I am pleased to invite you to attend the 2023 Annual General Meeting (**AGM**) of Ambertech Limited to be held on Thursday 23 November 2023 at 11:00am AEDT.

## Annual Report

The company's annual report has been dispatched to shareholders and posted online along with the notice of meeting. The annual report contains a detailed account of the performance of the company for the 2023 financial year and I would encourage you to read the various statements in it carefully.

## Notice of Meeting

The Notice of Annual General Meeting explains in detail the items of business you will be asked to consider at the AGM. You should carefully read the Notice and Explanatory Notes before deciding how to vote on the resolutions. If you are unable to participate in the AGM, you may vote directly or appoint a proxy to act on your behalf prior to the AGM.

You may register your voting instructions or appoint a proxy electronically at [www.votingonline.com.au/amoagm2023](http://www.votingonline.com.au/amoagm2023) or complete and return a voting form by facsimile or by post so that it is received by the Company no later than 11:00am (Sydney time) on Tuesday 21 November 2023.

We look forward to welcoming you at the 2023 AGM.

Yours sincerely



Peter Wallace  
Chairman

# Notice of Meeting

Notice is hereby given that the Annual General Meeting (**AGM**) of Ambertech Limited (“the Company”) will be held at Unit 1, 2 Daydream Street, Warriewood on Thursday 23 November 2023 at 11:00am.

## Agenda

Items of business to be conducted are as follows:

### 1. Receipt of Financial Statements and Reports

To receive and consider the Financial Report and the Reports of the Directors and Auditors thereon for the year ended 30 June 2023. Note: No resolution is required for this item.

### 2. Re-Election of Mr Thomas Amos as a director of the Company

Resolution 1: To consider, and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That Mr Thomas Amos, who retires by way of rotation in accordance with Article 6.1 of the Company’s Constitution, and, being eligible offers himself for election, is re-appointed a director of the Company.”

### 3. Re-Election of Mr Santo Carlini as a director of the Company

Resolution 2: To consider, and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That Mr Santo Carlini, who retires by way of rotation in accordance with Article 6.1 of the Company’s Constitution, and, being eligible offers himself for election, is re-appointed a director of the Company.”

### 4. Re-Election of Mrs Janine Rolfe as a director of the Company

Resolution 3: To consider, and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That Mrs Janine Rolfe, who retires by way of rotation in accordance with Article 6.1 of the Company’s Constitution, and, being eligible offers herself for election, is re-appointed a director of the Company.”

### 5. Issue of Options to a director under the Employee Share Option Scheme – Mr Peter Amos

Resolution 4: To consider, and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That for the purpose of ASX Listing Rule 10.14, the proposed issue to Mr Peter Amos of 750,000 options in the Company pursuant to the Ambertech Employee Share Option Plan, as described in the Explanatory Notes to the Notice of Meeting, be approved.”

## 6. Approval of 10% Placement Capacity

Resolution 5: To consider, and, if thought fit, to pass the following resolution as a **special resolution**:

“That, pursuant to and in accordance with ASX Listing Rule 7.1A and for all other purposes, the shareholders of the Company approve the issue of equity securities up to 10% of the issued equity securities of the Company (at the time of the issue) calculated in accordance with the formula prescribed in ASX Listing Rule 7.1A.2 and on the terms and conditions described in the Explanatory Memorandum which forms part of this Notice of Meeting.”

## 7. Remuneration Report

Resolution 6: To consider, and, if thought fit, to pass the following resolution as an **advisory resolution**:

“That pursuant to and in accordance with section 250R(2) of the Corporations Act the Remuneration Report for 2023, as contained within the Annual report of the Company, be adopted.”

Note: This resolution is **non-binding**. The Directors will consider the outcome of the vote and feedback from Shareholders at the meeting when considering the Company’s remuneration policies.

By order of the Board



Robert Glasson  
Company Secretary  
19 October 2023

# Voting Instructions

## Admission to Meeting

Shareholders who will be attending the meeting, and who will not be appointing a proxy, are requested to bring the proxy form to the meeting to help speed admission.

Shareholders who do not plan to attend the meeting are encouraged to complete and return the proxy for each of their holdings of Ambertech Limited shares.

## Proxies

If you are unable to attend and vote at the meeting and wish to appoint a person who will be attending as your proxy, please complete the enclosed proxy form. This form must be received by the Company at least 48 hours before the scheduled commencement time for the meeting.

A member entitled to attend and vote at this meeting is entitled to appoint not more than two proxies (who need not be members of the Company) to attend and vote for the member at the meeting. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes each proxy may exercise, each proxy may exercise half of the votes. A single proxy exercises all voting rights.

The Chairman intends to vote undirected proxies for Resolutions 1-6.

Proxies will only be valid and accepted by the Company and/or the share registry if they are signed and forwarded to the Company at the address or facsimile number quoted below so as to be received not later than 48 hours before the meeting.

The completed Proxy Form may be mailed/delivered to the Company's share registry, Boardroom Pty Limited at GPO Box 3993, Sydney NSW 2001, or Level 12, 225 George Street Sydney 2001.

Proxies can also be lodged electronically at [www.votingonline.com.au/amoagm2023](http://www.votingonline.com.au/amoagm2023) using the Voting Access Code (VAC) on the front of your proxy form. You will be taken to have signed your proxy form if you lodge it in accordance with the instructions given on the website.

The Company has determined in accordance with regulations pursuant to section 1074E of the Corporations Act 2001 that for the purpose of voting at the meeting, shares will be taken to be held by those persons recorded on the Company's register as at 7:00pm (EDST) on Tuesday 21 November 2023.

# Explanatory Memorandum

The Directors of the Company recommend shareholders read this explanatory memorandum in full before making any decision in relation to the resolutions. The following information should be noted in respect of the various matters contained in the accompanying Notice.

## **Resolution 1 – Re-election of Thomas Amos as a Director of the Company**

Article 6.1 of the Company's Constitution provides that at every Annual General Meeting of the Company a one-third of Directors (rounded down to the nearest whole number) shall retire from office. A retiring Director is eligible for re-election. Accordingly, pursuant to Article 6.1 of the Company's Constitution, Mr Thomas Amos, being a Director of the Company, retires by way of rotation and being eligible, offers himself for re-election as a Director of the Company.

### **Recommendation**

The Board (with Mr Amos abstaining) unanimously recommends that Shareholders vote in favour of this resolution.

## **Resolution 2 – Re-election of Santo Carlini as a Director of the Company**

Article 6.1 of the Company's Constitution provides that at every Annual General Meeting of the Company any director (other than the Managing Director) who, if he does not retire, will at the conclusion of the meeting have been in office for 3 or more years and for 3 or more annual general meetings since last elected to office, shall retire from office. A retiring Director is eligible for re-election.

Accordingly, pursuant to Article 6.1 of the Company's Constitution, Mr Santo Carlini, being a Director of the Company, retires by way of rotation and being eligible, offers himself for re-election as a Director of the Company.

### **Recommendation**

The Board (with Mr Carlini abstaining) unanimously recommends that Shareholders vote in favour of this resolution.

## **Resolution 3 – Re-election of Janine Rolfe as a Director of the Company**

Article 6.1 of the Company's Constitution provides that a Director appointed to the Board under Rule 6.1(d) must retire from office at the next general meeting following their appointment. A retiring Director is eligible for re-election under Rule 6.1(i). Accordingly, pursuant to Article 6.1 of the Company's Constitution, Mrs Janine Rolfe, being a Director of the Company, retires and being eligible, offers herself for re-election as a Director of the Company.

### **Recommendation**

The Board (with Mrs Rolfe abstaining) unanimously recommends that Shareholders vote in favour of this resolution.

## **Resolution 4 – Issue of Options to Director**

This resolution seeks shareholder approval for a proposed issue of options to Mr Peter Amos.

ASX Listing rule 10.14 requires a listed entity to obtain prior shareholder approval for the issue of securities to the Directors of the Company under an employee incentive scheme. The Company is proposing to issue options to Mr Peter Amos under the Employee Share Option Plan.

If Resolution 4 is passed, the Company will be able to proceed with the proposed issue of Options to Mr Amos. If Resolution 4 is not passed, the Company will not be able to proceed with the issue of Options to Mr Amos which may result in the Company seeking less effective methods to provide incentives.

The Board announced the intent to issue these options (subject to approval) via an ASX Appendix 3G on 17 October 2023.

The following information is provided in relation to the terms of the options and for the purposes of ASX Listing Rule 10.15:

- (a) The Managing Director, Mr Peter Amos, will be issued with 750,000 options, at an exercise price of \$0.267 expiring on 16 October 2028. The closing share price, on the date on which the resolution to grant these options by the Board of Directors was passed, was \$0.20. The issue price reflects a premium of 20% to the 20 Day Volume Weighted Average Daily market price for the Company's shares as at the date of Board approval.
- (b) The options will be issued for no consideration (but with an exercise price as described above);
- (c) The options will be subject to the following vesting schedule:
  - i. 187,500 Options will on 1 December 2023;
  - ii. 187,500 Options will on 30 September 2024;
  - iii. 187,500 Options will vest on 30 September 2025; and
  - iv. 187,500 Options will vest on 30 September 2026.
- (d) The unvested options have performance hurdles attached, including profitability and dividends.
- (e) The options will expire 5 years from the date of issue (the full terms of the Options are described in the terms of the Ambertech Limited Employee Share Option Plan, attached to this notice);
- (f) Peter Amos is the only Director entitles to participate in the Employee Share Option Plan;
- (g) There is no loan in relation to the acquisition by Peter Amos;
- (h) The options are expected to be issued by 30 November 2023, but in any event will be issued no later than 12 months after the meeting;
- (i) The total current remuneration package received by Mr Peter Amos is as follows:

Salary	Cash Incentive	Superannuation	Total
\$407,500	\$140,000	\$27,500	\$575,000

- (j) At the date of this notice, the options were valued by the Company at \$20,235 based on a Black & Scholes options valuation model.
- (k) Options over ordinary shares with appropriate performance hurdles are viewed by the Company as a way of ensuring alignment of the goals of executive management and the creation of shareholder value.
- (l) The number of Options that have previously been issued to Mr Amos under the employee incentive scheme is 1,000,000 at nil acquisition price.
- (m) Details of any securities issued under the scheme will be published in the annual report of the entity relating to the period in which they were issued, along with a statement that approval for the issue was obtained under listing rule 10.14.
- (n) Any additional persons covered by listing rule 10.14 who become entitled to participate in an issue of securities under the scheme after the resolution is approved and who were not named in the notice of meeting will not participate until approval is obtained under that rule.
- (o) A copy of the Ambertech Limited Employee Share Option Plan is attached to this notice.

### Voting Exclusion Statement

The Company will disregard any votes cast on this resolution by Mr Peter Amos or any Associate) (such as close family members and any controlled companies). However, the Company will not disregard the vote if:

- (a) It is cast by a person as proxy for a person who is entitled to vote in accordance with directions on the proxy form; or
- (b) the vote is cast by the person chairing the Annual General 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

Further, Mr Peter Amos may not vote as a proxy on this resolution if the appointment does not specify how the proxy is to vote. However, the Chairman can vote undirected proxies, provided the proxy expressly authorizes the Chairman to do so, which you may do by marking the designated box on the proxy form.

### **Recommendation**

The Board (with Mr Peter Amos abstaining) unanimously recommends that Shareholders vote in favour of this resolution. The Chairman of the meeting intends to vote all undirected proxies in favour of Resolution 4.

### **Resolution 5 – Approval of 10% Placement Capacity**

Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period, subject to a number of exceptions. Under Listing Rule 7.1A an eligible entity can seek approval from its members, by a special resolution passed at its annual general meeting, to issue an additional 10% of its issued ordinary shares.

An eligible entity for the purposes of Listing Rule 7.1A is an entity that is not included in the S&P/ASX 300 Index and has a market capitalisation of less than \$300 million. As of the date of this Notice of Meeting, the Company is not included in the S&P/ASX 300 Index, it has a market capitalisation of less than \$300 million, and is therefore an eligible entity. This Resolution seeks shareholder approval by special resolution for the Company to have the capacity to issue an additional 10% of its issued capital pursuant to Listing Rule 7.1A.

If this Resolution is passed, the Company will be able to issue equity securities up to the combined 25% limit in Listing Rules 7.1 and 7.1A without further shareholder approval, during the period ending on the earlier of 12 months from the 2023 AGM, the next AGM, or the date of any resolution approving a transaction under ASX Listing Rule 11.1.2 or 11.2.

If this resolution is not passed, the Company will be limited to issue equity securities up to 15% as per Listing Rule 7.1.

### Information required by ASX Listing Rule 7.3A

The following information is provided to shareholders for the purposes of Listing Rule 7.3A.

#### *Period for which the approval will be valid:*

An approval under this Listing Rule 7.1A commences on the date of the AGM at which the approval is obtained and expires on the first to occur of the following:

- a) the date which is 12 months after the date of the annual general meeting at which the approval is obtained;
- b) the time and date of the entity's next annual general meeting; and
- c) the time and date on which Shareholders approve a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of activities) or 11.2 (disposal of main undertaking).

#### *Minimum price at which the equity securities may be issued under Listing Rule 7.1A:*

Any equity securities issued under Listing Rule 7.1A.2 must be an existing quoted class of the Company's equity securities and issued for cash consideration. The issue price per equity security must not be less than 75% of the volume weighted average market price of the equity securities in that class, calculated over 15 trading days on which trades in that class were recorded immediately before:

- a) the date on which the price at the equity securities are to be issued is agreed by the Company and the recipient of the equity securities; or
- b) if the equity securities are not issued within 10 trading days of the date in paragraph (a), the date on which the equity securities are issued.

*Purposes for which the funds raised by an issue of equity securities under Listing Rule 7.1A may be used:*



Any equity securities issued under Listing Rule 7.1A.2 must be issued for cash consideration. For every issue of equity securities under Listing Rule 7.1A.2, the proposed use of funds will be disclosed at the time of issue. As at the date of this Notice, the Company has not formed an intention to offer any equity securities under Listing Rule 7.1A if shareholders approve this Resolution.

However, if shareholders approved this Resolution and the Company did raise funds from the issue of equity securities under Listing Rule 7.1A, based on the Company's existing plans, the Company considers that the funds may be used for the following purposes:

- a) to develop and expand the Company's business
- b) to fund business transformation and strategic initiatives
- c) to acquire assets and investments

*Risk of economic and voting dilution to existing ordinary Securityholders:*

If this Resolution is approved, and the Company issues equity securities under Listing Rule 7.1A, the existing shareholders' economic and voting power in the Company will be diluted. There is a risk that:

- a) the market price for the Company's equity securities in that class may be significantly lower on the issue date than on the date of the approval under Listing Rule 7.1A; and
- b) the equity securities may be issued at a price that is at a discount to the market price for the Company's equity securities on the issue date;

which may have an effect on the amount of funds raised by the issue of equity securities under Listing Rule 7.1A.

The number of equity securities the Company may issue is determined in accordance with the following formula prescribed in ASX Listing Rule 7.1A.2:

**(A × D) – E**

**A** is the number of fully paid ordinary securities on issue at the commencement of the relevant period

- (i) plus the number of fully paid ordinary securities issued in the relevant period under an exception in rule 7.2 other than exception 9, 16 or 17,
- (ii) plus the number of fully paid ordinary securities issued in the relevant period on the conversion of convertible securities within rule 7.2 exception 9 where:
  - a. the convertible securities were issued or agreed to be issued before the commencement of the relevant period; or
  - b. the issue of, or agreement to issue, the convertible securities was approved, or taken to have been approved, under rule 7.1 or rule 7.4,
- (iii) plus the number of fully paid ordinary securities issued in the relevant period under an agreement to issue securities within rule 7.2 exception 16 where:
  - a. the agreement was entered into before the commencement of the relevant period; or
  - b. the agreement or issue was approved, or taken to have been approved, under rule 7.1 or rule 7.4,
- (iv) plus the number of any other fully paid ordinary securities issued in the relevant period with approval under rule 7.1 or rule 7.4,
- (v) plus the number of partly paid +ordinary securities that became fully paid in the relevant period,
- (vi) less the number of fully paid +ordinary securities cancelled in the relevant period;

**D** is 10%

**E** is the number of equity securities issued or agreed to be issued under a ASX Listing Rule 7.1A.2 in the 12 months before the date of issue or agreement to issue that are not issued with the approval of holders of ordinary securities under ASX Listing Rule 7.1 or 7.4.

The table below shows the potential dilution of shareholders on the basis of three different scenarios for assumed issue price and changes in the value of the variable "A" in the formula from rule 7.1A.2.

Number of shares on Issue (Variable "A" in ASX Listing Rule 7.1A2)		Dilution		
		\$0.11 (50% decrease in issue price)	\$0.22 (issue price)	\$0.33 (50% increase in issue price)
<b>Example 1</b>				
93,244,819	Shares Issued (10%)	9,324,482	9,324,482	9,324,482
(Current Variable "A")	Funds raised	\$1,025,693	\$2,051,386	\$3,077,079
<b>Example 2</b>				
107,231,542	Shares Issued (10%)	10,723,154	10,723,154	10,723,154
(15% increase in variable "A")	Funds raised	\$1,179,547	\$2,359,094	\$3,538,641
<b>Example 3</b>				
186,489,638	Shares Issued (10%)	18,648,964	18,648,964	18,648,964
(100% increase in variable "A")*	Funds raised	\$2,051,386	\$4,102,772	\$6,154,158

\* Shares on issue (Variable A) could increase as a result of the issue of Shares that do not require Shareholder approval (such as a pro-rata rights issue) or that are issued with Shareholder approval under ASX Listing Rule 7.1.

Notes:

- The table assumes that the Company issues the maximum number of ordinary shares available to be issued under Listing Rule 7.1A.
- The table does not show an example of dilution that may be caused to a particular shareholder by reason of issues of equity securities under Listing Rule 7.1A based on that shareholder's holding at the date of this Explanatory Statement.
- The table shows the effect of an issue of equity securities under Listing Rule 7.1A only, not under the Company's 15% placement capacity under Listing Rule 7.1.

*Allocation policy for issues under Listing Rule 7.1A:*

The Company's allocation policy and the identity of the allottees of equity securities under Listing Rule 7.1A will depend on a number of factors, including:

- the Company's intentions in relation to the possible issue of equity securities (for cash consideration) during the Listing Rule 7.1A approval period;
- the structure and timeframe of the capital raising opportunities available to the Company and any alternative methods for raising funds that are available to the Company;
- the potential effect on the control of the Company;
- the Company's financial position and the likely future capital requirements; and
- advice from the Company's corporate or financial advisors.

The Company may raise funds during the Listing Rule 7.1A approval period, although this cannot be guaranteed. As of the date of this Notice, no specific intention to issue equity securities in relation to any parties, investors or existing Securityholders have been formed. Accordingly, a voting exclusion statement is not required. In addition, no intentions have been formed in relation to the possible number of issues, or the time frame in which the issues could be made.

Subject to the requirements of the Listing Rules and the Corporations Act, the Board of Directors reserve the right to determine at the time of any issue of equity securities under Listing Rule 7.1A, the allocation policy that the Company

will adopt for that issue. If and when the determination is made to proceed with an issue of equity securities during the Listing Rule 7.1A approval period, details regarding the allottees and the purposes of the issue will be disclosed pursuant to the Company's obligations under Listing Rules 3.10.3 and 7.1A.4.

Offers made under Listing Rule 7.1A may be made to parties (excluding any related parties) including professional and sophisticated investors, existing Shareholders of the Company, or any other person to whom the Company is able to make an offer of equity securities. Where practicable to do so the Company will structure any proposed issue of securities to facilitate equitable participation by existing shareholders and consideration of the Company's tax position. The Company has not previously sought shareholder approval under Listing Rule 7.1A.

*This Resolution is a Special Resolution.*

For a Special Resolution to be passed, at least 75% of the votes validly cast on the resolution by shareholders (by number of ordinary shares) must be in favour of this Resolution.

### **Recommendation**

The Board unanimously recommends that Shareholders vote in favour of this resolution.

### **Resolution 6 -Non-binding vote on the 2023 Remuneration Report**

Pursuant to Section 250R (2) of the Corporations Act, a resolution to adopt the Remuneration Report contained within the Annual Report must be put to the vote. Shareholders are advised that pursuant to Section 250R (3) of the Corporations Act, this resolution is advisory only and does not bind the Directors or the Company.

The 2023 Remuneration Report is set out within the Directors' Report. The Report:

- a) explains the Board's policy for determining the nature and amount of remuneration of executive and non-executive Directors and specified key management personnel (**KMP**);
- b) sets out remuneration details for each Director and specified KMP;
- c) details and explains any performance conditions applicable to the remuneration of executive Directors and specified KMP; and
- d) provides an explanation of the option-based compensation payments for each Director and specified KMP.
- e) A reasonable opportunity will be provided for discussion of the 2023 Remuneration Report at the meeting.

### **Voting Exclusion Statement**

The Company will disregard any votes cast on Resolution 6 (in any capacity) by, or on behalf of, the following persons:

- a) a member of the Key Management Personnel (KMP) (which includes each of the Directors of the Company) whose remuneration is disclosed in the 2023 Remuneration Report; or
- b) a Closely Related Party (as that term is defined in the Corporations Act) (such as close family members and any controlled companies) of such a member of the KMP.

However, the Company will not disregard the vote if it is cast as a proxy for a person who is entitled to vote and:

- a) the proxy appointment is in writing and specifies how the proxy is to vote (for, against, abstain); or
- b) the vote is cast by the person chairing the Annual General Meeting and the appointment:
  - i. does not specify how the proxy is to vote; and
  - ii. expressly authorises the chair of the meeting to exercise the proxy even if the resolution is connected directly or indirectly with the remuneration of a member of the KMP,

### **Recommendation**

The Board unanimously recommend that shareholders vote in favour of adopting the 2023 Remuneration Report. The Chairman of the meeting intends to vote all undirected proxies in favour of the adoption of the 2023 Remuneration Report.

Dated: 5 NOVEMBER 2004

**TERMS AND CONDITIONS OF THE**

**AMBERTECH LIMITED**

**ACN 079 080 158**

**EMPLOYEE SHARE OPTION PLAN**

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TERMS AND CONDITIONS OF THE  
AMBERTECH LIMITED  
ACN 079 080 158  
  
EMPLOYEE SHARE OPTION PLAN

The terms and conditions of the Ambertech Limited Employee Share Option Plan are as follows:

1. **DEFINITIONS**

**"ASIC"** means the Australian Securities and Investments Commission.

**"Associated Body Corporate"** means each:

- (a) related body corporate of the Company, within the meaning of section 50 of the Corporations Act;
- (b) body corporate that has voting power in the Company of not less than 20%; or
- (c) body corporate in which the Company has voting power of not less than 20%, where "voting power" has the meaning in section 610 of the Corporations Act.

**"ASX"** means the Australian Securities Exchange.

**"Bonus Date"** means any date after the Issue Date and before exercise or expiry of the Outstanding Options, on which entitlements are ascertained for holders of Shares to participate in any Bonus Issue by the Company.

**"Bonus Issue"** means a Pro-Rata Issue of Shares to holders of Shares for which no consideration is payable by them.

**"Business Day"** has the meaning given to that term in the Listing Rules.

**"Casual Employee"**, in relation to the Company or an Associated Body Corporate, means an individual who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the body.

**"Change of Control Event"** means a person, or a group of associated persons, purchasing or otherwise acquiring voting power in 50% or more of the Shares in the Company, (occurring only after the Shares in the Company have become listed on a recognised public stock exchange) other than in circumstances where a holding company acquires 100% of the Shares in the Company pursuant to clause 14 of this Option Plan.

**"Class Order"** means ASIC Class Order [CO 14/1000] as amended from time to time.

**"Committee"** means the Committee of directors of the Company from time to time.

**"Company"** means Ambertech Limited ACN 079 080 158.

**"Constitution"** means the constitution of the Company as amended from time to time.

**"Contractor"**, in relation to the Company or an Associated Body Corporate, means:

- (a) an individual with whom the body has entered into a contract for the provision of services under which the individual performs work for the body; or
- (b) a company with whom the body has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse,

performs work for the body, where the individual who performs the work under or in relation to the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with the body.

**“Corporations Act”** means *Corporations Act 2001* (Cth).

**“Eligible Employee”** means any person who is employed on a full-time, part-time or Casual basis by, or is an executive or non-executive director or a Contractor of, the Company or any Associated Body Corporate of the Company whom the Remuneration Committee determines is eligible to participate in the Option Plan.

**“Exercise Notice”** means a notice substantially in the form of Schedule 1.

**“Exercise Price”** means the price determined by the Remuneration Committee and contained in the Offer Document between the Company and the Eligible Employee.

**“Expiry Date”** in relation to an Option means the date in accordance with clause 6 of this Option Plan.

**“Immediate Family Member”** has the meaning given to that term in section 9 of the Corporations Act.

**“Issue Date”** in relation to an Option means the date on which an Option is issued by the Company and as set out in the Offer Document.

**“Liquidity Event”** means any resolution by the directors or shareholders of the Company to sell all or part of the assets or business of the Company or any related body corporate of the Company or to accept an offer to acquire all or part of the issued shares in the Company.

**“Listing Rule”** means the official listing rules of ASX.

**“Offer Document”** means an offer document given to an Eligible Employee by the Company setting out the number of Options offered to the Eligible Employee, the Issue Date, the Exercise Price, the exercise date and any other specific terms relevant to those Options, as set out in the form of Schedule 2.

**“Option holder”** means the person registered in the Company’s register of Option holders as the holder of Options.

**“Option”** means options over unissued Shares issued pursuant to this Option Plan.

**“Option Plan”** means the Amber Technology Limited Employee Share Option Plan constituted by these terms and conditions.

**“Outstanding Options”** means, in relation to an Option holder, Options, which remain, unexercised from time to time.

**“Redundancy or Redundant”** means where the job roles and responsibilities of an Eligible Employee within the Company or any of its Associated Bodies Corporate become redundant and as a result the Eligible Employee’s employment with the Company or any of its Associated Bodies Corporate is terminated whether voluntary or involuntarily.

**“Remuneration Committee”** means any person or persons appointed by the Committee to administer the Option Plan.

**“Shares”** means fully paid ordinary shares in the capital of the Company.

## 2. INTERPRETATION

In these terms and conditions, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of these terms and conditions;
- (b) the singular includes the plural and vice versa;
- (c) the word “person” includes a firm, body corporate, unincorporated association and governmental authority;
- (d) a reference to any statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (f) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (g) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (h) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) a reference to a currency is a reference to Australian currency unless otherwise indicated;
- (j) a reference to a time is a reference to the time in Sydney, Australia; and
- (k) an expression defined in, or given a meaning for the purposes of, the Corporations Act has the same meaning where used in these terms and conditions.

## 3. OPTION ENTITLEMENT

- 3.1 The Remuneration Committee may determine the Eligible Employees who are entitled to participate in the Option Plan. The Remuneration Committee may offer Options in accordance with the terms and conditions in this Option Plan and as provided in the Offer Document.
- 3.2 The Remuneration Committee will not offer or issue Options to any Eligible Employees if at the time of the proposed offer it would cause the Company to exceed any thresholds set out in any applicable ASIC Class Order, including the Class Order, and any thresholds set out in the Listing Rules.
- 3.3 Subject to clauses 5, 8 and 9, each Option entitles the Option holder to subscribe for one Share at the Exercise Price.
- 3.4 When an offer of Options is granted to an Eligible Employee the Company must provide the Eligible Employee with an Offer Document for options in the form of Schedule 2 and in compliance with the Listing Rules, the Corporations Act and the Class Order,
- 3.5 Any offer is only accepted when the Offer Document is signed by the Eligible Employee and returned to the Company within five Business Days.



- 3.6 To the extent that there is any inconsistency between this Option Plan and the Offer Document, then the Offer Document shall prevail.

#### 4. DURATION OF OPTIONS

- 4.1 The Options expire at 5.00 pm on the Expiry Date.  
4.2 Options not exercised on or before 5.00 pm on the Expiry Date automatically lapse.

#### 5. EXERCISE OF OPTIONS

- 5.1 Subject to satisfying all conditions attached to the Options as referred to in clause 5.2 of this Plan, an Option holder whose exercise of Options would not be in breach of clause 13 may, exercise the Options during any period following the date all of the relevant conditions are satisfied and on any terms specified in the Offer Document, in whole or in part by lodging with the Company Secretary of the Company:

- (a) a copy of the Offer Document;
- (b) a duly completed and signed Exercise Notice in accordance with Schedule 1; and
- (c) the subscription money for the relevant Shares, being the number of Options specified in the Exercise Notice multiplied by the Exercise Price as determined by the Remuneration Committee and contained in the Offer Document.

- 5.2 The Options granted to eligible employees may be exercised where all of the following conditions are satisfied:

1. The employee remains employed by the Company for a minimum period of X years from the date of the Offer Document; and
2. All of the conditions as determined by the Remuneration Committee and as are provided in clause XX of the Offer Document are satisfied; and
3. The Options have not been forfeited as provided in clause 13,

- 5.3 Subject to clause 5.5, In addition to anything else provided in this Option Plan and in an Offer Document, where any Options granted under the Option Plan and an Offer Document do not provide a real risk of forfeiture (as defined for the purposes of the Division 83A of the *Income Tax Assessment Act 1997* ("**Income Tax Act**"), subdivision 83A-C of the *Income Tax Act* applies to the Option Plan and the Offer Document, subject to the requirements of the *Income Tax Act*.

- 5.4 Options awarded under an Offer Document are personal and not transferable otherwise than by will or the laws of intestacy and may be exercised during the Eligible Employee's lifetime only by the Eligible Employee.

- 5.5 Prior to being awarded an Eligible Employee may renounce a proposed offer under the Option Plan in favour of a person covered by one of the following subclauses, in such a case the Eligible Employee undertakes to obtain their own tax advice in regard to such a renouncement, however the Remuneration Committee reserves the absolute discretion to refuse to issue Options to the proposed nominee:

- (a) an Immediate Family Member of the Eligible Employee;
- (b) a company whose members comprise no persons other than the Eligible Employee or Immediate Family Members of the Eligible Employee; or

- (c) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*) where the Eligible Employee is a director of the trustee.
- 5.6 Options awarded to a nominee of an Eligible Employee, as provided in clause 5.5, are personal and not transferable otherwise than by will or the laws of intestacy and may be exercised by the nominee of the Eligible Employee only.

## 6. EXPIRY DATE

- 6.1 The Options expire at the earlier of:
- (a) five years after the Issue Date of the Options; or
  - (b) where the Eligible Employee is dismissed by the Company or any of its Associated Bodies Corporate by reason of committing an act of fraud, defalcation or gross misconduct in relation to the affairs of the Company, its subsidiaries or any of its Associated Bodies Corporate (whether or not charged with an offence) or by reason of being in breach of the restrictions contained in the employment contract between the Eligible Employee and the Company or any of its Associated Bodies Corporate, the day the Eligible Employee is dismissed; or
  - (c) where the Eligible Employee dies while in the employ of the Company or any of its Associated Bodies Corporate, the Eligible Employee's estate, or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Eligible Employee, may exercise the Options at any time during the period of one year following the date of the Eligible Employee's death; or
  - (d) where the Eligible Employee is made Redundant by the Company or any of its Associated Bodies Corporate, the Eligible Employee may exercise the Options at any time during the period of one year from the date of Redundancy; or
  - (e) where the Eligible Employee's employment with the Company or any of its Associated Bodies Corporate is voluntarily terminated by the Eligible Employee, the Eligible Employee may exercise the Options at any time during the period of 90 days from the date of the Eligible Employee's termination; or
  - (f) if the Eligible Employee's employment with the Company or any of its Associated Bodies Corporate terminates by reason of normal retirement at or after the age of 60, the Eligible Employee may exercise the Options at any time during the period of one year following such retirement. If the Eligible Employee dies after such retirement, the Options may be exercised by the Eligible Employee's estate (or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of the death of the Eligible Employee) for the balance of the one-year period; or
- such later date as contained in the Eligible Employee's Offer Document.

**7. CANCELLATION OF OPTION**

- 7.1 If at any time prior to the exercise by the Option holder of any Outstanding Options there is an issue of options (“new options”) to the Eligible Employee by a company in connection with the acquisition of all or part of the Shares in the Company or a share in a related body corporate or the assets of the Company or related body corporate, the Outstanding Options will be cancelled at the time of the issue of the new options.
- 7.2 Notwithstanding any other provision of the Option Plan, the Remuneration Committee may cancel an Option if, at any time, an Eligible Employee is in breach of any terms and conditions of employment of that Eligible Employee.

**8. BONUS ISSUES & RECONSTRUCTION**

- 8.1 Subject to the Listing Rules, on each Bonus Date, each Outstanding Option confers on the Option holder the right to receive, on exercise of those Outstanding Options, not only one Share for each of the Outstanding Options exercised but also the additional Shares and/or other securities the Option holder would have received had the Option holder participated in that bonus issue as a holder of Shares of a number equal to the Shares that would have been allotted to the Option holder had the Option holder exercised those Outstanding Options immediately before that Bonus Date.
- 8.2 In the event of any reconstruction (including consolidation, subdivision, reduction, capital return, buy-back or cancellation) of the issued capital of the Company the number of Options to which each Eligible Employee is entitled or the Exercise Price of the Options or both as appropriate will be adjusted pursuant to clause 14 and the Listing Rules.

**9. PARTICIPATION IN NEW ISSUES**

- 9.1 Outstanding Options do not carry the right to participate in any new issues of securities by the Company.
- 9.2 Subject to the Listing Rules, an Eligible Employee is only entitled to participate (in respect of Options issued under the Option Plan) in a new issue of Shares to existing shareholders generally if the Eligible Employee has validly exercised his or her Options prior to the Expiry Date and become a shareholder prior to the relevant record date, and is then only entitled to participate in relation to Shares of which the Eligible Employee is the registered holder.

**10. EQUAL RANKING**

- 10.1 Subject to clause 11.2, any Shares allotted pursuant to any exercise of the Options rank equally in all respects with other Shares of the Company on issue at the date of allotment.
- 10.2 Where any Shares are allotted pursuant to the exercise of Options during a period in respect of which a dividend is declared, the holder of those Shares is only entitled to receive the dividend where the Shares were allotted on or before the relevant dividend entitlement date.

## 11. COMPLIANCE WITH LAW AND ORDERS

11.1 An Option holder must not exercise any of its Options to have Shares issued to it and no purported exercise has any effect, if in doing so it would be in breach of, or would cause the Company or its related bodies corporate to be in breach of:

- (a) any provision of the *Foreign Acquisitions and Takeovers Act 1975* (Cth);
- (b) any undertaking given by the Company to the Foreign Investment Review Remuneration Committee at the request of the Foreign Investment Review Remuneration Committee from time to time;
- (c) the Listing Rules;
- (d) the Corporations Act; or
- (e) any other applicable law or regulations.

11.2 For the purposes of clause 11.1, references to the Foreign Acquisitions and Takeovers Act mean the relevant Act as it may be amended or modified or replaced by another act dealing with similar subject matter.

## 12. CALCULATIONS

12.1 Any calculations or adjustments which are required to be made for the purpose of determining the Exercise Price or the number of the Option holder's Outstanding Options must be made by the auditors (if applicable) or a certified practicing accountant of the Company and will in the absence of manifest error, be final, conclusive and binding on the Option holder.

12.2 The Company must notify an Option holder of any adjustment made to the Exercise Price or the number of the Option holder's Outstanding Options within 10 Business Days after the date of the adjustments.

## 13. FORFEITURE

13.1 An Eligible Employee will forfeit any right or interest in any Outstanding Options under the Option Plan to the Company if:

- (a) he or she ceases to be an Eligible Employee at a time when the Eligible Employee is not entitled to exercise such Outstanding Options; or
- (b) the Eligible Employee has in the opinion of the Remuneration Committee been:
  - (i) dismissed with cause; or
  - (ii) has committed an act of fraud, defalcation, or gross misconduct in relation to the affairs of the Company, its subsidiaries or any of its Associated Bodies Corporate (whether or not charged with an offence); or
  - (iii) has breached a restriction contained in the employment contract between the Eligible Employee and the Company or any of its Associated Bodies Corporate; andthe Remuneration Committee directs that such Outstanding Options are to be forfeited.

13.2 The Eligible Employee will automatically forfeit any Shares that the Eligible Employee has acquired pursuant to an Offer Document between the Company and the Eligible Employee if:

- (a) the Eligible Employee has in the opinion of the Remuneration Committee been:
  - (i) dismissed with cause; or
  - (ii) has committed an act of fraud, defalcation, or gross misconduct in relation to the affairs of the Company, its subsidiaries or any of its Associated Bodies Corporate (whether or not charged with an offence); or
  - (iii) has breached a restriction contained in the employment contract between the Eligible Employee and the Company or any of its Associated Bodies Corporate; and
 the Remuneration Committee directs that such Shares are to be forfeited.

13.3 The Eligible Employee will automatically forfeit any right or interest in any Outstanding Options under the Option Plan and any Shares that the Eligible Employee has acquired pursuant to an Offer Document between the Company and the Eligible Employee if he or she ceases to be an Eligible Employee within the first three months of the Issue Date of the Options.

13.4 The Eligible Employee will be required to hand over the share certificate(s) representing the shares acquired under an Offer Document between the Eligible Employee and the Company to the Company on the request of the Company pursuant to this clause.

#### 14. **RECAPITALISATION AND REORGANISATION**

14.1 The existence of the Option Plan and Options issued hereunder shall not affect in any way the right or power of the Remuneration Committee or the shareholders of the Company to make or authorise any adjustment, recapitalisation, reorganisation or other change in the Company's capital structure.

14.2 If the Company recapitalises, reclassifies its issued or unissued capital or otherwise changes its capital structure (including the transfer of all issued shares in the Company to a 100% holding company), the number and class of shares covered by an Option issued shall be adjusted so that such Options shall thereafter cover the number and class of shares and/or securities to which the Option holder would have been entitled had the Option holder been issued Options in the Company after the recapitalisation/ re-organisation in accordance with the Listing Rules.

#### 15. **ADMINISTRATION AND AMENDMENT**

This Option Plan will be administered by the Remuneration Committee who has the power to:

- (a) determine procedures from time to time for administration of this Option Plan consistent with the terms and conditions of the Option Plan;
- (b) amend or modify the terms and conditions of the Option Plan;
- (c) subject to clause 12.1, resolve conclusively all questions of fact or interpretation arising in connection with this Option Plan;

- (d) determine matters falling for determination under the Option Plan in the Remuneration Committee's discretion having regard to the interests of and for the benefit of the Company;
- (e) exercise the discretions conferred on the Remuneration Committee by the Option Plan or which may otherwise be required in relation to the Option Plan; and
- (f) delegate to any one or more persons, for any period and on any conditions determined by the Remuneration Committee, the exercise of any of the Remuneration Committee's powers or discretions arising under this Option Plan.

16. **REPLACEMENT OF CERTIFICATES**

If any Offer Document is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the registered office of the Company on payment by the claimant of the expenses incurred in connection with the replacement and on any terms as to evidence, indemnity and security as the Company may reasonably require. Mutilated or defaced Offer Documents must be surrendered before replacements will be issued.

17. **NOTICES**

Any notice regarding the Options will be sent to the registered address of the Option holder as recorded in the register of option holders maintained by the Company.

18. **GOVERNING LAWS**

The Option Plan and Offer Document are governed by and must be construed in accordance with the laws of New South Wales.

19. **DUTIES AND TAXES**

The Company is not responsible for any duties or taxes which may become payable in connection with the issue and allotment of Shares pursuant to an exercise of the Options or any other dealing with the Options or Shares.

20. **NO ASSIGNMENT OF OPTIONS**

The Options awarded may not be assigned, novated, disposed of, sold, transferred or encumbered in any way by the Option holder. Any such assignment, novation, disposal, sale, transfer or encumbrance of Options shall cause the Options to lapse immediately. This does not prevent the exercise in accordance with the terms and conditions of this Option Plan of Options by the estate of a deceased Option holder pursuant to clause 5.4, or a renouncement prior to the award of Options pursuant to clause 5.5.

21. **MISCELLANEOUS**

- 21.1 Except as otherwise provided in the Option Plan, the rights and obligations of an Eligible Employee under the terms of his or her employment with the Company or any of its Associated Bodies Corporate shall not be affected by his or her participation in the Option Plan.

- 21.2 The Option Plan shall not form part of or be incorporated into any contract of employment of any Eligible Employee with the Company or any of its Associated Bodies Corporate unless expressly stated and does not confer directly or indirectly on any Eligible Employee any legal or equitable right whatsoever against the Company or any of its Associated Bodies Corporate.
- 21.3 No Eligible Employee shall have any rights to compensation or damages in consequence of the termination of his or her employment for any reason whatsoever in so far as those rights arise from his or her ceasing to have rights under the Option Plan as a result of such termination.
- 21.4 Except as otherwise expressly provided by the Option Plan, the Remuneration Committee has absolute and unfettered discretion to act or refrain from acting under or in connection with the Option Plan or any Options under the Option Plan and in the exercise of any power or discretion in respect thereof and any decision made by the Remuneration Committee under this Option Plan shall be binding on the Eligible Employee.
- 21.5 In the event of any dispute or disagreement as to the interpretation of the Option Plan, or as to any question or right arising from or related to the Option Plan or to any Options under the Option Plan and in the exercise of any power or discretion in respect thereof any decision made by the Remuneration Committee under this Option Plan shall be binding on the Eligible Employee.

**SCHEDULE 1**

**AMBERTECH LIMITED  
ACN 079 080 158**

**EMPLOYEE SHARE OPTION PLAN – OPTION EXERCISE NOTICE**

I, **[INSERT NAME]** being the registered holder of the Options specified below, elect to exercise the Options as specified below in accordance with clause 5 of the terms and conditions of the Option Plan.

Number of Options being exercised:

Name and address of the Shareholder to be entered into the register of Members in respect of Shares issued:

.....

.....

.....Postcode: .....

Enclosed with this notice is the certificate for the Options referred to above together with the relevant exercise money being \$**[INSERT AMOUNT]**.

In exercising the Options in relation to the Shares, I agree to be bound by the provisions of the Constitution of Ambertech Limited.

Date:

.....

Signed by the Option holder



## SCHEDULE 2

AMBERTECH LIMITED  
ACN 079 080 158

## EMPLOYEE SHARE OPTION PLAN OFFER DOCUMENT

**THIS OFFER** is made on 17 October 2023

**BY:** AMBERTECH LIMITED ACN 079 080 158 (the “Company”)

**TO:** Peter Amos (“Eligible Employee”)

**RECITALS**

In recognition of the Eligible Employee’s services with the Company, the Company offers the opportunity to the Eligible Employee to purchase 750,000 ordinary shares in the Company in accordance with the terms and conditions of the Ambertech Limited Employee Share Option Plan (the “Option Plan”), as follows:

**Grant of Options**

The Company grants to the Eligible Employee on the date of this offer document (“Offer Document”), 750,000 options (“Options”) to purchase all or any part of an aggregate of 750,000 ordinary shares in the Company, on the terms and conditions of the Option Plan, which are deemed to be read and incorporated as a part of the Offer Document. To the extent that there is any inconsistency between this Offer Document and the Option Plan, then this Offer Document shall prevail.

The Options will be granted to the Eligible Employee for nil consideration.

**1. Exercise Price**

The exercise price of a share purchased pursuant to the exercise of an Option under the Offer Document is **\$0.267** each.

The Company undertakes that during the period commencing on the date of this Offer Document and ending on the Expiry Date, it will within a reasonable period of an Eligible Employee so requesting, make available to the Eligible Employee the current market price of the underlying shares to which the Options relate.

**2. Exercise of Options**

Subject to the earlier expiration of these Options and any exercise conditions set out below, these Options may be exercised in accordance with clause 5.1 of the Option Plan by written notice to the Company at its principal executive office addressed to the attention of its directors, provided the following conditions have been satisfied:

1. The Options have not expired; and
2. The vesting of each tranche of Options in 4,5,6, and 7 below are subject to ongoing employment as at the respective dates of the vesting of those particular Options;
3. Approval of the Options by Shareholders at the 2023 Annual General Meeting;
4. 187,500 Options vest on 1 December 2023;
5. 187,500 Options vest on 30 September 2024, subject to achievement of a minimum audited pre-tax profit of 4.0 cents per share (volume weighted) for the year ended 30 June 2024 and a minimum dividend paid or payable in the 2024 calendar year of 2.0 cents per share.
6. 187,500 Options vest on 30 September 2025, subject to achievement of a minimum audited pre-tax profit of 4.5 cents per share (volume weighted) for the year ended 30 June 2025 and a minimum dividend paid or payable in the 2025 calendar year of 2.5 cents per share.
7. 187,500 Options vest on 30 September 2026, subject to achievement of a minimum audited pre-tax profit of 5.0 cents per share (volume weighted) for the year ended 30 June 2026 and a minimum dividend paid or payable in the 2026 calendar year of 3.0 cents per share.
8. If the Company does not meet the performance hurdles in paragraphs above, then any unvested Options may be carried forward to one more year. For example, if the Company does not meet the performance hurdle, then those Options may vest if the Company achieves the performance hurdle in the next period. However, if the Company fails to meet the performance hurdles in both periods, then the first Options lapse.
9. Regardless of any of the above conditions, all unexpired Options fully vest on a Change of Control Event.

3. **Expiry Date**

The options expire in accordance with clause 6.1 of the Option Plan.

4. **Terms and Conditions**

By signing the Offer Document, you acknowledge that the terms and conditions of the Option Plan and the terms and conditions in this Offer document have been read and Option Plan is incorporated as part of this Offer Document. To the extent that there is any inconsistency between the Offer Document and the Option Plan, then the Offer Document shall prevail.

The Offer Document the terms and conditions of the Option Plan and all other documents provided to you at the time of this offer contain general advice only and do not take into account your objectives, financial situation and needs. You should consider obtaining your own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

**Summary of Risks**

The Options carry a real risk of forfeiture as set out in clause 5.2 and clause 13 of the Option Plan and as arise from the conditions attached to exercise of the Options as listed above.

In addition, exercising the Options and thereby subscribing for shares in the Company may involve risks generally applicable to investments in shares. These risks include the value of shares being affected by general national and international economic conditions including interest rates, exchange rates and inflation rates, variations in the local and global market for listed securities including the shares, changes to government policy, legislation or regulation in jurisdictions in which the Company operates or undertakes business and competition in the markets in which the Company operates and general operational and business risks.

These are examples only of the risks associated with participating. There may be other risks.

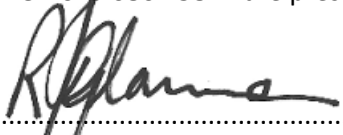
Eligible Employees should note that the offer is made under the Class Order, it is not made under a prospectus or other disclosure document and does not require the type of disclosure required for such documents under the *Corporations Act 2001* (Cth). Eligible Employees must rely on their own knowledge of the Company and previous disclosures made by the Company on the ASX. You should consult your professional adviser when deciding whether or not to accept the offer and participate in the Option Plan.

**Acceptance of Offer**

Could you please confirm your acceptance of the offer set out in the Offer Document by signing in the appropriate place below and returning it to the Company at its principal executive office addressed to the attention of its directors by no later than [insert time].

If you wish to renounce the offer in favour of a person referred to in clause 5.4 of the Option Plan, both you and your proposed nominee should complete the acceptance below.

**SIGNED** by )  
as director for **AMBERTECH LIMITED** )  
**ACN 079 080 158** in the presence of: )

  
..... )


Witness )

Robert Glasson )

..... )

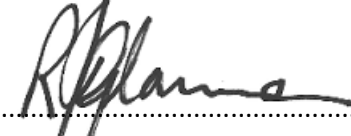
Name of Witness (printed) )

) By executing this Offer Document this  
) signatory warrants that the signatory  
) is duly authorised to execute this Offer  
) Document on behalf of Ambertech  
) Limited

  
..... )

I agree to the terms and conditions set out above and accept the offer of Options as contained in the Offer Document and the Option Plan.

**SIGNED** by )  
in the presence of: )


  
..... )

Witness )

Robert Glasson )

..... )

Name of Witness (printed) )

  
..... )

Signature of )

**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 (AEDT) on Tuesday 21 November 2023.**

### 🖥 TO APPOINT A PROXY ONLINE

- STEP 1:** VISIT <https://www.votingonline.com.au/amoagm2023>
- 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 (AEDT) on Tuesday, 21 November 2023.** 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/amoagm2023>
- 📠 **By Fax** + 61 2 9290 9655
- ✉ **By Mail** Boardroom Pty Limited  
GPO Box 3993,  
Sydney NSW 2001 Australia
- 👤 **In Person** Boardroom Pty Limited  
Level 8, 210 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 **Ambertech 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 Annual General Meeting of the Company to be held at **Unit 1, 2 Daydrum Street, Warriewood NSW 2102 on Thursday, 23 November 2023 at 11:00 am (AEDT)** 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.

Chair of the Meeting authorised to exercise undirected proxies on remuneration related matters: If I/we have appointed the Chair of the Meeting as my/our proxy or the Chair of the Meeting becomes my/our proxy by default and I/we have not directed my/our proxy how to vote in respect of Resolutions 4 and 6, I/we expressly authorise the Chair of the Meeting to exercise my/our proxy in respect of these Resolutions even though Resolutions 4 and 6 are connected with the remuneration of a member of the key management personnel for the Company.

The Chair of the Meeting will vote all undirected proxies in favour of all Items of business (including Resolutions 4 and 6). If you wish to appoint the Chair of the Meeting as your proxy with a direction to vote against, or to abstain from voting on an item, you must provide a direction by marking the 'Against' or 'Abstain' box opposite that resolution.

**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	Re-Election of Mr Thomas Amos as a director of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Re-Election of Mr Santo Carlini as a director of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Re-Election of Mrs Janine Rolfe as a director of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Issue of Options under the Employee Share Option Plan to a director - Mr Peter Amos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Approval of 10% Placement Capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Remuneration Report	<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 / / 2023