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Universal Biosensors, Inc.
Appendix 4D half year report
Lodged with the ASX under Listing Rule 4.2A

1. Company details and details of the reporting period and the previous corresponding period

Entity name: Universal Biosensors, Inc.
Reporting period: Six Months Ended 30 June 2024
Previous period: Six Months Ended 30 June 2023

This report is to be read in conjunction with any public announcements made during the reporting period in accordance with the continuous disclosure requirements of the Corporations Act 2001 (Cth) and the Listing Rules of the Australian Securities Exchange.

2. Results for announcement to the market

A. Key information

		Six Months Ended June 30,	
		2024	2023
		A$	A$
Revenue from ordinary activities	Up 19%	3,095,076	2,599,201
Loss from ordinary activities after tax attributable to members	Up 203%	(7,232,875)	(2,389,994)
Loss for the period attributable to members	Up 203%	(7,232,875)	(2,389,994)
Underlying loss from ordinary activities after tax (UNLAT) attributable to members [1]	Down 4%	(7,232,875)	(7,500,780)

[1]UNLAT is determined by adjusting statutory net loss after tax for certain non-operational items. For the six months period ended 30 June 2023, the UNLAT is adjusted for one-off income of A$5,110,786.

B. Other key results
For an explanation of the results refer to the attached Form 10-Q financial results.

3. Net tangible assets per security

	June 30,	
	2024	2023
	A$	A$
Net tangible assets per ordinary security	A$0.11	A$0.11

4. Controlled entities
N/A

5. Dividends
There were no dividends paid, recommended or declared during the current or previous reporting period.

6. Dividend Reinvestment Plans
N/A

7. Associates and Joint Ventures
N/A

8. Foreign entities
The consolidated condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

9. Review report
The Form 10-Q is based on the half-year ended 30 June 2024, which has been reviewed by PricewaterhouseCoopers. Refer to the 'Report of Independent Registered Public Accounting Firm'.

10. Attachments
Schedule 1 contains Form 10-Q.

11. Signed

Date: 2 August 2024

Authorised by: Chief Financial Officer

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Schedule 1

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Universal Biosensors, Inc.

Results of Review of Interim Financial Information

We have reviewed the accompanying Consolidated Condensed Balance Sheet of Universal Biosensors, Inc. and its subsidiaries (the "Company") as of June 30, 2024, and the related Consolidated Condensed Statements of Comprehensive Income/(Loss) for the three-month and six-month periods ended June 30, 2024 and June 30, 2023 and the Consolidated Condensed Statements of Changes in Stockholders' Equity and Comprehensive Income/(Loss) for the three-month and six-month periods ended June 30, 2024 and June 30, 2023, the Consolidated Condensed Statements of Cash Flows for the six-month periods ended June 30, 2024 and June 30, 2023 including the related notes (collectively referred to as the "interim financial information"). Based on our review, we are not aware of any material modifications that should be made to the accompanying interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Consolidated Balance Sheet of the Company as of December 31, 2023, and the related Consolidated Statements of Comprehensive Income/(Loss), and of Changes in Stockholder's Equity and Comprehensive Income/(Loss) and of Cash Flows for the year then ended (not presented herein), and in our report dated February 29, 2024, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying Consolidated Condensed Balance Sheet as of December 31, 2023, is fairly stated, in all material respects, in relation to the [consolidated Balance Sheet from which it has been derived.

Basis for Review Results

This interim financial information is the responsibility of the Company's management. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB. We conducted our review in accordance with the standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

PricewaterhouseCoopers

PricewaterhouseCoopers
Melbourne, Australia
August 2, 2024

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended June 30, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission File Number: 000-52607

Universal Biosensors, Inc.

(Exact name of registrant as specified in its charter)

Delaware *(State or other jurisdiction of incorporation or organization)*	**98-0424072** *(I.R.S. Employer Identification Number)*
Universal Biosensors, Inc. **1 Corporate Avenue,** **Rowville, 3178, Victoria** **Australia** *(Address of principal executive offices)*	**Not Applicable** *(Zip Code)*

Telephone: +61 3 9213 9000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definition of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☐	*Accelerated filer*	☐
Non-accelerated filer	☑	Smaller reporting company	☑
Emerging growth company	☑		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☑

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 298,067,435 shares of Common Stock, U.S.$0.0001 par value, outstanding as of August 2, 2024.

UNIVERSAL BIOSENSORS, INC.

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Unless otherwise noted, references in this Form 10-Q to "Universal Biosensors", the "Company," "Group," "we," "our" or "us" means Universal Biosensors, Inc. ("UBI") a Delaware corporation and, when applicable, its wholly owned Australian operating subsidiary, Universal Biosensors Pty Ltd ("UBS"), its wholly owned US operating subsidiary, Universal Biosensors LLC ("UBS LLC") and UBS' wholly owned Canadian operating subsidiary, Hemostasis Reference Laboratory Inc. ("HRL") and wholly owned Dutch operating subsidiary, Universal Biosensors B.V. ("UBS BV"). Unless otherwise noted, all references in this Form 10-Q to "$", "A$" or "dollars" and dollar amounts are references to Australian dollars. References to "US$", "CAD$" and "€" are references to United States dollars, Canadian dollars and Euros respectively.

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Universal Biosensors, Inc.

Item 1 Financial Statements

Consolidated Condensed Balance Sheets (Unaudited)

	June 30, 2024	December 31, 2023
	A$	A$
ASSETS		
Current assets:		
Cash and cash equivalents	16,675,984	10,240,429
Inventories	5,453,183	4,377,933
Accounts receivable	1,394,657	2,125,500
Prepayments	946,284	1,200,188
Restricted cash	35,000	35,000
Research and development tax incentive receivable	677,956	3,774,343
Other current assets	326,972	249,540
Total current assets	**25,510,036**	**22,002,933**
Non-current assets:		
Property, plant and equipment	32,468,868	32,304,310
Less accumulated depreciation	(27,922,184)	(27,456,376)
Property, plant and equipment - net	**4,546,684**	**4,847,934**
Right-of-use asset - operating leases	2,527,985	2,662,885
Right-of-use asset - finance leases	44,400	49,074
Restricted cash	320,000	320,000
Other non-current assets	90,067	90,045
Total non-current assets	**7,529,136**	**7,969,938**
Total assets	**33,039,172**	**29,972,871**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	708,067	1,240,902
Accrued expenses	1,580,295	2,056,929
Contract liabilities	24,429	36,132
Lease liability - operating leases	857,982	825,475
Lease liability - finance leases	9,455	9,236
Employee entitlements liabilities	1,027,472	869,195
Short-term loan	303,694	911,082
Total current liabilities	**4,511,394**	**5,948,951**
Non-current liabilities:		
Asset retirement obligations	1,253,655	1,214,255
Employee entitlements liabilities	111,636	76,165
Lease liability - operating leases	2,741,169	3,179,294
Lease liability - finance leases	41,614	46,397
Total non-current liabilities	**4,148,074**	**4,516,111**
Total liabilities	**8,659,468**	**10,465,062**
Commitments and contingencies	0	0
Stockholders' equity:		
Preferred stock, US$0.01 par value. Authorized 1,000,000 shares; issued & outstanding nil at June 30, 2024 (nil at December 31, 2023). Common stock, US$0.0001 par value. Authorized 750,000,000 shares; issued & outstanding 298,067,435 shares at June 30, 2024 (Authorized 300,000,000 shares; issued & outstanding 212,369,435 at December 31, 2023)	29,807	21,237
Additional paid-in capital	131,329,812	119,239,087
Accumulated deficit	(99,420,347)	(92,678,783)
Current year loss	(7,232,875)	(6,741,564)
Accumulated other comprehensive loss	(326,693)	(332,168)
Total stockholders' equity	**24,379,704**	**19,507,809**
Total liabilities and stockholders' equity	**33,039,172**	**29,972,871**

See accompanying Notes to the Consolidated Condensed Financial Statements.

Universal Biosensors, Inc.

Consolidated Condensed Statements of Comprehensive Income/(Loss) (Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Revenue				
Revenue from products	1,371,978	1,116,327	2,551,821	2,291,286
Revenue from services	253,588	187,410	543,255	307,915
Total revenue	1,625,566	1,303,737	3,095,076	2,599,201
Operating costs and expenses				
Cost of goods sold	343,949	402,373	825,416	772,344
Cost of services	111,302	88,413	221,479	137,130
Total cost of goods sold and services	455,251	490,786	1,046,895	909,474
Gross profit	1,170,315	812,951	2,048,181	1,689,727
Other operating costs and expenses				
Depreciation and amortization	222,609	240,706	475,707	458,929
Research and development	1,720,116	1,303,502	1,974,333	3,157,965
Selling, general and administrative	3,715,972	3,715,361	7,741,354	7,036,666
Total operating costs and expenses	5,658,697	5,259,569	10,191,394	10,653,560
Loss from operations	(4,488,382)	(4,446,618)	(8,143,213)	(8,963,833)
Other income/(expense)				
Interest income	126,905	186,180	195,561	392,654
Interest expense	(6,660)	(7,727)	(13,347)	(15,479)
Financing costs	(22,505)	(46,861)	(39,400)	(93,721)
Research and development tax incentive income	580,026	567,024	694,374	1,095,302
Exchange loss	(48,965)	(10,481)	(35,119)	(15,672)
Other income	65,517	5,157,277	108,269	5,210,755
Total other income	694,318	5,845,412	910,338	6,573,839
Net profit (loss) before tax	(3,794,064)	1,398,794	(7,232,875)	(2,389,994)
Income tax benefit/(expense)	-	-	0	0
Net profit/(loss) after tax	(3,794,064)	1,398,794	(7,232,875)	(2,389,994)
Net profit/(loss) per share				
Net profit/(loss) per share - basic and diluted	(0.01)	0.01	(0.03)	(0.01)
Average weighted number of shares - basic and diluted	270,961,208	212,369,435	242,397,296	212,360,733
Other comprehensive income/(loss), net of tax:				
Foreign currency translation reserve	(170,062)	14,747	5,475	(65,488)
Other comprehensive income/(loss)	(170,062)	14,747	5,475	(65,488)
Comprehensive income/(loss)	(3,964,126)	1,413,541	(7,227,400)	(2,455,482)

See accompanying Notes to the Consolidated Condensed Financial Statements.

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Universal Biosensors, Inc.

Consolidated Condensed Statements of Changes in Stockholders' Equity and Comprehensive Income/(Loss) (Unaudited)

Three Months Ended June 30, 2024

	Ordinary shares		Additional paid-in capital	Accumulated deficit	Other comprehensive income/ (loss)	Total stockholders' equity
	Shares	Amount				
		A$	A$	A$	A$	A$
Balances at April 1, 2024	231,400,768	23,140	121,656,307	(102,859,158)	(156,631)	18,663,658
Net loss	0	0	0	(3,794,064)	0	(3,794,064)
Issuance of common stock at A$0.15 per share, net of issuance costs	66,666,667	6,667	9,632,233	0	0	9,638,900
Other comprehensive loss	0	0	0	0	(170,062)	(170,062)
Stock-based compensation expense	0	0	41,272	0	0	41,272
Balances at June 30, 2024	298,067,435	29,807	131,329,812	(106,653,222)	(326,693)	24,379,704

Six Months Ended June 30, 2024

	Ordinary shares		Additional paid-in capital	Accumulated deficit	Other comprehensive income/ (loss)	Total stockholders' equity
	Shares	Amount				
		A$	A$	A$	A$	A$
Balances at January 1, 2024	212,369,435	21,237	119,239,087	(99,420,347)	(332,168)	19,507,809
Net loss	0	0	0	(7,232,875)	0	(7,232,875)
Issuance of common stock at A$0.15 per share, net of issuance costs	83,333,334	8,334	11,533,534	0	0	11,541,868
Other comprehensive income	0	0	0	0	5,475	5,475
Performance awards and exercise of stock options	2,364,666	236	472,697	0	0	472,933
Stock-based compensation expense	0	0	84,494	0	0	84,494
Balances at June 30, 2024	298,067,435	29,807	131,329,812	(106,653,222)	(326,693)	24,379,704

See accompanying Notes to the Consolidated Condensed Financial Statements.

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Universal Biosensors, Inc.

Consolidated Condensed Statements of Changes in Stockholders' Equity and Comprehensive Income/(Loss) (Unaudited)

Three Months Ended June 30, 2023

	Ordinary shares		Additional paid-in capital	Accumulated deficit	Other comprehensive income/ (loss)	Total stockholders' equity
	Shares	Amount				
		A$	A$	A$	A$	A$
Balances at April 1, 2023	212,369,435	21,237	119,089,616	(96,467,571)	(371,949)	22,271,333
Net profit	0	0	0	1,398,794	0	1,398,794
Other comprehensive income	0	0	0	0	14,747	14,747
Stock-based compensation expense	0	0	49,437	0	0	49,437
Balances at June 30, 2023	212,369,435	21,237	119,139,053	(95,068,777)	(357,202)	23,734,311

Six Months Ended June 30, 2023

	Ordinary shares		Additional paid-in capital	Accumulated deficit	Other comprehensive income/ (loss)	Total stockholders' equity
	Shares	Amount				
		A$	A$	A$	A$	A$
Balances at January 1, 2023	211,844,435	21,184	119,040,784	(92,678,783)	(291,714)	26,091,471
Net loss	0	0	0	(2,389,994)	0	(2,389,994)
Other comprehensive loss	0	0	0	0	(65,488)	(65,488)
Performance awards and exercise of stock options	525,000	53	(53)	0	0	0
Stock-based compensation expense	0	0	98,322	0	0	98,322
Balances at June 30, 2023	212,369,435	21,237	119,139,053	(95,068,777)	(357,202)	23,734,311

See accompanying Notes to the Consolidated Condensed Financial Statements.

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Universal Biosensors, Inc.

Consolidated Condensed Statements of Cash Flows (Unaudited)

	Six Months Ended June 30,	
	2024	**2023**
	A$	**A$**
Cash flows from operating activities:		
Net loss	(7,232,875)	(2,389,994)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	475,707	465,867
Stock-based compensation expense	84,494	98,322
Non-cash lease (benefit)/expense	(7,376)	47,844
Cash lease payments	(304,222)	0
Unrealized foreign exchange gains	(32,229)	(83,576)
Change in assets and liabilities:		
Other liabilities	(36,132)	(5,110,786)
Inventories	(1,075,250)	(564,486)
Accounts receivable	730,843	(489,930)
Prepayments and other assets	3,272,858	(1,686,531)
Other non-current assets	0	(3,539)
Contract liabilities	0	4,633
Employee entitlements	193,748	151,382
Accounts payable and accrued expenses	(1,243,824)	(172,203)
Net cash used in operating activities	(5,174,257)	(9,732,997)
Cash flows from investing activities:		
Purchases of property, plant and equipment	(111,687)	(780,936)
Net cash used in investing activities	(111,687)	(780,936)
Cash flows from financing activities:		
Proceeds from borrowings	0	1,056,059
Repayment of borrowings	(607,388)	(701,420)
Proceeds from issuance of common stock, net of issuance costs	12,409,067	0
Other	(4,452)	(33,987)
Net cash provided by financing activities	11,797,227	320,652
Net increase/(decrease) in cash, cash equivalents and restricted cash	6,511,283	(10,193,281)
Cash, cash equivalents and restricted cash at beginning of period	10,595,429	26,824,851
Effect of exchange rate fluctuations on the balances of cash held in foreign currencies	(75,728)	12,330
Cash, cash equivalents and restricted cash at end of period	17,030,984	16,643,900

See accompanying Notes to the Consolidated Condensed Financial Statements.

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1. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP" or "GAAP") and with the instructions to Form 10-Q and Article 10 of Regulation S-X for interim financial information. Accordingly, they do not include all information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of the Company's management, the consolidated condensed financial statements reflect all adjustments, which are normal and recurring in nature, necessary for fair financial statement presentation. Operating results for the three and six months ended June 30, 2024 are not necessarily indicative of the results that may be expected for the year ending December 31, 2024. These consolidated condensed financial statements and accompanying notes should be read in conjunction with the Company's annual consolidated financial statements and accompanying notes included in its Annual Report on Form 10-K for the year ended December 31, 2023 (the "2023 Form 10-K" or "Annual Report") filed with the U.S. Securities and Exchange Commission (the "SEC") on February 29, 2024. The year-end consolidated condensed balance sheets data as at December 31, 2023 was derived from audited financial statements but does not include all disclosures required by U.S. GAAP.

Principles of Consolidation

The consolidated condensed financial statements include the financial statements of the Company and its wholly owned subsidiaries, UBS, UBS LLC, HRL and UBS BV. All intercompany balances and transactions have been eliminated on consolidation.

Use of Estimates

The preparation of the consolidated condensed financial statements requires management of the Company to make a number of estimates and assumptions relating to the reported amount of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated condensed financial statements and the reported amounts of revenues and expenses during the period. Significant items subject to such estimates and assumptions include the adequacy of the provision for expected credit losses, deferred income taxes, research and development tax incentive income, impairment of definite-lived intangible assets and stock-based compensation expenses. Actual results could differ from those estimates.

Recent Accounting Pronouncements

The Company assesses the adoption impacts of recently issued accounting standards by the Financial Accounting Standards Board on the Company's financial statements as well as material updates to previous assessments, if any, from the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

(a) Recent issued accounting standards not yet adopted

Nil

(b) Recent adopted accounting standards

ASU No. 2023-09, "Improvement to Income Tax Disclosures"

In December 2023, the FASB issued ASU No. 2023-09, Improvements to Income Tax Disclosures, which requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. The amendments in this ASU are effective for annual periods beginning on January 1, 2025, and should be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted.

On January 1, 2024, the Company adopted the new accounting pronouncement ASU No. 2023-09. The adoption of ASU No. 2023-09 did not have any impact on the consolidated condensed financial statements or results of operations.

ASU No. 2023-07 "Improvements to Reportable Segment Disclosures"

In November 2023, the FASB issued ASU No. 2023-07, Improvements to Reportable Segment Disclosures, which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. In addition, the amendments enhance interim disclosure requirements, clarify circumstances in which an entity can disclose multiple segment measures of profit or loss, provide new segment disclosure requirements for entities with a single reportable segment, and contain other disclosure requirements. The purpose of the amendments is to enable investors to better understand an entity's overall performance and assess potential future cash flows. For public business entities, the amendments in this ASU are effective for annual periods beginning on January 1, 2024 and interim periods beginning on January 1, 2025, and should be applied on a retrospective basis for all periods presented. For entities other than public business entities, the ASU is effective for annual periods beginning after December 15, 2025.

On January 1, 2024, the Company adopted the new accounting pronouncement ASU No. 2023-07. The adoption of ASU No. 2023-07 did not have any impact on the consolidated condensed financial statements or results of operations.

Net Profit/(Loss) per Share and Anti-dilutive Securities

Basic and diluted net profit/(loss) per share is presented in conformity with ASC 260 – Earnings per Share. Basic and diluted net profit/(loss) per share has been computed using the weighted-average number of common shares outstanding during the period. Diluted net profit/(loss) per share is calculated by adjusting the basic net profit/(loss) per share by assuming all dilutive potential ordinary shares are converted.

Foreign Currency

Functional and Reporting Currency

Items included in the financial statements of each of the Company's entities are measured using the currency of the primary economic environment in which the entity operates ("the functional currency"). The functional currency of UBI and UBS is A$ for all years presented. The functional currencies of UBS LLC, HRL and UBS BV are US$, CAD$ and €, respectively, for all years presented.

The consolidated condensed financial statements are presented using a reporting currency of A$.

Transactions and Balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at period end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in the consolidated condensed statements of comprehensive income/(loss).

The results and financial position of all the Group entities that have a functional currency different from the reporting currency are translated into the reporting currency as follows:

- assets and liabilities for each balance sheet item reported are translated at the closing rate at the date of that balance sheet;
- income and expenses for each income statement item reported are translated at average exchange rates (unless this is not a reasonable approximation of the effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and
- all resulting exchange differences are recognized as a separate component of equity.

On consolidation, exchange differences arising from the translation of any net investment in foreign entities are taken to the Accumulated Other Comprehensive Income/(Loss).

Fair Value of Financial Instruments

The carrying value of all current assets and current liabilities approximates fair value because of their short-term nature. The estimated fair value of all other amounts has been determined, depending on the nature and complexity of the assets or the liability, by using one or all of the following approaches:

- Market approach – based on market prices and other information from market transactions involving identical or comparable assets or liabilities.
- Cost approach – based on the cost to acquire or construct comparable assets less an allowance for functional and/or economic obsolescence.
- Income approach – based on the present value of a future stream of net cash flows.

These fair value methodologies depend on the following types of inputs:

- Quoted prices for identical assets or liabilities in active markets (Level 1 inputs).
- Quoted prices for similar assets or liabilities in active markets or quoted prices for identical or similar assets or liabilities in markets that are not active or are directly or indirectly observable (Level 2 inputs).
- Unobservable inputs that reflect estimates and assumptions (Level 3 inputs).

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Concentration of Credit Risk and Other Risks and Uncertainties

Cash, cash equivalents, restricted cash and accounts receivable consist of financial instruments that potentially subject the Company to concentration of credit risk to the extent of the amount recorded on the consolidated condensed balance sheets. The Company's cash, cash equivalents and restricted cash are primarily invested with one of Australia's largest banks. The Company is exposed to credit risk in the event of default by the banks holding the cash, cash equivalents and restricted cash to the extent of the amount recorded on the consolidated condensed balance sheets. The Company has not experienced any losses on its deposits of cash, cash equivalents and restricted cash. In relation to receivables the Company performs ongoing credit evaluations of our customers. The provision for expected credit losses is determined principally on the basis of past collection experience as well as consideration of current economic conditions and changes in our customer collection trends.

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents. For cash and cash equivalents, the carrying amount approximates fair value due to the short maturity of those instruments.

The Company maintains cash and restricted cash, which includes collateral for facilities.

Inventory

Inventories are stated at the lower of cost or net realizable value. Net realizable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and estimated costs necessary to dispose. Inventories are principally determined under the average cost method which approximates cost. Cost comprises direct materials, direct labour and an appropriate portion of variable and fixed overhead expenditure, the latter being allocated on the basis of normal operating capacity. Costs of purchased inventory are determined after deducting rebates and discounts. The Company recognizes inventory on the consolidated condensed balance sheets when they have concluded that the substantial risks and rewards of ownership, as well as the control of the asset, have been transferred.

Receivables

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The allowance for credit losses is the best estimate of the amount of probable credit losses in the existing accounts receivable. The Company evaluates the collectability of accounts receivable and records a provision for expected credit losses based on factors including the length of time the receivables are past due, the current business environment and the Company's historical experience. The expense to adjust the provision for expected credit losses, if any, is recorded within selling, general and administrative expenses in the consolidated condensed statements of comprehensive income/(loss). Account balances are charged against the allowance when it is probable the receivable will not be recovered.

Prepayments

Prepaid expenses represent expenditures that have not yet been recorded by the Company as an expense but have been paid for in advance. The Company's prepayments are primarily represented by insurance premiums paid annually in advance.

Other Current Assets

The Company's other current assets are primarily represented by sundry receivables.

Property, Plant and Equipment

Property, plant and equipment are recorded at acquisition cost, less accumulated depreciation.

Depreciation on plant and equipment is calculated using the straight-line method over the estimated useful lives of the assets. The estimated useful life of machinery and equipment is three to ten years. Leasehold improvements are amortized on the straight-line method over the shorter of the remaining lease term or estimated useful life of the asset. Maintenance and repairs that do not extend the life of the asset are charged to operations as incurred and include normal services and do not include items of a capital nature.

Impairment of Long-Lived Assets

The Company reviews its long-lived assets, including property, plant and equipment and definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be fully recoverable. An impairment loss is recognized when the undiscounted future cash flows expected to result from the use of the asset is less than the carrying amount of the asset. Accordingly, we recognize an impairment loss based on the excess of the carrying value amount over the fair value of the asset.

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Australian Goods and Services Tax, Canadian Harmonized Sales Tax, US Sales Tax and European Value Added Tax, collectively "***Sales Tax***"

Revenues, expenses and assets are recognized net of the amount of associated Sales Tax, unless the Sales Tax incurred is not recoverable from the taxation authority. In this case it is recognized as part of the cost of acquisition of the asset or as part of the expense. Receivables and payables are stated inclusive of the amount of Sales Tax receivable or payable. The net amount of Sales Tax recoverable from, or payable to, the taxation authority is included with other current assets or accrued expenses in the consolidated condensed balance sheets dependent on whether the balance owed to the taxation authorities is in a net receivable or payable position.

Leases

At contract inception, the Company determines if the new contractual arrangement is a lease or contains a leasing arrangement. If a contract contains a lease, the Company evaluates whether it should be classified as an operating or a finance lease. Upon modification of the contract, the Company will reassess to determine if a contract is or contains a leasing arrangement.

The Company records lease liabilities based on the future estimated cash payments discounted over the lease term, defined as the non-cancellable time period of the lease, together with all the following:

- periods covered by an option to extend the lease if the Company is reasonably certain to exercise the extension option; and
- periods covered by an option to terminate the lease if the Company is reasonably certain not to exercise the termination option.

Leases may also include options to terminate the arrangement or options to purchase the underlying lease property. The Company does not separate lease and non-lease components of contracts. Lease components provide the Company with the right to use an identified asset, which consist of the Company's real estate properties and office equipment. Non-lease components consist primarily of maintenance services.

As an implicit discount rate is not readily determinable in the Company's lease agreements, the Company uses its estimated secured incremental borrowing rate based on the information available at the lease commencement date in determining the present value of future lease payments. For certain leases with original terms of twelve months or less, the Company recognizes lease expense as incurred and does not recognize any lease liabilities. Short-term and long-term portions of operating and finance lease liabilities are classified as lease liabilities in the Company's consolidated condensed balance sheets.

A right-of-use ("ROU") asset is measured as the amount of the lease liability with adjustments, if applicable, for lease incentives, initial direct costs incurred by the Company and lease prepayments made prior to or at lease commencement. ROU assets are classified as operating or finance lease right-of-use assets, net of accumulated amortization, on the Company's consolidated condensed balance sheets. The Company evaluates the carrying value of ROU assets if there are indicators of potential impairment and performs the analysis concurrent with the review of the recoverability of the related asset group. If the carrying value of the asset group is determined to not be fully recoverable and is in excess of its estimated fair value, the Company will record an impairment loss in its consolidated condensed statements of income and comprehensive income/(loss).

Lease payments may be fixed or variable, however, only fixed payments or in-substance fixed payments are included in the Company's lease liability calculation. Variable lease payments are recognized in operating expenses in the period in which the obligation for those payments is incurred.

Asset Retirement Obligations

Asset retirement obligations ("ARO") are legal obligations associated with the retirement and removal of long-lived assets. ASC 410 – Asset Retirement and Environmental Obligations requires entities to record the fair value of a liability for an asset retirement obligation when it is incurred. When the liability is initially recorded, the Company capitalizes the cost by increasing the carrying amounts of the related property, plant and equipment. Over time, the liability increases for the change in its present value, while the capitalized cost depreciates over the useful life of the asset. The Company derecognizes ARO liabilities when the related obligations are settled.

The ARO is in relation to our premises where in accordance with the terms of the lease, the lessee has to restore part of the building upon vacating the premises.

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Revenue Recognition

The Group recognizes revenue predominantly from the sale of analyzers and test strips and the provision of laboratory testing services based on the provisions of ASC 606 Revenue from Contracts with Customers. In accordance with this provision, to determine whether to recognize revenue, the Group follows a five-step process:

a) Identifying the contract with a customer;
b) Identifying the performance obligations within the customer contract;
c) Determining the transaction price;
d) Allocating the transaction price to the performance obligation; and
e) Recognizing revenue when/as performance obligations are satisfied.

Nature of goods and services

The following is a description of products and services from which the Company generates its revenue.

Products and services	*Nature, timing of satisfaction of performance obligations and significant payment terms*
Coagulation testing products (“Xprecia”)	Our point-of-care coagulation testing products use electrochemical cell technology to measure Prothrombin Time (PT/INR), a test used to monitor the effect of the anticoagulant therapy warfarin. The performance obligation for the sale of these products is satisfied at a point-in-time when the Company transfers control of the products to its customer. The point of transfer of control of the products is dictated by individual terms contained within a customer agreement, as are the payment terms. The transaction price is fixed.
Laboratory testing services	HRL provides non-diagnostic laboratory services and performs these services on behalf of customers. The performance obligation for the services is satisfied when the testing has been finalized and results have been reported to the customer. In some cases, the performance obligations will be satisfied as predetermined milestones have been achieved by the Company.
Wine testing products (“Sentia”)	Our Sentia wine analyzer is used to measure Free SO_2, Malic Acid, Glucose, Fructose, Total Sugar, Acetic Acid and Titratable Acidity levels in wine. The performance obligation for the sale of this product is satisfied at a point-in-time when the Company transfers control of the products to its customer. The point of transfer of control of the products is dictated by the individual terms contained within a customer agreement, as are the individual payment terms. The transaction price is fixed.
Veterinary diabetes product (“Petrackr”)	Our veterinary blood glucose product, Petrackr, is a blood glucose monitoring product for dogs and cats with diabetes. The performance obligation for the sale of this product is satisfied at a point-in-time when the Company transfers control of the products to its customer. The point of transfer of control of the products is dictated by the individual terms contained within a customer agreement, as are the individual payment terms. The transaction price is fixed.

See Note 8 to the Consolidated Condensed Financial Statements for a disaggregation of revenue.

Interest Income

Interest income is recognized as it accrues, taking into account the effective yield and consists of interest earned on cash, cash equivalents and restricted cash in interest-bearing accounts.

Research and Development Tax Incentive Income

Research and development tax incentive income is recognized when there is reasonable assurance that the income will be received, the relevant expenditure has been incurred and the consideration can be reliably measured.

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The research and development tax incentive is one of the key elements of the Australian Government's support for Australia's innovation system and is supported by legislative law primarily in the form of the Australian Income Tax Assessment Act 1997 as long as eligibility criteria are met. Subject to meeting a number of conditions, an entity involved in eligible research and development ("R&D") activities may claim research and development tax incentive income as follows:

(1) as a 43.5% refundable tax offset if aggregate turnover (which generally means an entity's total income that it derives in the ordinary course of carrying on a business, subject to certain exclusions) of the entity is less than A$20,000,000, or

(2) as a 38.5% non-refundable tax offset if aggregate turnover of the entity is more than A$20,000,000.

In accordance with SEC Regulation S-X Article 5-03, the Company's research and development tax incentive income has been recognized as non-operating income as it is not indicative of the core operating activities or revenue producing goals of the Company.
Management has assessed the Company's R&D activities and expenditures to determine which activities and expenditures are likely to be eligible under the tax incentive regime described above. At each period end management estimates the refundable tax offset available to the Company based on available information at the time. This estimate is also reviewed by external tax advisors on an annual basis.

The Company has recorded research and development tax incentive income of A$580,026 and A$694,374 for the three and six months ended June 30, 2024, respectively. In the six months ended June 30, 2024 there is reasonable assurance that the aggregate turnover of the Company for the year ended December 31, 2024 will not exceed A$20,000,000.

Research and Development Expenditure

R&D expenses consist of costs incurred to further the Company's research and product development activities and include salaries and related employee benefits, costs associated with clinical trial and preclinical development, regulatory activities, research-related overhead expenses, costs associated with the manufacture of clinical trial material, costs associated with developing a commercial manufacturing process, costs for consultants and related contract research, facility costs and depreciation. R&D costs are expensed as incurred as they fall in the scope of ASC 730 'Research and Development'.

Clinical Trial Expenses

Clinical trial costs are a component of R&D expenses. These expenses include fees paid to participating hospitals and other service providers, which conduct certain testing activities on behalf of the Company. Depending on the timing of payments to the service providers and the level of service provided, the Company records prepaid or accrued expenses relating to these costs.

Stock-based Compensation

We measure stock-based compensation at grant date, based on the estimated fair value of the award and recognize the cost as an expense on a straight-line basis over the vesting period of the award. We estimate the fair value of stock options using the Trinomial Lattice model.

We record deferred tax assets for awards that will result in deductions on our income tax returns, based on the amount of compensation cost recognized and our statutory tax rate in the jurisdiction in which we will receive a deduction. Differences between the deferred tax assets recognized for financial reporting purposes and the actual tax deduction reported in our income tax return are recorded in expense or in capital in excess of par value if the tax deduction exceeds the deferred tax assets or to the extent that previously recognized credits to paid-in-capital are still available if the tax deduction is less than the deferred tax asset.

Employee Benefit Costs

The Company contributes a portion of each employee's salary to standard defined contribution superannuation funds on behalf of all eligible UBS employees in line with legislative requirements. The contribution rate increased from 10.5% to 11.0% for the period commencing July 1, 2023 and increased to 11.5% on July 1, 2024. Superannuation is an Australian compulsory savings program plan for retirement whereby employers are required to pay a portion of an employee's remuneration to an approved superannuation fund that the employee is typically not able to access until they have reached the statutory retirement age. Whilst the Company has a third-party default superannuation fund, it permits UBS employees to choose an approved and registered superannuation fund into which the contributions are paid. Contributions are charged to the consolidated condensed statements of comprehensive income/(loss) as the expense is incurred.

Registered Retirement Savings Plan and Deferred Sharing Profit Plan

The Company provides eligible HRL employees with a retirement plan. The retirement plan includes a Registered Retirement Savings Plan ("RRSP") and Deferred Profit Sharing Plan ("DPSP"). The RRSP is voluntary and the employee contributions are matched by the Company up to a maximum of 5% based on their continuous years of service and placed into the RRSP. The Company contributes 1% to 2% of the employee's base earnings towards the DPSP. The DPSP contributions are vested immediately.

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Benefit Plan

The Company provides eligible HRL employees a Benefit Plan. In general, the Benefit Plan includes extended health care, dental care, basic life insurance, basic accidental death and dismemberment and disability insurance.

401k Plan

The Company acts as a plan sponsor for a 401K plan for eligible UBS LLC employees. A 401K plan is a US-based defined-contribution pension account into which the employees can elect to have a percentage of their salary deducted and contributed to the plan. Their contributions are matched by the Company up to a maximum of 10% of their salary.

Employee Entitlements Liabilities

Employee entitlements to annual leave and long service leave are recognized when they accrue to employees. A provision is made for the estimated liability for annual leave and long-service leave as a result of services rendered by employees up to the balance sheet date.

Income Taxes

We are subject to income taxes in Australia, Canada, the Netherlands and the United States. The Company applies ASC 740 - Income Taxes which establishes financial accounting and reporting standards for the effects of income taxes that result from a Company's activities during the current and preceding years. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Where it is more likely than not that some portion or all of the deferred tax assets will not be realized, the deferred tax assets are reduced by a valuation allowance. The valuation allowance is sufficient to reduce the deferred tax assets to the amount that is more likely than not to be realized.

Pursuant to the U.S. tax reform rules, UBI is subject to regulations addressing Global Intangible Low-Taxed Income ("GILTI"). The GILTI rules are provisions of the U.S. tax code enacted as a part of tax reform legislation in the U.S. passed in December 2017. Mechanically, the GILTI rule functions as a global minimum tax for all U.S. shareholders of controlled foreign corporations ("CFCs") and applies broadly to certain income generated by a CFC. The Company can make an accounting policy election to either: (1) treat GILTI as a period cost if and when incurred; or (2) recognize deferred taxes for basis differences that are expected to reverse as GILTI in future years. The Company has elected to treat GILTI as a period cost.

Reclassification

Certain prior year amounts have been reclassified to conform with current year presentation.

2. Cash, cash equivalents and restricted cash

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated condensed balance sheets that sum to the total of the same such amounts shown in the consolidated condensed statements of cash flows.

	June 30, 2024	December 31, 2023
	A$	A$
Cash and cash equivalents	16,675,984	10,240,429
Restricted cash – current assets	35,000	35,000
Restricted cash – non-current assets	320,000	320,000
	17,030,984	10,595,429

Restricted cash maintained by the Company in the form of term deposits is as follows:

	June 30, 2024	December 31, 2023
	A$	A$
Restricted cash – current assets	35,000	35,000
Restricted cash – non-current assets	320,000	320,000
	355,000	355,000

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Collateral for facilities represents a letter of credit for A$35,000 issued in favour of American Express Australia Ltd (current), bank guarantee of A$250,000 for commercial lease of UBS' premises (non-current) and security deposit on Company's credit cards of A$70,000 (non-current).

Interest earned on the restricted cash for the three months ended June 30, 2024 and 2023 was A$3,849 and A$3,056, respectively and A$7,698 and A$5,900 for the six months ended June 30, 2024 and 2023, respectively.

3. Inventories

	June 30, 2024	December 31, 2023
	A$	A$
Raw materials	234,321	261,753
Work in progress	627,343	273,965
Finished goods	4,591,519	3,842,215
	5,453,183	4,377,933

4. Receivables

	June 30, 2024	December 31, 2023
	A$	A$
Accounts receivable	1,504,850	2,125,500
Allowance for credit losses	(110,193)	0
	1,394,657	2,125,500

5. Property, Plant and Equipment

	June 30, 2024	December 31, 2023
	A$	A$
Plant and equipment	23,126,920	22,962,369
Leasehold improvements	9,341,948	9,341,941
	32,468,868	32,304,310
Accumulated depreciation	(27,922,184)	(27,456,376)
Property, plant & equipment - net	4,546,684	4,847,934

6. Leases

The Company's lease portfolio consists primarily of operating leases for office space and equipment with contractual terms expiring from December 2025 to February 2032. Lease contracts may include one or more renewal options that allow the Company to extend the lease term. The exercise of lease options is generally at the discretion of the Company. None of the Company's leases contain residual value guarantees, substantial restrictions, or covenants. The Company's leases are substantially within Australia and Canada.

	June 30, 2024	December 31, 2023
	A$	A$
Operating lease right-of-use assets:		
Non-current	2,527,985	2,662,885
Operating lease liabilities:		
Current	857,982	825,475
Non-current	2,741,169	3,179,294
Weighted average remaining lease terms (in years)	6.1	6.3
Weighted average discount rate	4.8%	4.8%

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The components of lease income/expense were as follows:

	Six Months Ended June 30,	
	2024	2023
	A$	A$
Fixed payment operating lease expense	224,899	477,094
Short-term lease expense	3,111	0
Sub-lease income	73,213	66,950

The sub-lease income is deemed an operating lease.

The components of the fixed payment operating and short-term lease expense as classified in the consolidated condensed statements of comprehensive income/(loss) are as follows:

	Six Months Ended June 30,	
	2024	2023
	A$	A$
Cost of services	12,383	9,644
Research and development	15,135	51,773
Selling, general and administrative	197,381	415,677
	224,899	477,094

Supplemental cash flow information related to the Company's leases was as follows:

	Six Months Ended June 30,	
	2024	2023
	A$	A$
Operating cash outflows from operating leases	499,584	486,157

Supplemental non-cash information related to the Company's leases was as follows:

	Six Months Ended June 30,	
	2024	2023
	A$	A$
Right-of-use assets obtained in exchange for lease liabilities	28,353	28,353
Right-of-use asset modifications	0	0

Future lease payments are as follows:

	June 30, 2024	December 31, 2023
	A$	A$
1 year	1,010,318	998,418
2 years	714,816	1,022,251
3 years	411,903	407,413
4 years	417,634	416,427
5 years	423,570	418,875
Thereafter	1,175,574	1,388,933
Total future lease payments	4,153,815	4,652,317
Less: imputed interest	(554,664)	(647,548)
Total operating lease liabilities	3,599,151	4,004,769
Current	857,982	825,475
Non-current	2,741,169	3,179,294

On March 1, 2024, HRL entered into a tenancy agreement for an office space for a 12-month period in Hamilton, Canada. As of June 30, 2024, the Company has not entered into any operating or finance lease agreements that have not yet commenced.

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7. Short-Term Loan

In December 2023 the Company entered into a short-term loan facility to finance its 2024 Insurance Premium. The total amount available and drawn down under the facility is A$911,082. The facility is repayable in nine monthly installments which commenced in January 2024 and has an effective annual interest rate of 1.99%. The short-term borrowing is secured by proceeds of or payable under any insurance including proceeds or refunds from the cancellation or termination of any insurance.

8. Revenue

Disaggregation of Revenue

In the following table, revenue is disaggregated by major product and service lines and timing of revenue recognition.

	Three Months ended June 30,		Six Months ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Major product/service lines				
Coagulation testing products	799,736	245,066	1,427,728	825,625
Laboratory testing services	253,588	187,410	543,255	307,915
Wine testing products	541,683	563,217	1,068,371	1,157,617
Veterinary diabetes products	30,559	308,044	55,722	308,044
	1,625,566	1,303,737	3,095,076	2,599,201
Timing of revenue recognition				
Products and services transferred at a point in time	1,625,566	1,303,737	3,095,076	2,599,201

Contract Balances

The following table provides information about receivables and contract liabilities from contracts with customers.

	Six Months Ended June 30,	
	2024	2023
	A$	A$
Receivables	1,394,657	1,464,254
Contract liabilities	24,429	34,483

The Company's contract liabilities represent the Company's obligation to transfer products to customers for which the Company has received consideration from customers, but the transfer has not yet been completed.

Significant changes in the contract assets and the contract liabilities balances during the period are as follows:

	Six Months Ended June 30,	
	2024	2023
	A$	A$
Contract Liabilities – current:		
Opening balance	36,132	29,851
Closing balance	24,429	34,483
Net increase/(decrease)	(11,703)	4,632

The Company expects all of the Company's contract liabilities to be realized by December 31, 2024.

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9. Other Income

Other income is recognized when there is reasonable assurance that the income will be received, and the consideration can be reliably measured. Other income is as follows for the relevant periods:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Federal and state government subsidies	0	0	0	20,000
Rental income	36,391	33,476	73,213	66,954
Other income	0	5,110,786	0	5,110,786
Sundry	29,126	13,015	35,056	13,015
	65,517	5,157,277	108,269	5,210,755

Other income for the three and six months ended June 30, 2023 represents the following:

- Previously accrued marketing support payment of A$2,896,764 derecognized
- Previously accrued license fee payable to Siemens of A$2,214,022 derecognized

10. Total Comprehensive Income/(Loss)

The Company follows ASC 220 – Comprehensive Income. Comprehensive income/(loss) is defined as the total change in shareholders' equity during the period other than from transactions with shareholders and for the Company, includes net income/(loss).

The tax effect allocated to each component of other comprehensive income/(loss) is as follows:

	Before-Tax Amount	Tax (Expense)/ Benefit	Net-of-Tax Amount
	A$	A$	A$
Three Months Ended June 30, 2024			
Foreign currency translation reserve	(170,062)	0	(170,062)
Other comprehensive loss	(170,062)	0	(170,062)
Three Months Ended June 30, 2023			
Foreign currency translation reserve	14,747	0	14,747
Other comprehensive income	14,747	0	14,747
Six Months Ended June 30, 2024			
Foreign currency translation reserve	5,475	0	5,475
Other comprehensive income	5,475	0	5,475
Six Months Ended June 30, 2023			
Foreign currency translation reserve	(65,488)	0	(65,488)
Other comprehensive loss	(65,488)	0	(65,488)

11. Related Party Transactions

Details of related party transactions material to the operations of the Group other than compensation arrangements, expense allowances and other similar items in the ordinary course of business, are set out below:

On May 8, 2024, the Company announced that a fully underwritten non-renounceable rights issue of new CHESS depositary interests over fully paid ordinary shares in UBI ("New CDIs") raised A$10 million ("Entitlement Offer") at a ratio of 1 New CDI for approximately every 3.47 existing CDIs held at the record date, being April 16, 2024. In addition, participants in the Entitlement Offer received one attaching option to acquire CDIs for each New CDI acquired under the Entitlement Offer at an exercise price of A$0.20 ("Options"). The Options vested upon issue, expire 3 years from the date of issue, are exercisable in multiple tranches and each entitle the option holder to 1 CDI upon exercise (subject to any adjustments for reconstructions or bonus issues in accordance with the Listing Rules).

In connection with the Entitlement Offer, the Company received a binding commitment from the Underwriter, Viburnum Funds Pty Ltd ("Viburnum") to fully underwrite the Entitlement Offer. Following the close of the Entitlement Offer, 29,289,424 New CDIs and Options were issued to Viburnum.

Mr. Craig Coleman is a Non-Executive Director of the Company and an Executive Chairman and associate of the Underwriter. Viburnum, as investment manager for its associated funds and entities currently holds voting power over approximately 29% of the Company's shares.

The Company, after receiving the approval of the stockholders of the Company at a special meeting of stockholders held on April 10, 2024 (the “Meeting”), issued Viburnum 13,849,567 options, as its underwriting fee ("Underwriter Options"), equal in value to 5.0% of the underwritten amount of A$10 million. The Underwriter Options were issued on the same terms as the Options issued to investors under the Entitlement Offer.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold in the United States or to, or for the account of, a U.S. Person (within the meaning of Regulation S under the Securities Act), absent registration or an applicable exemption from the registration requirements. Hedging transactions involving these securities may not be conducted unless in compliance with the Securities Act.

In addition, the Company received stockholder approval at the Meeting to amend its certificate of incorporation to increase the number of authorized shares of common stock available for issuance.

On May 27, 2022, Viburnum acquired from Mr. Sharman unlisted options to purchase up to 1,000,000 ordinary shares at A$0.57 per option. The options fully vested on March 25, 2020, had an exercise price of A$0.20 and have an expiry date of March 24, 2024. These options were exercised on March 22, 2024. In March 2024, Mr. Sharman and his associates exercised 1,364,666 options at an exercise price of A$0.20 per option.

There were no material related party transactions or balances as at June 30, 2024 other than as disclosed above.

12. Commitments and Contingencies

Liabilities for loss contingencies, arising from claims, assessments, litigation, fines and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated. These were nil as at June 30, 2024 and December 31, 2023. Purchase commitments are entered into with various parties to purchase products and services such as equipment, technology and consumables used in R&D and commercial activities. Purchase commitments contracted for as at June 30, 2024 and December 31, 2023 were A$3,091,203 and A$3,484,474, respectively.

13. Segment Information

We operate in one segment. We are a specialist biosensors Company focused on the development, manufacture and commercialization of a range of point of use devices for measuring different analytes across different industries.

Our operations are in Australia, US, Europe and Canada. The chief operating decision maker of the Company is the Chief Executive Officer.

The Company’s material long-lived assets are predominantly based in Australia and Canada.

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Item 2 Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis provides information that we believe is relevant to an assessment and understanding of our results of operations and financial condition. You should read this analysis in conjunction with our audited consolidated financial statements and related footnotes and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our most recent Annual Report on Form 10-K filed with the United States Securities and Exchange Commission ("SEC"). This Form 10-Q contains, including this discussion and analysis, certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") which are intended to be covered by the safe harbors created by such acts. For this purpose, any statements that are not statements of historical fact may be deemed to be forward-looking statements, including statements relating to future events and our future financial performance. Those statements in this Form 10-Q containing the words "anticipates", "assumes", "believes", "can", "could", "estimates", "expects", "future", "illustration", "intends", "may", "plans", "predicts", "will", "would" and similar expressions constitute forward-looking statements, although not all forward-looking statements contain such identifying words.

The forward-looking statements contained in this Form 10-Q are based on our current expectations, assumptions, estimates and projections about the Company and its businesses. All such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results to be materially different from those results expressed or implied by these forward-looking statements, including those set forth in this Quarterly Report on Form 10-Q. The Company assumes no obligation to revise or update any forward-looking statements for any reason, except as required by law.

Our Business

We are a specialist biosensors company focused on commercializing a range of biosensors in oenology (wine industry), human health including oncology, coagulation, women's health and fertility, non-human and environmental testing using our patented platform technology and hand-held point-of-use devices.

Key developments include:

- A$2.50 million raised pursuant to a placement in Q1 and A$10.00 million raised pursuant to a fully underwritten entitlement offer which closed on May 1, 2024 and completed on May 8, both at an issue price of A$0.15. Total amount raised net of issuance costs was A$11.5 million (costs of issuance of $0.97 million). In addition, participants in the capital raise received one attaching option to acquire CDIs for each New CDI acquired at an exercise price of A$0.20
- Receipt of FDA 510(k) and CLIA Waiver approval for Xprecia Prime for the full measuring range of 0.8 – 8.0 INR which allows the Company to sell Xprecia Prime into healthcare professional settings (including CLIA waived facilities) such as hospitals, clinics and doctor's office in the U.S.
- Total revenue increased 19% in H1 2024 to A$3.10 million when compared to H1 2023
- Gross profit from products and services increased 21% in H1 2024 to A$2.05 million when compared to H1 2023
- Operating costs decreased in H1 2024 when compared to H1 2023 as follows:
  - R&D expenses declined by 37% to A$1.97 million
  - Total operating expenses declined by 4% to A$10.19 million
- Net loss after tax, before non-recurring other income of A$5.11 million in H1 2023, improved by A$0.45 million in H1 2024 when compared to H1 2023. Non-recurring other income comprised of A$2.90 million for derecognized of accrued marketing support payment, and A$2.21 million for derecognized of accrued license fee payable to Siemens.

Results of Operations

Analysis of Consolidated Revenue

The financial results of the products and services we generated revenues from during the three and six months ended June 30, 2024 and 2023 are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Revenue from products & services	1,625,566	1,303,737	3,095,076	2,599,201
Cost of goods sold and services	(455,251)	(490,786)	(1,046,895)	(909,474)
Gross profit	1,170,315	812,951	2,048,181	1,689,727

Revenue from products and services increased by 25% and 19% during the three and six months ended June 30, 2024 when compared to the same period in the previous financial year. Gross profit increased by 23% and 11% during the three and six months ended June 30, 2024 when compared to the same period in the previous financial year. There were no material changes to the gross profit margin during these periods.

Revenue from Products

The financial results of the coagulation, wine testing and veterinary diabetes products we sold during the respective periods are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Xprecia	799,736	245,066	1,427,728	825,625
Sentia	541,683	563,217	1,068,371	1,157,617
Petrackr	30,559	308,044	55,722	308,044
	1,371,978	1,116,327	2,551,821	2,291,286
Cost of goods sold	(343,949)	(402,373)	(825,416)	(772,344)
Gross profit	1,028,029	713,954	1,726,405	1,518,942

Our total revenue from products increased by 23% and 11% during the three and six months ended June 30, 2024, compared to the same period in the previous financial year. Our gross profit increased by 44% and 14% during the three and six months ended June 30, 2024 when compared to the same period in the previous financial year. There were no material changes to the gross profit margin during these periods.

Revenue from Xprecia increased by 226% and 73% during the three and six months ended June 30, 2024, compared to the same period in the previous financial year through our sales and marketing initiatives. Sentia strip sales increased by 17% and 26% during the three and six months ended June 30, 2024, compared to the same period in the previous financial year but our overall Sentia revenue declined by 4% and 8% during the same periods primarily as a result of large stocking orders placed for devices during H1 2023. Sentia sales have also been affected by a software issue in Q2 2024. This issue is being rectified and is expected to be resolved in early Q3 2024. Revenue from Petrackr for the respective periods has declined as large stocking orders were placed initially upon its launch in May 2023.

Revenue from Services

The financial results of the laboratory testing services we provided during the respective periods are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Laboratory testing services	253,588	187,410	543,255	307,915
Cost of services	(111,302)	(88,413)	(221,479)	(137,130)
Gross profit	142,286	98,997	321,776	170,785

Revenue from laboratory testing services increased by 35% and 76% during the three and six months ended June 30, 2024, compared to the same period in the previous financial year due to new revenue generating customers. There were no material changes to the gross profit margin during these periods.

Depreciation and Amortization Expenses

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Depreciation	187,986	244,194	398,784	461,193
Amortization	44,517	2,336	88,339	4,674
Depreciation allocated to cost of goods sold & services	(9,894)	(5,824)	(11,416)	(6,938)
	222,609	240,706	475,707	458,929

Depreciation of fixed assets is calculated on a straight-line basis over the useful life of property, plant and equipment. Decrease in depreciation over the respective periods is as a result of certain assets fully depreciated.

Amortization expense for the 2024 financial year represents the Company's software. Increase in amortization expense is as a result of certain software costs which were still in development during the 2023 financial year and were not amortized have since been completed and subject to amortization during 2024.

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Research and Development Expenses

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Research and development expenses	1,720,116	1,303,502	1,974,333	3,157,965

Our research and development ("R&D") expenditure declined by 37% during the six months ended June 30, 2024, compared to the same period in the previous financial year. R&D expenditure increased by 32% for the three months ended June 30, 2024, compared to the same period in the previous financial year. The primary focus of the R&D activities during the six months ended June 30, 2024 were:

- activities undertaken to support Xprecia Prime's submission to the FDA. FDA 510(k) and CLIA Waiver approval for the Xprecia Prime device was received in March 2024
- developing Sentia Alcohol and further enhancement of certain Sentia tests that has already been launched
- completing proof of concept for detecting heavy metals and other impurities in water
- developing the Company's Oncology platform biosensors used for the detection, staging and monitoring of cancer
- developing the Company's Aptamer based sensing platform including COVID-19 and female fertility testing

Research is focused on demonstrating technical feasibility of new technology applications and generally does not incur a large amount of expenses. Development activity is focused on turning these technology platforms into commercial-ready products and represents the majority of the Company's research and development expenses. For the six months ended June 30, 2023, we had a number of projects in the development phase which included Xprecia Prime (FDA submission made in March 2023), Petrackr (launched in May 2023) and certain Sentia tests (we finalized the development of and launched the Sentia Fructose and Acetic Acid tests in Q1 2023 and the Titratable Acidity test was launched in April 2023) hence the higher R&D expenses in 2023 compared to 2024 wherein most of the projects are in the research phase.

The timing and cost of any development program is dependent upon a number of factors including achieving technical objectives, which are inherently uncertain and subsequent regulatory approvals. We have project plans in place for all our development programs which we use to plan, manage and assess our projects. As part of this procedure, we also undertake commercial assessments of such projects to optimize outcomes and decision making.

R&D expenses consist of costs associated with research activities, as well as costs associated with our product development efforts, including pilot manufacturing costs. R&D expenses include:

- consultant and employee related expenses, which include consulting fees, salaries and benefits;
- materials and consumables acquired for the research and development activities;
- verification and validation work on the various R&D projects including clinical trials;
- external research and development expenses incurred under agreements with third party organizations and universities; and
- facilities, depreciation and other allocated expenses, which include direct and allocated expenses for rent and maintenance of facilities, depreciation of leasehold improvements and equipment and laboratory and other supplies.

Selling, General and Administrative Expenses

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Selling, general and administrative	3,715,972	3,715,361	7,741,354	7,036,666

Selling, general and administrative expenses consist principally of salaries and related costs, including stock-based compensation expense for certain personnel. Other selling, general and administrative expenses include sales and marketing costs to support our products in the market, shipping and handling costs incurred when fulfilling customer orders, repairs and maintenance, insurance, facility costs not otherwise included in R&D expenses, consultancy fees and professional fees including legal services and maintenance fees incurred for patent applications, audit and taxation services.

Selling, general and administrative expenses remained flat for the three months ended June 30, 2024, compared to the same period in the previous financial year. Selling, general and administrative expenses increased by 10% during the six months ended June 30, 2024, compared to the same period in the previous financial year primarily due to an investment in the Company's sales and marketing efforts during Q1 2024. The Company has now multiple products in the market compared to the same period in the previous financial year and these products were supported by various marketing campaigns and awareness including sales personnel to support our pipeline of products, webinar series and focused direct marketing campaign during Q1 2024.

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Interest Income

Interest income decreased by 32% and 50% during the three and six months ended June 30, 2024, compared to the same period in the previous financial year. The decrease in interest income is attributable to the overall lower amount of funds available for investment throughout 2024.

Interest Expense

Interest expense relates to interest being charged on the secured short-term borrowing initiated by the Company for the 2024 financial year and the interest expense on finance lease liabilities.

Financing Costs

Disclosed in this account is accretion expense which is associated with the Company's asset retirement obligations ("ARO"). Decrease in financing costs is as a result of change of estimate for the ARO liability.

Research and Development Tax Incentive Income

As at June 30, 2024 there is reasonable likelihood that the aggregate turnover of the Company for the year ending December 31, 2024 will be less than A$20,000,000 and accordingly an estimated A$694,374 has been recorded as research and development tax incentive income for the six months ended June 30, 2024. Included in this is an understatement of research and development tax incentive income of $16,418 for the year ended December 31, 2023. The decrease period on period is driven by the decrease in eligible research and development expenditure incurred in the three and six months ended June 30, 2024 as compared to the same period in 2023.

Research and development tax incentive receivable for the 2023 financial year was received in June 2024.

Exchange Gain/(Loss)

Foreign exchange gains and losses arise from the settlement of foreign currency transactions that are translated into the functional currency using the exchange rates prevailing at the dates of the transactions and from the translation at period end exchange rates of monetary assets and liabilities denominated in foreign currencies.

Other Income

Other income is as follows for the relevant periods:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	A$	A$	A$	A$
Federal and state government subsidies	0	0	0	20,000
Rental income	36,391	33,476	73,213	66,954
Other income	0	5,110,786	0	5,110,786
Sundry	29,126	13,015	35,056	13,015
	65,517	5,157,277	108,269	5,210,755

Other income for the three and six months ended June 30, 2023 represents the following:

- Previously accrued marketing support payment of A$2,896,764 derecognized
- Previously accrued license fee payable to Siemens of A$2,214,022 derecognized

Critical Accounting Estimates and Judgments

The preparation of financial statements and related disclosures in conformity with U.S. generally accepted accounting principles and the Company's discussion and analysis of its financial condition and operating results require the Company's management to make judgments, assumptions and estimates that affect the amounts reported. Significant items subject to such estimates and assumptions include provision for expected credit losses research and development tax incentive income, stock-based compensation expenses and asset retirement obligations:

Provision for Expected Credit Losses

The Company evaluates the collectability of accounts receivable and records a provision for expected credit losses based on factors including the length of time the receivables are past due, the current business environment and the Company's historical experience.

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Research and Development Tax Incentive Income

The refundable tax offset is one of the key elements of the Australian Government's support for Australia's innovation system and if eligible, provides the recipient with cash based upon its eligible research and development activities and expenditures. The calculation of the refundable tax offset requires judgement as to what is eligible research and development activity and expenditure and the outcome will change if different assumptions were used.

Stock-based Compensation Expenses

Probability of attaining vesting conditions and the fair value of the stock-based compensation is highly subjective and requires judgement, and results could change materially if different estimates and assumptions were used. The probability assumptions are critically examined by management each reporting period and reviewed by the board of directors for reasonableness.

Asset Retirement Obligations

ARO are legal obligations associated with the retirement and removal of long-lived assets. ARO reflects estimates of future costs directly attributable to remediating the liability, inflation, assumptions of risks associated with the future cash outflows, and the applicable risk-free interest rates for discounting future cash outflows. Changes in these factors can result in a change to the ARO recognized by the Company.

Note 1, "Summary of Significant Accounting Policies" in Item 1 of this Form 10-Q and Note 1, "Summary of Significant Accounting Policies," of the Notes to Consolidated Condensed Financial Statements in Part II, Item 8 of the 2023 Form 10-K describes in further detail the significant accounting policies and methods used in the preparation of the Company's consolidated condensed financial statements. Management bases its estimates on historical experience and on various other assumptions it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the recognition of revenue and expenses. Actual results may differ from these estimates.

Financial Condition, Liquidity and Capital Resources

Net Cash/(Debt)

Our net cash position is shown below:

	June 30, 2024	December 31, 2023
	A$	A$
Cash and cash equivalents		
Cash and cash equivalents	16,675,984	10,240,429
Debt		
Short term debt/ loan	303,694	911,082
Net cash	16,372,290	9,329,347

Since inception, we have financed our business primarily through the issuance of equity securities, funding from strategic partners, government grants and rebates (including the research and development tax incentive income), cash flows generated from operations and a loan.

The Group has experienced net cash outflows over recent periods, predominantly in conducting research & development activities, product approval and registrations, launch of our products and support of the same in the marketplace. We continue to reduce research & development expenditure and other operating expenditure in the foreseeable future and focus on increasing our commercialization efforts. We are closely monitoring the success of our commercialization efforts in relation to the newly launched product portfolio and their impact on our cash position. Given the natural uncertainty that arises with the launch of new products, if we were to experience delays or encounter issues in these commercialization efforts, we would need and expect to adjust our operating expenditure accordingly, to ensure sufficient cash remains available to fund our operations for at least the next twelve months from the date of issuance. We do not have any external debt obligations and are not subject to any covenant obligations.

We believe we have sufficient cash and cash equivalents to fund our operations for at least the next twelve months from the date of issuance. Liquidity risk is the risk that the Company may encounter difficulty meeting obligations associated with financial liabilities. The Company manages liquidity risk through the management of its capital structure. The purpose of liquidity management is to ensure that there is sufficient cash to meet all the financial commitments and obligations of the Company as they come due. In managing the Company's capital, management estimates future cash requirements by preparing a budget and a multi-year plan for review and approval by the Board of Directors ("the Board"). The budget is reviewed and updated periodically and establishes the approved activities for the next twelve months and estimates the costs associated with those activities. The multi-year plan estimates future activity along with the potential cash requirements and is based upon management's assessment of current progress along with the expected results from the coming years' activity. Budget to actual variances is prepared and reviewed by management and are presented on a regular basis to the Board.

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The carrying value of the cash and cash equivalents and the accounts receivables approximates fair value because of their short-term nature.

We regularly review all our financial assets for impairment. A financial asset is a non-physical asset whose value is derived from a contractual claim and in our case includes cash and cash equivalents, accounts receivables, fixed assets and equity shares. With the exception of a provision for expected credit losses on our accounts receivables balances as at June 30, 2024, there were no impairments recognized as at June 30, 2024 or for the year ended December 31, 2023.

Measures of Liquidity and Capital Resources

The following table provides certain relevant measures of liquidity and capital resources:

	June 30, 2024	December 31, 2023
	A$	A$
Cash and cash equivalents	16,675,984	10,240,429
Working capital	20,998,642	16,053,982
Ratio of current assets to current liabilities	5.65	3.70
Shareholders' equity per common share	0.08	0.08

The movement in cash and cash equivalents and working capital (calculated as current assets less current liabilities) during the above periods was primarily the result of ongoing investment in our R&D activities and the general operations of the Company. The Company also raised A$2.50 million via an institutional placement at an issue price of A$0.15 per New CDI in March 2024 and A$10.00 million pursuant to a fully underwritten entitlement offer in May 2024, at an issue price of $0.15 per New CDI. There were certain options exercised in March 2024 which raised A$0.47 million. The Company also received A$3.79 million of the research and development tax incentive receivable for the 2023 financial year in June 2024.

In relation to receivables, the Company performs ongoing credit evaluations of our customers. A provision for expected credit losses of A$110,193 has been determined principally on the basis of past collection experience as well as consideration of current economic conditions and changes in our customer collection trends.

Summary of Cash Flows

	Six Months Ended June 30,	
	2024	2023
	A$	A$
Cash provided by/(used in):		
Operating activities	(5,174,257)	(9,732,997)
Investing activities	(111,687)	(780,936)
Financing activities	11,797,227	320,652
Net increase/(decrease) in cash, cash equivalents and restricted cash	6,511,283	(10,193,281)

Our net cash used in operating activities for all periods represents receipts offset by payments for our R&D projects including efforts involved in establishing and maintaining our manufacturing operations and selling, general and administrative expenditure. Cash outflows from operating activities primarily represent the ongoing investment in our efforts to promote brand awareness of our products, R&D activities and the general operations of the Company. As our products capture increases market share, we expect our inflows from the receipt from our customers to eventually exceed the cash outflows from operating activities.

Our net cash used in investing activities for all periods is primarily for the purchase of various equipment and for the various continuous improvement programs we are undertaking.

Our net cash increase in financing activities for the period ended June 30, 2024 is primarily the result of A$2.50 million raised via an institutional placement in March 2024 and A$10.00 million raised pursuant to a fully underwritten entitlement offer in May 2024. There were certain options exercised in March 2024 which raised A$0.47 million. The balance primarily represents proceeds received in the form of a short-term loan to finance our insurance program and repayment of the same.

Off-Balance Sheet Arrangement

As of June 30, 2024 and December 31, 2023, we did not have any off-balance sheet arrangements, as such term is defined under Item 303 of Regulation S-K, that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

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Segment Operating Performance

We operate in one segment. We are a specialist biosensors Company focused on the development, manufacture and commercialization of a range of point of use devices for measuring different analytes across different industries.

Our operations are in Australia, US, Europe and Canada.

The Company's material long-lived assets are predominantly based in Australia and Canada.

Item 3 Quantitative and Qualitative Disclosures About Market Risk

As a "smaller reporting company", we are not required to provide the information called for by this Item.

Item 4. Controls and Procedures

Disclosure Controls and Procedures.

At the end of the period covered by this report, the Company and management evaluated the effectiveness of the design and operation of its disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e)). The Company's disclosure controls and procedures are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. John Sharman, Principal Executive Officer and Salesh Balak, Principal Financial Officer, reviewed and participated in this evaluation. Based on this evaluation, Messrs. Sharman and Balak concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting.

During the fiscal quarter ended June 30, 2024, there were no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

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PART II

Item 1 Legal Proceedings

None.

Item 1A Risk Factors

The business, financial condition and operating results of the Company can be affected by a number of factors, whether currently known or unknown, including but not limited to those described in Part I, Item 1A of the 2023 Form 10-K under the heading "Risk Factors," any one or more of which could, directly or indirectly, cause the Company's actual financial condition and operating results to vary materially from past, or from anticipated future, financial condition and operating results. Any of these factors, in whole or in part, could materially and adversely affect the Company's business, financial condition, operating results and stock price. There have been no material changes to the Company's risk factors since the 2023 Form 10-K.

Item 2 Unregistered Sales of Equity Securities and Use of Proceeds

On March 25, 2024, the Company issued 16,666,667 CHESS Depositary Interests over fully paid shares of common stock of the Company ("CDIs") at A$0.15 per CDI in a placement offering (the "Placement") to selected institutional investors (the "Placement Participants") and received aggregate gross proceeds of approximately A$2.5 million in connection therewith. Subsequent to receiving the stockholder approval at the Meeting, the Company issued to Placement Participants one option (the "Options") to acquire CDIs for the exercise price of A$0.20 per CDI for each CDI acquired under the Placement. The issuance of CDIs in the Placement was made in reliance upon the exemption from registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act") and/or Regulation S promulgated under the Securities Act.

On May 8, 2024, the Company announced that a fully underwritten non-renounceable rights issue of new CHESS depositary interests over fully paid ordinary shares in UBI ("New CDIs") raised A$10 million by issuing 66,666,667 shares of its common stock in the form of CHESS Depositary Interests ("CDIs"), each of which represents a beneficial interest of one (1) fully paid share of the Company's common stock ("Entitlement Offer"). In addition, participants in the Entitlement Offer received one attaching option to acquire CDIs for each New CDI acquired under the Entitlement Offer at an exercise price of A$0.20 (the "Options").

The Options vested upon issue, expire 3 years from the date of issue, are exercisable in multiple tranches and each entitle the option holder to 1 CDI upon exercise (subject to any adjustments for reconstructions or bonus issues in accordance with the Listing Rules).

In connection with the Entitlement Offer, the Company received a binding commitment from the Underwriter, Viburnum Funds Pty Ltd ("Viburnum") to fully underwrite the Entitlement Offer. Following the close of the Entitlement Offer, 29,289,424 New CDIs and Options were issued to Viburnum.

Mr. Craig Coleman is a Non-Executive Director of the Company and an Executive Chairman and associate of the Underwriter. Viburnum, as investment manager for its associated funds and entities currently holds voting power over approximately 29% of the Company's shares.

The Company, after receiving the approval of the stockholders of the Company at a special meeting of stockholders held on April 10, 2024 (the "Meeting"), issued Viburnum 13,849,567 options, as its underwriting fee ("Underwriter Options"), equal in value to 5.0% of the underwritten amount of A$10 million. The Underwriter Options were issued on the same terms as the Options issued to investors under the Entitlement Offer.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold in the United States or to, or for the account of, a U.S. Person (within the meaning of Regulation S under the Securities Act), absent registration or an applicable exemption from the registration requirements. Hedging transactions involving these securities may not be conducted unless in compliance with the Securities Act.

In addition, the Company received stockholder approval at the Meeting to amend its certificate of incorporation to increase the number of authorized shares of common stock available for issuance.

On May 27, 2022, Viburnum acquired from Mr. Sharman unlisted options to purchase up to 1,000,000 ordinary shares at A$0.57 per option. The options fully vested on March 25, 2020, had an exercise price of A$0.20 and have an expiry date of March 24, 2024. These options were exercised on March 22, 2024. In March 2024, Mr. Sharman and his associates exercised 1,364,666 options at an exercise price of A$0.20 per option.

Proceeds of the Placement and the Entitlement Offer shall be applied to sustain growth, support ongoing product development, fund short term operating losses and operate and expand marketing and sales development, particularly in relation to the sale of UBI's Xprecia Prime device following its recent FDA approval.

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Item 3 Defaults Upon Senior Securities

None.

Item 4 Mine Safety Disclosures

Not applicable.

Item 5 Other Information

None.

Item 6 Exhibits

Exhibit No	Description	Location
10.16	Underwriting Agreement between Viburnum Funds Pty Ltd and Universal Biosensors, Inc. executed on April 11, 2024	Filed herewith
10.17	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Universal Biosensors, Inc. dated April 10, 2024	Filed herewith
31.1	Rule 13a-14(a)/15d-14(a) Certification (Principal Executive Officer)	Filed herewith
31.2	Rule 13a-14(a)/15d-14(a) Certification (Principal Financial Officer)	Filed herewith
32	Section 1350 Certificate	Furnished herewith
101	The following materials from the Universal Biosensors, Inc. Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 formatted in Inline Extensible Business Reporting Language (XBRL): (i) the Consolidated Condensed Balance Sheets, (ii) the Consolidated Condensed Statements of Comprehensive Income/(Loss), (iii) the Consolidated Condensed Statements of Changes in Stockholders' Equity and Comprehensive Income/(Loss), (iv) the Consolidated Condensed Statements of Cash Flows and (v) the Notes to Consolidated Condensed Financial Statements	As provided in Rule 406T of Regulation S-T, this information is furnished herewith and not filed for purposes of Sections 11 and 12 of the Securities Act of 1933 and Section 18 of the Securities Exchange Act of 1934.
104	Cover page Interactive Data File (embedded within the Inline XBRL and contained in Exhibit 101)	

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

UNIVERSAL BIOSENSORS, INC.
(Registrant)

Date: August 2, 2024

By: /s/ John Sharman
John Sharman
Principal Executive Officer

Date: August 2, 2024

By: /s/ Salesh Balak
Salesh Balak
Principal Financial Officer

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Exhibit 10.16

HWL EBSWORTH
LAWYERS

Underwriting Agreement

Viburnum Funds Pty Ltd

and

Universal Biosensors, Inc. Table of contents

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Date	11 April 2024
Parties	**Universal Biosensors, Inc.** of 1 Corporate Avenue, Rowville, VIC 3178 (**Company**)
	Viburnum Funds Pty Ltd ACN 126 348 990 of 31 Carrington Street, Nedlands WA 6009 (**Underwriter**)

Recitals

A. The Company proposes to make an offer to Eligible Shareholders, on the terms and conditions contained in the Offer Documents.

B. The Company has requested the Underwriter to underwrite the Offer Shares and Offer Options, which the Underwriter has agreed to do on the following terms and conditions.

The Parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement the following terms shall bear the following meanings:

Accounts	means the annual financial statements of the Relevant Companies as at and for the period ending 31 December 2023.
Additional Options	means the Offer Options that may be applied for by Eligible Shareholders under the Top Up Facility as described in the Prospectus.
Additional Shares	means the Offer Shares that may be applied for by Eligible Shareholders under the Top Up Facility as described in the Prospectus.
Appendix 2A	means the document(s) to be prepared by the Company in accordance with Appendix 2A of the Listing Rules in respect of the Offer Shares and Offer Options and lodged by the Company with ASX.
Appendix 3B	means the document(s) to be prepared by the Company in accordance with Appendix 3B of the Listing Rules in respect of the Offer Shares and Offer Options and lodged by the Company with ASX.

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ASIC	means the Australian Securities and Investments Commission.
ASX	means ASX Limited (ABN 98 008 624 691) and, where the context requires, its related bodies corporate (as defined in the Corporations Act), or the financial market operated by ASX Limited.
ASX Announcement	means the ASX announcement issued by the Company regarding the Offer on the Lodgement Date.
Authorisation	includes any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with any governmental agency.
Board or Directors	means the board of directors of the Company from time to time.
Business Day	means a day upon which ASX is open for trading in securities and trading banks in Melbourne, Victoria are open for general banking business.
CDI	means a CHESS Depositary Interest representing a unit of beneficial ownership in a Share.
Certificate	means a letter to the Underwriter signed by two authorised representatives of the Company as set out in Annexure A.
Closing Date	means the closing date set out in the Timetable, or such other date as the Company and the Underwriter agree in writing.
Contract	means any agreement of a Relevant Company disclosed to ASX where the consideration or amount paid or payable by or to a Relevant Company thereunder is at least $1 million.
Controller	means, in respect of a Relevant Company, any person described in section 419(1) of the Corporations Act.
Corporations Act	means the *Corporations Act 2001* (Cth).
DGCL	means the Delaware General Corporation Law.
Due Diligence Committee	means the committee established by the Company to carry out Due Diligence Program.
Due Diligence Program	means the investigations of the assets, operations and affairs of each Relevant Company implemented under a resolution of the Board for the purpose of preparing and verifying the Offer Documents and ensuring that the Offer Documents comply with the Corporations Act.

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Due Diligence Results means the results of the investigations which make up the Due Diligence Program, as maintained by the Company, including but not limited to any reports of the committee established in connection with the Due Diligence Program and all supporting documents and work papers to which the Due Diligence Program relates.

Eligible Shareholder means a Shareholder who:

(a) as at the Record Date, has a registered address in Australia or New Zealand;

(b) is not in the United States;

(c) is not, and is not acting for the benefit or account of, a US Person within the meaning of Regulation S; and

(d) is eligible under all applicable laws to receive an offer under the Offer.

Entitlement means the entitlement of a Shareholder to subscribe for Shares under the Offer.

Entitlement and Acceptance Form means any entitlement and acceptance form accompanying the Prospectus in relation to the Offer.

Event of Insolvency means:

(a) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer is appointed in respect of a person or any asset of a person;

(b) a liquidator or provisional liquidator is appointed in respect of a corporation;

(c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:

(i) appointing a person referred to in paragraphs (a) or (b);

(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

(d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision;

(e) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;

(f) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or

(g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

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Exchange Act	means the U.S. Securities Exchange Act of 1934, as amended.
Excluded Information	means excluded information as defined in section 713(5) of the Corporations Act.
Excluded Shareholder	means a Shareholder that is not an Eligible Shareholder.
Execution Date	means the date on which this agreement is executed.
FOR Facilities	means the inclusion of the Company's Shares and quoted Options (including the Offer Shares, Offer Options, Placement Shares, Placement Options and Underwriter Options) in Schedule 1 of ASX Settlement Operation Rules.
Force Majeure	means any act of God, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the Parties.
Insolvency Provision	means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.
Intellectual Property	means the business names, present and future copyright, circuit layout rights, moral rights, trade marks, designs and similar industrial and commercial and intellectual property (whether registered or not and whether protected by statute or not and including know how) of a Relevant Company throughout the world.
Listing Rules	means the listing rules and settlement operating rules of ASX from time to time, as waived or modified in respect of the Company or the Offer.
Lodgement Date	means the date set out in the Timetable, or such other date as the Company and the Underwriter agree in writing.

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Material Adverse Effect means:

(a) a material adverse effect on the outcome of the Offer or on the likely trading price for the Offer Shares (including, without limitation, matters likely to have a material adverse effect on a decision of an investor to invest in Offer Shares or Offer Options); or

(b) a material adverse effect on the assets, liabilities, condition, trading or financial position and performance, profits and losses, results, prospects, business or operations of the Company and its Subsidiaries either individually or taken as a whole.

Offer means the non-renounceable pro rata entitlement offer to Eligible Shareholders on the basis of 1 (one) Offer Share for every 3.47 Shares held by that Eligible Shareholder on the Record Date, as well as the offer to apply for Additional Shares under the Top Up Facility, in each case at the Price, to raise $10,000,000, as well as the issue to Eligible Shareholders of 1 (one) attaching Offer Option (and Additional Option) for every 1 (one) Offer Share (and Additional Share) (as applicable) issued, each with an exercise price of $0.20 and expiry date 3 (three) years from the date of issue.

Offer Option means an Option issued pursuant to the Offer and, for the avoidance of doubt, includes Offer Options representing an Eligible Shareholder's Entitlement not taken up by that Eligible Shareholder, and Offer Options which would have been offered to Excluded Shareholders if they had been entitled to participate in the Offer.

Offer Share means a Share issued pursuant to the Offer and, for the avoidance of doubt, includes Offer Shares representing an Eligible Shareholder's Entitlement not taken up by that Eligible Shareholder, and Offer Shares which would have been offered to Excluded Shareholders if they had been entitled to participate in the Offer.

Opening Date means the date set out in the Timetable, or such other date as the Company and the Underwriter agree in writing.

Offer Documents means the documents issued or published by or on behalf of the Company in respect of or relating to the Offer, including:

(a) the Prospectus;

(b) the ASX Announcement;

(c) each Appendix 2A;

(d) each Appendix 3B;

(e) the TMD;

(f) the Entitlement and Acceptance Form; and

(g) any communications (whether written or electronic) that are presented or provided to Shareholders and other parties (including any roadshow and management presentations or other investor presentations) in connection with the Offer by or on behalf of the Company.

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Option means an option to acquire a Share.

Option Shares Means any Shares received upon exercise of the Offer Options or Underwriter Options.

Party means a party to this agreement.

Placement means a non-underwritten placement of 16,666,667 new Shares to institutional investors at the Price to raise $2,500,000, as well as the issue to placement participants of 1 (one) attaching Placement Option for every 1 (one) new Share issued under the placement, each with an exercise price of $0.20 and expiry date 3 (three) years from the date of issue.

Placement Options means the 16,666,667 new Options to be offered or issued under the Placement on the same terms as the Offer Options.

Placement Shares means the 16,666,667 new Shares to be offered or issued under the Placement at a price per Share equal to the Price.

Prescribed Occurrence means:

(a) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;

(b) a Relevant Company resolving to reduce its share capital in any way;

(c) a Relevant Company:

(i) entering into a buy back agreement or;

(ii) resolving to approve the terms of a buy back agreement under section 257D or 257E of the Corporations Act;

(d) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares or any other securities, or agreeing to make such an issue or grant such an option (other than in the circumstances referred to in clause 4.1(g) or as previously notified to the Underwriter prior to the date of this agreement);

(e) a Relevant Company issuing, or agreeing to issue, convertible notes;

(f) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;

(g) a Relevant Company charging, or agreeing to charge, the whole, or a substantial part, of its business or property;

(h) a Relevant Company resolving that it be wound up;

(i) the appointment of a liquidator or provisional liquidator of a Relevant Company;

(j) the making of an order by a court for the winding up of a Relevant Company;

(k) an administrator of a Relevant Company, being appointed under section 436A, 436B or 436C of the Corporations Act;

(l) a Relevant Company executing a deed of company arrangement; or

(m) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Relevant Company.

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Price	means $0.15 per Offer Share.
Prospectus	means the prospectus relating to the Offer, the offer of Underwriter Options and the offer of Placement Options lodged with ASIC by the Company under section 713 of the Corporations Act in accordance with clause 3.1(a) and includes, from the date any Supplementary Prospectus is lodged with ASIC, that Supplementary Prospectus (including any document deemed by the Corporations Act to be incorporated by reference in the prospectus).
QIB	means a “qualified institutional buyer” as defined in Rule 144A.
Record Date	means the record date specified in the Timetable.
Regulation S	means Regulation S promulgated under the Securities Act.
Related Parties	has the meaning in clause 11.2.
Relevant Company	means the Company and each Subsidiary.
Rule 144	means Rule 144 promulgated under the Securities Act.
Rule 144A	means Rule 144A promulgated under the Securities Act.
Securities Act	means the U.S. Securities Act of 1933, as amended.
Settlement Date	means the date specified in the Timetable as the date of settlement of the Offer.
Share	means a fully paid share of common stock, par value $0.0001, of the Company, or CDI, as the context requires.
Shareholder	means a holder of a Share on the Record Date.
Shortfall Notice Deadline Date	means the date as set out in the Timetable, or such other date as the Company and the Underwriter agree in writing, as the date by which the Company must give the Underwriter written notice of the Shortfall Securities and the Certificate.

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Shortfall Securities	means, subject to the deeming provisions of clause 5.2, Offer Shares and Offer Options for which Valid Applications have not been received by 5:00 pm on the Closing Date.
Subsidiary	means each company which is now, or before the issue of all the Offer Shares becomes, a subsidiary of the Company as that term is defined in the Corporations Act.
Sub-Underwriter	means any sub-underwriter that enters into a sub-underwriting agreement with the Underwriter in relation to the Offer.
Supplementary Prospectus	means any supplementary or replacement prospectus lodged with ASIC in connection with the Offer.
Term Sheet	means the equity underwriting term sheet executed by the Underwriter and the Company on 29 February 2024.
Timetable	means the timetable set out in Annexure B, or as otherwise varied as the Parties agree in writing.
TMD	means the target market determination for the offer of Options under the Prospectus.
Top Up Facility	means the offer to Eligible Shareholders to apply for Additional Shares and Additional Options in excess of their Entitlement.
Underwritten Amount	means $10,000,000.
Underwriter Options	means the 13,849,567 Options to be issued to the Underwriter, subject to receipt of approval of the Company's shareholders, pursuant to clause 7.1(a) and on the terms set out in Annexure C.
Underwriter Shares	means the Shares issuable upon exercise of the Underwriter Options.
United States or US	means the United States of America, its territories and possessions, and any state of the United States and the District of Columbia and other areas subject to its jurisdiction.
US Person	has the meaning given to such term in Regulation S.

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Valid Application means an acceptance of the Company's offer to subscribe for the Offer Shares (including Additional Shares) and Offer Options (including Additional Options):

(a) that is made on an Entitlement and Acceptance Form which was attached to or accompanied the Prospectus that is properly completed in accordance with the instructions in that form and in the Prospectus;

(b) that is accompanied by any supporting documents required by the Prospectus to accompany that form;

(c) that is received by the Company on or before the Closing Date at a place specified in the Prospectus for lodgement of forms;

(d) that is not withdrawn before the Closing Date; and

(e) in respect of which payment of the Price for the relevant number of Offer Shares and any Additional Shares is received and is cleared when presented for payment by the relevant financial institution on which the payment is drawn.

Verification Material means the material maintained by the Company, being the documents and information provided by the Company in verification of statements made in the Offer Documents, as inspected and approved by the Underwriter immediately before the Lodgement Date.

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1.2 Interpretation

In this agreement:

(a) headings are for convenience only and do not affect interpretation; and

(b) the recitals to this agreement are to be construed as part of this agreement,

and unless the context indicates a contrary intention:

(c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(e) a reference to any document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;

(h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this agreement, and a reference to this agreement includes any schedule, exhibit or annexure to this agreement;

(i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) the word 'includes' in any form is not a word of limitation;

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(k) a reference to '$' or 'dollar' is to Australian currency;

(l) all references to time are to Australian Eastern Standard Time;

(m) if any day appointed or specified by this agreement for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day; and

(n) the Parties acknowledge and agree that all securities issued under or in connection with the Offer (other than Options) will be in the form of CDIs.

1.3 Official quotation

A reference in this agreement to grant of "official quotation" includes a reference to unconditional approval (or conditional approval, provided such condition would not, in the reasonable opinion of the Underwriter, have a Material Adverse Effect) by ASX in writing for all the Offer Shares (represented by CDIs) and Offer Options (as applicable) to be officially quoted on ASX. Without limitation, granting of official quotation must be taken to have been refused if any prior approval is withdrawn or if a statement to the effect that official quotation will be refused or withdrawn is made to the Company, the Underwriter or to the public by ASX before the Closing Date.

2. Underwriter's rights and obligations

2.1 Appointment

The Company appoints the Underwriter to underwrite the Offer Shares and Offer Options, on the terms and conditions of this agreement, and the Underwriter accepts the appointment.

2.2 Sub-Underwriters

(a) The Underwriter may, at its own expense, engage Sub-Underwriters on such terms and conditions as it determines in its absolute discretion.

(b) Other than as reasonably necessary by law or the Listing Rules, the Company must not make or cause to be made any announcement or other disclosure of or in relation to the identity of any Sub-Underwriter without the prior written consent of the Underwriter, which consent cannot be unreasonably withheld or delayed.

2.3 Conditions precedent

The obligations of the Underwriter under this agreement are subject to and conditional upon:

(a) **Legal sign-off**: a legal sign-off letter being provided to the Due Diligence Committee by the Company's Australian solicitors before the Lodgement Date and to the satisfaction of the Underwriter (acting reasonably), addressed to be for the benefit of the Underwriter confirming that:

(i) the Due Diligence Program has been implemented and completed in accordance with the planning memorandum adopted by the Due Diligence Committee;

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(ii) the verification and sign-off procedures for the Offer Documents have been conducted in accordance with the Due Diligence Program; and

(iii) the Due Diligence Program and the sign-off procedures for the Offer Documents referred to above constitute all inquiries and precautions that are reasonable in the circumstances and involved the exercise of due diligence by the directors of the Company to ensure that all material statements in the Offer Documents are not misleading or deceptive and that there are no material omissions from the Offer Documents;

(b) **Due diligence**: the Underwriter being satisfied (acting reasonably) with the results of its due diligence investigations in relation to the affairs of the Company, the Due Diligence Program and the Due Diligence Results by the Lodgement Date;

(c) **ASX Lodgement**: the updated Appendix 3B (if required), ASX Announcement, Prospectus and TMD, in a form and substance acceptable to the Underwriter (acting reasonably), being lodged with ASX before 10:00 am on the Lodgement Date in accordance with the Timetable; and

(d) **Regulatory**: the Company obtains before 10:00am on the Lodgement Date all consents and approvals, including regulatory and board approvals, including (subject to the following) any ASX or ASIC waivers (in a form and substance reasonably acceptable to the Underwriter) required to enable the Offer to proceed in accordance with the Offer Documents, the Timetable and the terms and conditions of this agreement. The Underwriter acknowledges and agrees that the following ASX approvals are not required to enable the Offer to proceed and shall not be required to be satisfied at 10:00am on the Lodgement Date:

(i) quotation of the Offer Options, Underwriter Options and Placement Options is subject to satisfaction of the condition 6 in ASX Listing Rule 2.5, which the Company will use reasonable endeavours to procure occurs with effect from the issue of such Options; and

(ii) establishment of the FOR Facility with respect to the Offer Options, Underwriter Options and Placement Options is subject to ASX approval, which the Company will use reasonable endeavours to procure occurs with effect from the issue of such Options.

2.4 Benefit of conditions precedent

The conditions precedent in clause 2.3 are for the benefit of the Underwriter and may only be waived by the Underwriter.

2.5 Conditions precedent not satisfied or waived

(a) If each of the conditions precedent referred to in clause 2.3 are not satisfied by the Company or waived by the Underwriter, the Underwriter (in its absolute and unfettered discretion) may terminate this agreement by notice in writing to the Company.

(b) If the Underwriter terminates this agreement in accordance with clause 2.5(a), the Underwriter will have no further obligations under this agreement but the Company will remain liable to meet its obligations and liabilities to the Underwriter under clause 7.

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2.6 Not acting as adviser

The Parties agree that it is not the intention of the Parties to create a fiduciary relationship between them. Without limiting this, each Party acknowledges and agrees that:

(a) the Underwriter is only acting in its capacity as underwriter in relation to the Offer and that the Underwriter is not acting as adviser to the Company in respect of the Offer;

(b) the Parties are contracting on an arm's-length basis to request that the Underwriter provide the services set out in this agreement; and

(c) the Underwriter is not acting in a fiduciary capacity with respect to the Company or any of the Company's directors, officers or employees.

3. Company's obligations

3.1 Offer Documents

The Company must:

(a) **Lodge Offer Documents**: lodge the Offer Documents with ASX and ASIC in accordance with the Timetable and, subject to its obligations under the Listing Rules and Corporations Act, only after receiving the Underwriter's approval (such consent not to be unreasonably withheld or delayed);

(b) **Complying Offer Documents**: ensure that the Offer Documents comply with the Corporations Act and the Listing Rules;

(c) **Complying Offer**: ensure that the Offer takes place in compliance with the terms of the Offer Documents, the Listing Rules, any applicable law or regulation and any modification, exemption, declaration, waiver, direction or ruling by ASIC or ASX and complies with the regulatory requirements of all countries and jurisdictions outside the Commonwealth of Australia and all States and Territories of Australia where the Offer will be made; and

(d) **Supplementary Prospectus**: without prejudice to the Underwriter's rights under clause 10, if the Company is notified or otherwise becomes aware that there is:

(i) a statement in the Prospectus that is, or has become, misleading or deceptive;

(ii) an omission from the Prospectus of information required by the Corporations Act to be included; or

(iii) a new circumstance that:

(A) has arisen since the Prospectus or any Supplementary Prospectus was lodged; and

(B) would have been required by the Corporations Act to be included in the Prospectus or any Supplementary Prospectus if it had arisen before the relevant document was lodged,

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it must immediately notify the Underwriter of that statement, omission or circumstance, and the Company must lodge a Supplementary Prospectus (in form and substance approved in writing by the Underwriter, such approval not to be unreasonably withheld or delayed) in respect of that statement, omission or circumstance as soon as practicable afterwards, and otherwise comply with the Corporations Act. Following lodgement of any Supplementary Prospectus, the Company must take all action in respect of the Supplementary Prospectus as may be reasonably required by the Underwriter (including dispatch of copies of the Supplementary Prospectus to all recipients of the Prospectus).

3.2 Conduct of the Offer and Placement

The Company must:

(a) **Open the subscription list**: on the Opening Date open the subscription list for the Offer;

(b) **Close the subscription list**: not, except with the prior written consent of the Underwriter, close the subscription list before the Closing Date;

(c) **Compliance**: otherwise conduct the Offer in accordance with the Timetable, the Offer Documents, the Listing Rules, the Corporations Act, this agreement, and all other applicable laws;

(d) **Requisition notice**: immediately upon receipt thereof, notify the Underwriter of any requisition, notice, claim or requirement issued or raised by ASIC or the ASX in relation to the Offer Documents or any order, direction or notice issued by ASIC or the ASX in relation to the Offer Documents, together with any reply, request or response provided by the Company to ASIC and/or the ASX from time to time. Any alterations or amendments required to the Offer Documents arising from any requisition or requirement of ASIC and/or the ASX must be agreed by the Underwriter in writing, which agreement shall not be unreasonably withheld or delayed; and

(e) **Consent of Underwriter**: obtain the prior written consent of the Underwriter to the:

(i) lodgement or issue of a Supplementary Prospectus; and

(ii) form and contents of, and to any amendments to, the Offer Documents,

which consent shall not be unreasonably withheld or delayed.

3.3 Due Diligence Program

The Company must:

(a) **Due Diligence Program**: ensure the Due Diligence Program is implemented up to the Lodgement Date, and continues until the date that the Offer Shares and Offer Options are issued, by making all inquiries that are reasonable in the circumstances and taking all reasonable steps and conducting Due Diligence Investigations to ensure that:

(i) there are no omissions from the Offer Documents of information required to be included by the Corporations Act, the Listing Rules and other applicable laws;

(ii) no statement in the Offer Documents is, or becomes, false, misleading or deceptive, or is likely to be false, to mislead or to deceive, including by omission;

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(iii) the issue of the Offer Documents does not constitute conduct by any person which is misleading or deceptive and the Offer Documents do not become misleading or deceptive, including by omission; and

(iv) the Company is made aware as soon as practicable of any new circumstance that has arisen since the Lodgement Date that would have been required by the Corporations Act to be included in the Offer Documents if it had arisen before the Lodgement Date;

(b) **File copies**: maintain Due Diligence Program files with the Due Diligence Results and make those files available to the Underwriter on reasonable request from the Underwriter at any time from the date of this agreement; and

(c) **Copies**: upon request, give the Underwriter copies of all documents, notices and circulars despatched to Shareholders in respect of the Offer from the date of this agreement.

3.4 Obligation to Underwriter

The Company must:

(a) **Copies of the Offer Documents**: not later than 2 days after their lodgement, make available to the Underwriter such copies of the Offer Documents as the Underwriter reasonably requires;

(b) **Obtain Underwriter's approval**: not make any announcement as to the success or otherwise of the Offer nor otherwise advertise or publicise the Offer before the Closing Date except with the prior written consent of the Underwriter (such consent not to be unreasonably withheld or delayed) except to the extent required by ASX, the Listing Rules, the Corporations Act, by statute or by regulatory authorities in any relevant governing jurisdiction; and

(c) **Inform Underwriter of breach**: inform the Underwriter of the occurrence of any termination event specified in clause 10.2, material breach of, or material default under, this agreement as soon as practicable in writing.

4. Representations and warranties

4.1 Company representations and warranties

As an inducement for the Underwriter to enter this agreement, the Company represents, warrants and undertakes to the Underwriter that now and at all times up until and as at the close of business on the day of issue of the Offer Shares and Offer Options:

(a) **Related parties**: none of the Company's related parties (as that term is defined in the Listing Rules) will participate in the Offer other than as permitted under the Listing Rules (or any waiver granted by ASX);

(b) **Due Diligence Results**: the Due Diligence Results and the Verification Material are correct and accurate in all material respects and there is no omission from them having regard to the purpose and scope of the Due Diligence Program;

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(c) **Offer Shares**:

(i) the Offer Shares to be issued will be validly issued on the terms and subject to the conditions set out in the Offer Documents, fully paid, rank equally with existing Shares on issue and will be issued free from all encumbrances, other than those provided for in the Certificate of Incorporation and Bylaws of the Company;

(ii) there are no restrictions on the voting or transfer of the Offer Shares, or on the declaration or payment of any dividend or distribution on them, except for those fully and fairly disclosed in the Offer Documents, the FOR Facilities, or as provided in the Company's Certificate of Incorporation and Bylaws or other regulatory filings, the DGCL, the Corporations Act, Listing Rules or Australia's taxation legislation (as they apply to the Company), or any other legislation, rules or regulations applicable to the Company;

(iii) the Offer Shares are and will be in a class of securities (represented by CDIs) that were quoted securities at all times in the 3 months prior to the date of the Prospectus;

(iv) the Offer Options are options to acquire Shares that are and will be in a class of securities (represented by CDIs) that were quoted securities at all times in the 3 months prior to the date of the Prospectus;

(v) no ASIC determination under section 713(6) of the Corporations Act is in force in relation to the Company, and no such determination in respect of the Company has been in force at any time in the 12 months prior to the date of this agreement; and

(vi) other than in respect of the issue of Underwriter Options to the Underwriter and approval for the Company to amend its certificate of incorporation to increase the number of authorized shares of common stock available for issuance, Shareholder approval is not required to undertake the Offer, or to offer or issue or agree to issue the Offer Shares or Offer Options;

(d) **Compliance**:

(i) the Offer and the content, issue and distribution of the Offer Documents will comply with the Corporations Act, any ASX approvals, any ASIC relief, the Listing Rules and all other applicable laws;

(ii) to the best of the Company's knowledge, the Company is not in breach of any applicable laws and it has appropriate procedures in place to ensure continued compliance with the requirements of all applicable laws;

(iii) no exemption under sections 111AS or 111AT of the Corporations Act or order under sections 340 or 341 and no exemptions under section 741 of the Corporations Act, has been made in respect of the Company, or any person, as a director or auditor of the Company at any time in the 12 months before the Offer Shares or Offer Options are issued; and

(e) **Offer Documents**:

(i) the Offer Documents will comply with all applicable laws including the Corporations Act, the Listing Rules and any other applicable laws, rules and binding regulatory requirements;

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(ii) there have not been any, and there will be no, omissions from any Offer Documents of material required by the Corporations Act;

(iii) the Offer Documents do not and will not contain any statements which are untrue, inaccurate, misleading or deceptive or likely to mislead or deceive (whether by inclusion or omission), in each case, in any material respect;

(iv) any statement of opinion or belief contained in the Offer Documents was (at the time made), and is, truly and honestly held by the person making the statement, and the maker of the statement has reasonable grounds for holding the opinion or belief;

(v) the distribution of the Offer Documents, of itself, or the making of the Offer, will not constitute conduct by any person which is misleading or deceptive; and

(vi) except as disclosed to ASX prior to the date of this agreement, as at the Lodgement Date the Company:

(A) is in compliance with all disclosure obligations applicable under all laws and regulations including all relevant continuous disclosure requirements under the Corporations Act and Listing Rules; and

(B) has disclosed, or will disclose, to ASX all information that the Company is required by law to disclose, including all information which would be disclosable if the exception in Listing Rule 3.1A were not available and all information that the Company is required to disclose as Excluded Information in the Prospectus (in compliance with section 713(5)), in connection with an issue of Offer Shares and Offer Options;

(f) **Recitals correct**: the recitals to this agreement are true and correct;

(g) **No rights to securities**: other than any Shares which may be issued on conversion of any Options on issue, any securities under an employee or executive incentive plan currently in place, the Placement Shares, the Placement Options, the Offer Shares and Offer Options (including any Additional Shares and Additional Options) in accordance with the Offer Documents or Shortfall Securities or Underwriter Options under this agreement, no Relevant Company will issue or agree to issue any shares, options, securities or interests and no other person has or will have any right to subscribe for or to receive or be issued any shares, securities or interests of any Relevant Company;

(h) **Authorisations**: each Relevant Company holds all Authorisations required for the conduct of its business and, to the best of the knowledge, information and belief of the Company (after having made all due and proper enquiries) all of those Authorisations are in full force and effect and not liable to be revoked or reviewed;

(i) **Intellectual Property**: except as disclosed in the Prospectus, each Relevant Company owns or is entitled to use all Intellectual Property necessary to carry on the business now operated by them in the manner described in the Prospectus and no Relevant Company has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or which may have a Material Adverse Effect;

(j) **No litigation**: other than as disclosed in the Offer Documents, there are no litigation, arbitration, industrial or administrative proceedings on foot or to the best of the Company's knowledge, threatened, which could reasonably be expected to have a Material Adverse Effect;

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(k) **No encumbrances**: other than as disclosed in the Offer Documents or in the Due Diligence Results, or otherwise disclosed to the Underwriter in writing, no Relevant Company has or will have created or agreed to create any mortgage, charge, lien or other security or encumbrance over any or all of its assets;

(l) **Contracts disclosed**: other than the Contracts, there is no contract to which any Relevant Company is a party which is material to the making of an informed investment decision in relation to the Offer Shares and Offer Options which has not been disclosed in the Offer Documents;

(m) **No Prescribed Occurrence**: no Prescribed Occurrence exists or will occur in respect of any Relevant Company after the execution of this agreement other than the issue of securities in accordance with the Offer Documents or this agreement;

(n) **Corporate authority**: all necessary corporate action and authorisations to permit the Company to enter into this agreement and the Contracts, for the Company to lodge the Offer Documents with ASX and for the Company to make the Offer have been obtained and are and will be in full force and effect;

(o) **Binding obligations**: this agreement constitutes a legal, valid and binding obligation on the Company and subject to any necessary stamping is enforceable in accordance with its terms;

(p) **No Event of Insolvency**: no Event of Insolvency has occurred in relation to any Relevant Company nor is there any act which has occurred or any omission made which may reasonably be expected to result in an Event of Insolvency occurring in respect of a Relevant Company;

(q) **Certificate correct**: the Certificate will be true and correct;

(r) **Agreement does not result in breach**: the execution and carrying out of this agreement will not conflict with or result in a breach of or a default under any of the terms or provisions of any mortgage, deed or trust or other instrument binding on any Relevant Company;

(s) **No default or breach**: the Contracts are all the material agreements to which a Relevant Company is a party and no Relevant Company is in breach in any material respect under any of the Contracts and nothing has occurred which is, or with giving of notice, lapse of time, satisfaction of some other condition, or any combination of the above, constitutes an event (whatever called) which causes or enables the expenditure or acceleration of expenditure of any payment to be made under, or the enforcement, termination or rescission of, any Contract binding on a Relevant Company;

(t) **Compliance with laws**: other than as disclosed to the Underwriter as part of the Due Diligence Program, each Relevant Company has complied with the Corporations Act and all applicable laws that relate in any way to them in all material respects;

(u) **Accounts**: the Accounts present a true and fair view of the financial position of the Relevant Companies as at and for the period ending on the last balance date of the Accounts and there has been no material adverse change since that date in the trading results or financial position of any of the Relevant Companies;

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(v) **Financial statements**: the financial statements (including any notes) of the Company and its Subsidiaries as announced on ASX:

(i) present fairly the financial position of the Company and its Subsidiaries as at the dates indicated and the results of their operations and changes to cash flows for the periods specified; and

(ii) except as otherwise disclosed, have been prepared in accordance with accounting principles generally accepted in the United States (U.S. GAAP) applied on a consistent basis throughout the relevant reporting periods;

(w) **No breach**: other than as disclosed to the Underwriter as part of the Due Diligence Program, no Relevant Company is in breach of any obligations or in violation of any provision of any judgement binding on it or its constituent documents, any law or any document, agreement or other arrangement binding on it or its assets including:

(i) any provision of the Company's Certificate of Incorporation and Bylaws;

(ii) the Corporations Act;

(iii) the Listing Rules;

(iv) any other applicable laws in any jurisdiction where the Offer is made;

(v) any Contract; and

(vi) any indenture, mortgage, deed of trust, loan arrangement or any other agreement or instrument to which the Relevant Company is a party;

(x) **Certificate of Incorporation and Bylaws**: the Company's Certificate of Incorporation and Bylaws comply with the Listing Rules and the requirements of ASX for the purpose of it being admitted to the Official List of ASX and otherwise the laws of Delaware;

(y) **No inside information**: other than the Offer and information contained in the drafts of the Offer Documents provided to the Underwriter immediately prior to execution of this agreement, it is not aware of any information that is not generally available at the date of this agreement which, if made generally available, would be likely to have a material effect upon the price or value of the Shares;

(z) **Due diligence**: it has made reasonable enquiries to ensure that there are no omissions of Excluded Information or other required information from the Offer Documents and that the statements included in the Offer Documents are true and are not misleading or deceptive or likely to mislead or deceive and do not constitute conduct by any person which is misleading or deceptive or likely to mislead or deceive;

(aa) **Information**: all information provided to the Underwriter by or on behalf of the Company is true and correct in all material respects and does not contain statements which are misleading or deceptive or likely to mislead or deceive and there is no material information that has not been disclosed to the Underwriter which has, or could reasonably be expected to have, a Material Adverse Effect;

(bb) **Past security issues**: other than as disclosed to the Underwriter or in the Due Diligence Results, or as previously announced to the market (including with respect to the Placement Options), the Company confirms that there are no outstanding issues with respect to previous capital raisings in the Company or the issuance of securities pursuant to such raisings and that all funds have been received by the Company under such raisings; and

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(cc) **No directed selling efforts in the US**: neither the Company nor any person acting on its behalf, has engaged or will engage in any directed selling efforts (as defined in Rule 902(c) of Regulation S) in the United States with respect to the Offer Shares or Offer Options.

4.2 Underwriter representations and warranties

The Underwriter represents, warrants and undertakes to the Company that now and at all times up until and as at the close of business on the day of issue of the Offer Shares and Offer Options:

(a) (**status**) it is a body corporate validly existing under the laws of its place of incorporation;

(b) (**power**) it has full legal capacity and power to enter into and perform its obligations under this document;

(c) (**authorisations**) all approvals and authorities that may be required to permit it to enter into this document and to perform its obligations under this document have been obtained and such authorisations remain valid and subsisting;

(d) (**binding obligation**) this document is a valid and binding obligation on it, enforceable against it in accordance with its terms;

(e) (**price stabilisation**) it has not taken and will not take directly or indirectly, any action designed to cause or result in the stabilisation or manipulation of the price of the Shares;

(f) neither it nor any of its affiliates, nor any person acting on its behalf, including any Sub-Underwriters:

(i) has engaged or will engage in any form of directed selling efforts (as such term is defined in Regulation S) in connection with any offer and sale of the Offer Shares or Offer Options; or

(ii) has offered or sold (or solicited an offer to buy), or will offer or sell (or solicit an offer to buy), any Offer Shares or Offer Options except in accordance with Rule 903 or 904 of Regulation S or to a prospective investor whom the Underwriter, its affiliates or person acting on its behalf, immediately prior to soliciting any such offer or sale, had reasonable grounds to believe, and did believe not to be a US Person;

(g) neither the Underwriter nor any Sub-Underwriter is a U.S. Person; and

(h) that:

(i) the Offer Shares, Offer Options, Underwriter Options and the Option Shares have not been and will not be registered under the Securities Act and may not be offered or sold in, into or within the United States or to, or for the account or benefit of, any US Person, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;

(ii) hedging transactions involving the Offer Shares, Offer Options or Underwriter Options or any beneficial interests therein may not be conducted unless in compliance with the Securities Act;

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(iii) the Offer Options and Underwriter Options may not be exercised by or for the account or benefit of any U.S. Person unless registered under the Securities Act or an applicable exemption from such registration requirement is available; and

(iv) all purchasers of the Offer Shares and Offer Options (including any Sub-Underwriters) will be informed that:

(A) the Offer Shares, Offer Options and Option Share have not been and will not be registered under the Securities Act and that the Offer Shares, Offer Options and Option Shares are being offered and sold to such purchasers in reliance on an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, and that the Offer Shares and Offer Options may not be offered or sold, directly or indirectly, in or into the United States, or to a U.S. Person or resident of the United States, except in compliance with the registration requirements of the Securities Act and any other applicable securities laws of any state or other jurisdiction of the United States (which the Company has no obligation or intention to do or procure) or pursuant to an exemption from, or in a transaction exempt from or not subject to, such registration requirements and any other applicable securities laws;

(B) hedging transactions involving the Offer Shares or Offer Options or any beneficial interests therein may not be conducted unless in compliance with the Securities Act; and

(C) the Offer Options may not be exercised by or for the account or benefit of any U.S. Person unless registered under the Securities Act or an applicable exemption from such registration requirement is available.

4.3 Company to disclose

The Company will immediately disclose to the Underwriter any matter it becomes aware of and any circumstance arising after the Execution Date and prior to the completion of the Offer which:

(a) causes, or is likely to cause, any information or document provided to the Underwriter by the Company to be false, misleading or incomplete in any material respect; or

(b) has, or is likely to have an adverse effect on the financial position or prospects of the Company.

4.4 Notice of breach

The Company must immediately give notice in writing to the Underwriter of any breach by the Company of this agreement that occurs before the day of issue of the Offer Shares and Offer Options. Such notification does not limit or affect the liability of the Company for any such breach.

4.5 Acknowledgments

Each party acknowledges that:

(a) the other party has entered into this agreement in reliance on the representations, warranties and undertakings given by that party;

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(b) the Company has given the representations, warranties and undertakings with the intention of inducing the Underwriter to enter into this agreement; and

(c) except where a representation, warranty or undertaking expressly states otherwise, each party gives all the representations, warranties and undertakings to the best of its knowledge and belief and after having made full and proper enquiries on the subject matter to which the representation, warranty or undertaking relates.

5. The Offer Shares, Offer Options, Additional Shares and Additional Options

5.1 Offer of Offer Shares and Offer Options

Subject to clause 5.2, the Company must:

(a) **Notify Underwriter**: from the Business Day after the Opening Date to the Closing Date, give written notice to the Underwriter on a daily basis of the Valid Applications received, the identity of the applicants and the number of Offer Shares (and Offer Options) and Additional Shares (and Additional Options) validly applied for unless otherwise reasonably requested by the Underwriter;

(b) **Final list**: cause a final computerised list of Valid Applications to be delivered to the Underwriter as soon as possible after the Closing Date and in any event, by the Shortfall Notice Deadline Date;

(c) **Acceptance of Valid Applications**: accept all Valid Applications for Offer Shares, Offer Options, Additional Shares and Additional Options;

(d) **Issue Offer Shares, Offer Options, Additional Shares and Additional Options**: issue the Offer Shares, Offer Options, Additional Shares and Additional Options in accordance with the Valid Applications and the Timetable;

(e) **Issue holding statements**: complete the despatch of holding statements for the Offer Shares and Offer Options in accordance with the Listing Rules;

(f) **Documents to ASX and ASIC**: execute and perform all documents and things as may be reasonably necessary (including the lodgement of one or more Appendix 2A's) to procure official quotation of:

(i) the Offer Shares (represented by CDIs) and send to ASX and the ASIC on completion of the Offer the details of issues and other information required by the Listing Rules and the Corporations Act in accordance with the Timetable; and

(ii) subject to satisfaction of the spread requirements set out in Listing Rule 2.5, condition 6, the Offer Options and send to ASX and ASIC on completion of the Offer the details of the issues and other information required by the Listing Rules and the Corporations Act in accordance with the Timetable; and

(g) **Advise Underwriter of issues**: notify the Underwriter of the days on which issue of the Offer Shares and Offer Options commences and terminates.

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5.2 Top Up Facility

(a) Where an Eligible Shareholder has submitted a Valid Application for their full Entitlement to Offer Shares and Offer Options under the Entitlement Offer, the parties agree that the Eligible Shareholders may apply for Additional Shares and Additional Options under the Top Up Facility on the following basis:

(i) Additional Shares and Additional Options will only be issued to the extent not every Eligible Shareholder has submitted a Valid Application for its full Entitlement under the Entitlement Offer by 5.00pm on the Closing Date, and Valid Applications in excess of the available Additional Shares and Additional Options may be scaled back by the Company at its absolute discretion in accordance with terms of the Prospectus; and

(ii) the Additional Shares will be issued at the Price.

(b) The allocation of Additional Shares and Additional Options to Eligible Shareholders under the Top Up Facility will be determined by the Company at its absolute discretion, having regard to the allocation policy set out in the Prospectus.

5.3 Valid Applications to go in relief of Underwriter's obligations

All Valid Applications received by the Company will be deemed to have been accepted in full by the Company and will go in relief of the obligations (if any) of the Underwriter under this agreement.

5.4 Review of applications

If there is a shortfall in Valid Applications received by the Company by the Closing Date:

(a) the Underwriter may review applications for the Offer Shares and Offer Options which were rejected by the Company;

(b) the Underwriter may re-lodge those applications which are or have become Valid Applications following the Closing Date but prior to the Shortfall Notice Deadline Date; and

(c) the Company must accept those applications as Valid Applications, unless the Company has reason to believe that such application is made on behalf of a U.S. Person.

5.5 Consents of authorities

It is the sole responsibility of the Company to obtain any Authorisation (including from ASX) which is required for the issue of any of the Offer Shares and Offer Options under any Valid Application, whether the Valid Application is lodged by the Underwriter or not.

5.6 Prompt banking of cheques

The Company undertakes that it will promptly bank for collection all cheques accompanying applications for Offer Shares and will otherwise observe the requirements of the Corporations Act in relation to this matter.

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5.7 Retention of subscription moneys

The Company undertakes to the Underwriter that it will retain all subscription moneys in trust for the relevant applicants for Offer Shares and will not permit any subscription moneys of an applicant to be withdrawn or committed other than immediately after the issue of the relevant number of Offer Shares to that applicant.

5.8 Records

The Company will maintain (and permit the Underwriter to inspect at any reasonable time) accurate records of the receipt of applications for Offer Shares and Offer Options, the banking of subscription moneys, the processing of applications and the despatch of holding statements for the Offer Shares and Offer Options.

6. Shortfall Securities

6.1 Allocation by Underwriter

Any Shortfall Securities must be allocated to the Underwriter or Sub-Underwriters, as determined by the Underwriter, in its absolute discretion.

6.2 Applications

If:

(a) the conditions precedent described in clause 2.3 have been satisfied, fulfilled, or waived by the Underwriter in accordance with clause 2.4.

(b) the Company has complied with its obligations under this agreement and has not breached any of the representations, warranties and undertakings made by it in this agreement (other than a breach which is capable of remedy and which is remedied by the Company promptly following request by the Underwriter);

(c) this agreement has not been terminated under clause 10;

(d) the Company has not received Valid Applications for all of the Offer Shares and Offer Options on or before the Closing Date;

(e) the ASX has not indicated that it will not grant permission for the official quotation of the Offer Shares;

(f) the Company has, after the Closing Date but before 10.00am (Melbourne time) on the Shortfall Notice Deadline Date, given to the Underwriter notice in writing stating the number of Shortfall Securities, and that notice is accompanied by a Certificate made up to the time and date of that notice; and

(g) provided that it has not, before that time, been shown that the Certificate is incorrect,

then, but not otherwise, the Underwriter must lodge or cause to be lodged Valid Applications for the Shortfall Securities (**Shortfall Applications**) with the Company on or before 5.00pm (Melbourne time) on the Settlement Date accompanied by a cheque or cheques in payment of the Price for those Shortfall Securities.

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6.3 Issue of Shortfall Securities

Subject to the Underwriter complying with clause 6.1, as soon as practicable and, in any event, not later than 2 Business Days after the date on which the Company receives Valid Applications for the Shortfall Securities in accordance with clause 6.2, the Company will issue the Shortfall Securities in accordance with those Valid Applications.

7. Fees and expenses

7.1 Underwriting fee

(a) The Company must issue the Underwriter Options to the Underwriter (or its nominees) in accordance with the issue date for the Underwriter Options in the Timetableor such later date as agreed between the parties in writing, subject to the Listing Rules.

(b) In the event that the Underwriter Options are not issued by the date referred to in clause 7.1(a) (**Issue End Date**), the Company must pay to the Underwriter an underwriting fee of 6% of the Underwritten Amount in the manner directed by the Underwriter by 5.00pm (Melbourne time) on the Issue End Date.

(c) The Underwriter understands and acknowledges that the Underwriter Options will be offered under the Prospectus and will be offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and that the Underwriter Options and the Underwriter Shares have not been, and will not be, registered under the Securities Act or under any securities laws of any state or other jurisdiction of the United States. The Underwriter understands and acknowledges that the Underwriter Options and the Underwriter Shares are being offered and sold in reliance on an exemption from the registration requirements of Section 5 of the Securities Act. The Underwriter understands and acknowledges that neither the Underwriter Options nor the Underwriter Shares have been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any United States regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the Underwriter Options or the Underwriter Shares.

(d) The Underwriter represents and warrants that it:

(i) is a QIB;

(ii) will be acquiring the Underwriter Options for its own account or for the account of one or more other persons, each of which is a QIB, for which Underwriter is acting as a duly authorised fiduciary or agent, or discretionary account or accounts, each of which is a QIB and as to each of which Underwriter has complete investment discretion and the authority to make the representations, warranties, agreements and acknowledgements contained in this clause 7; and

(iii) will not be acquiring the Underwriter Options with a view to distribution, within the meaning of the Securities Act, of any of the Underwriter Options.

(e) The Underwriter represents and warrants that it satisfies any and all standards for investors that are imposed by the jurisdiction of its residence or domicile or otherwise with respect to its purchase of the Underwriter Options or the Underwriter Shares.

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(f) In the normal course of its business, the Underwriter invests in or purchases securities similar to the Underwriter Options and the Underwriter Shares. The Underwriter has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Underwriter Options and the Underwriter Shares. The Underwriter, and any accounts for which it is acting, is able to bear the economic risk of an investment in the Underwriter Options or the Underwriter Shares for an indefinite period.

(g) The Underwriter understands that the Underwriter Options and the Underwriter Shares are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and understands and acknowledges that to the extent the Underwriter Options or the Underwriter Shares are issued in certificated form, upon the initial issuance thereof and unless and until otherwise determined by the Company in accordance with applicable law, the certificate delivered in respect of the Underwriter Options or the Underwriter Shares shall bear a legend substantially in the form below:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "US SECURITIES ACT") OR ANY SECURITIES ACTS OF ANY STATE OF THE UNITED STATES (THE "STATE ACTS"). THE SHARES ARE "RESTRICTED SECURITIES" AS DEFINED UNDER RULE 144(A)(3) UNDER THE US SECURITIES ACT AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, WITHIN, INTO OR FROM THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (AS DEFINED IN REGULATION S UNDER THE US SECURITIES ACT ("REGULATION S")) EXCEPT IF SUCH TRANSFER IS EFFECTED (1) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULES 901 THROUGH 905 (INCLUDING THE PRELIMINARY NOTES) OF REGULATION S UNDER THE US SECURITIES ACT, (2) PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE US SECURITIES ACT AND ANY APPLICABLE STATE ACTS, OR (3) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT (WHICH THE COMPANY IS UNDER NO OBLIGATION TO DO), IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE US FEDERAL AND STATE SECURITIES LAWS AND IN THE CASE OF (3) AN OPINION OF COUNSEL SHALL BE DELIVERED TO THE COMPANY (AND UPON WHICH THE COMPANY MAY RELY) REGARDING THE AVAILABILITY OF SUCH EXEMPTION. ANY OPTIONS REPRESENTED HEREBY MAY NOT BE EXERCISED BY OR FOR THE ACCOUNT OR BENEFIT OF ANY US PERSON UNLESS REGISTERED UNDER THE US SECURITIES ACT OR AN APPLICABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENT IS AVAILABLE. HEDGING TRANSACTIONS INVOLVING THE COMMON STOCK OF THE COMPANY MAY NOT BE CONDUCTED, DIRECTLY OR INDIRECTLY, UNLESS IN COMPLIANCE WITH THE US SECURITIES ACT. THE COMPANY IS REQUIRED BY UNITED STATES SECURITIES LAWS TO REFUSE TO REGISTER ANY TRANSFER OF SHARES NOT MADE IN ACCORDANCE WITH THE ABOVE RESTRICTIONS."

(h) The Underwriter understands and acknowledges that no representation has been or will be made by the Company as to the availability of Rule 144A, Rule 144, Regulation S or any other exemption from registration, under the Securities Act or any exemption under any securities laws of any state or other jurisdiction of the United States for the reoffer, resale, pledge or transfer of the Underwriter Options or the Underwriter Shares.

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(i) The Underwriter understands and acknowledges that the Company may make notation on its records or give instructions to the registrar and any transfer agent of the Underwriter Options or the Underwriter Shares in order to implement the restrictions on transfer set forth and described in this clause 7. Underwriter understands that no registrar or transfer agent for the Underwriter Options or the Underwriter Shares, as applicable, will be required to accept for registration or transfer any Underwriter Options or the Underwriter Shares by it except upon presentation of evidence satisfactory to the Company and the registrar or transfer agent for the Underwriter Options or the Underwriter Shares, as applicable, that the foregoing restrictions on transfer have been complied with, including, but not limited to, an opinion, in the form and substance acceptable to the Company, of counsel experienced in securities law matters and acceptable to the Company.

(j) The Underwriter understands and acknowledges that the Underwriter Options and the Underwriter Shares will be subject to the FOR Facilities for at least (i) six months after settlement of the Offer with respect to the Underwriter Shares and (ii) thirty-six months after issuance of the Underwriter Options with respect to the Underwriter Options.

(k) The Underwriter acknowledges that the Company and its affiliates and other persons acting on its behalf, the transfer agent or registrar and others will rely upon the truth and accuracy of the foregoing representations, warranties, agreements and acknowledgements. The Underwriter agrees that if any of the representations, warranties, agreements and acknowledgements made in this clause 7 are no longer accurate, it will promptly notify the Company in writing.

7.2 Costs and expenses

(a) The Company will pay and will indemnify and keep indemnified the Underwriter against and in relation to, all reasonable costs and expenses of and incidental to the Offer, including but not limited to:

(i) **Legal fees**: all reasonable legal costs incurred by the Underwriter associated with the preparation, negotiation and execution of this agreement and any other documents agreed between the Company and the Underwriter (each acting reasonably), even if such documentation is not agreed or signed by the Company and the Underwriter; and

(ii) **Out-of-pocket expenses**: the reasonable disbursements and reasonable out-of-pocket expenses of the Underwriter, including airfares (economy standard domestic travel and business standard international travel), accommodation, other travelling expenses and investor/equity analyst presentation costs, provided that the Underwriter will seek the approval of the Company before incurring any individual item of expense in an amount exceeding $2,000, such approval not to be unreasonably withheld.

(b) The Company will ensure that all other amounts described in clause 7.2(a) are paid by the Company to the Underwriter promptly (and, in any case, no later than 10 Business Days) upon receipt of the relevant tax invoice.

(c) In addition, the Company will pay any reasonable legal costs incurred by the Underwriter which are required to enforce the sub-underwriting obligations of Sub-Underwriters to the Offer appointed by the Underwriter where such Sub-Underwriters were introduced to the Underwriter by the Company.

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(d) In the event that this agreement is terminated, the Company must pay in cleared funds to the Underwriter, within 3 Business Days after the termination, any costs and expenses incurred or accrued up to and including the date of termination.

8. GST

8.1 GST payable

If GST becomes payable by a Party (**Supplier**) on any supply it makes under or in connection with this agreement:

(a) any amount payable or consideration to be provided under this agreement for that supply (**Agreed Amount**) is exclusive of GST;

(b) an additional amount will be payable by the Party providing consideration for that supply under this agreement (**Recipient**), equal to the amount of GST payable on that supply as calculated by the Supplier in accordance with the GST law and payable at the same time and in the same manner as for the Agreed Amount; and

(c) the Supplier will provide a tax invoice (or equivalent documentation which complies with the GST law) to the Recipient in respect of that supply, no later than the time at which the Agreed Amount for that supply is to be provided under this agreement.

8.2 Variation

If, for any reason, the GST payable by the Supplier in respect of a supply it makes under this agreement varies from the additional amount it receives from the Recipient under clause 8.1 in respect of that supply, the Supplier will provide a refund or credit to or will be entitled to receive the amount of this variation from the Recipient (as appropriate).

8.3 Definitions

"**GST**", "**GST law**" and other terms used in this clause 8 have meanings used in the *A New Tax System (Goods and Services Tax) Act* 1999 (as amended from time to time) or any replacement or other relevant legislation and regulations, except "**GST law**" also includes any applicable rulings. Any reference to GST payable by the Supplier includes any GST payable by the representative members of any GST group of which the Supplier is a member.

9. Discharge of Underwriter's obligations

All obligations of the Underwriter under this agreement are discharged when any of the following events occurs:

(a) the date on which the Company receives Valid Applications (including full payment) for all of the Offer Shares and Offer Options;

(b) the Underwriter lodging or causing to be lodged with the Company, applications for Shortfall Securities accompanied by the Price, in accordance with clause 6.1;

(c) the Underwriter terminating this agreement under clause 10; or

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(d) the Company having failed to give a valid notice (accompanied by the Certificate) in accordance with clause 6.2(f) by 10.00am (Melbourne time) on the Shortfall Notice Deadline Date.

10. Termination by Underwriter

10.1 Notice of termination

The Underwriter may terminate this agreement under this clause 10 upon the occurrence of any of the events in clause 10.2 by giving notice in writing to the Company on or at any time before the issue of all the Offer Shares and Offer Options, without cost or liability to itself.

10.2 Termination events

The Underwriter may terminate its obligations under this agreement if:

(a) **Indices fall**: the S&P ASX 200 Index is 10.0% or more below its level as at the close of business on the Business Day prior to the date of this agreement, at close of trading for more than 3 consecutive Business Days;

(b) **Offer Documents**: the Company does not lodge the Offer Documents in accordance with the Timetable (other than with the prior consent of the Underwriter) or the Offer is withdrawn by the Company;

(c) **No official quotation**: ASX has advised the Company that it will not or may not grant official quotation to the Offer Shares (represented by CDIs) on or prior to the Shortfall Notice Deadline Date;

(d) **Supplementary Prospectus**:

(i) the Underwriter, having elected not to exercise its right to terminate its obligations under this agreement as a result of an occurrence as described in clause 10.2(p)(iv), forms the view on reasonable grounds that a Supplementary Prospectus should be lodged with ASX and the Company fails to lodge a Supplementary Prospectus in such form and content and within such time as the Underwriter may reasonably require; or

(ii) the Company lodges a Supplementary Prospectus without the prior written agreement of the Underwriter;

(e) **Disclosures in Offer Documents**: it transpires that there is a statement in the Offer Documents that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from the Offer Documents or if any statement in the Offer Documents becomes misleading or deceptive or likely to mislead or deceive or if the issue of the Offer Documents is or becomes misleading or deceptive or likely to mislead or deceive;

(f) **Listing**: the Company ceases to be admitted to the official list of ASX or the Shares (or interest in them) cease trading or are suspended from official quotation or cease to be quoted on the ASX;

(g) **Withdrawal of Offer**: the Company withdraws or indicates that it does not intend to proceed with the Offer or any part of the Offer;

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(h) **Exception for shareholder approval**: none of the Appendix 3B, the ASX Announcement or Prospectus lodged by the Company satisfies exception 2 in ASX Listing Rule 10.12 for the issue of underwritten Shortfall Securities to the Underwriter or any Sub-Underwriter (provided that if one of the Appendix 3B, ASX Announcement or Prospectus satisfies the exception, this termination event shall not apply);

(i) **Restriction on issue**: the Company is prevented from issuing the Offer Shares or Offer Options within the time required by this agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;

(j) **ASIC application**: an application is made by ASIC for an order under any provision of the Corporations Act in relation to the Offer Documents or the Offer, the Shortfall Notice Deadline Date has arrived, and that application has not been dismissed or withdrawn;

(k) **Authorisation**: any authorisation which is material to anything referred to in the Offer Documents is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter acting reasonably;

(l) **Event of Insolvency**: an Event of Insolvency occurs in respect of a Relevant Company;

(m) **Acquisition**: a Relevant Company makes, or agrees to make a major acquisition or enters into any major expenditure other than in accordance with any disclosure in the Offer Documents or any announcement released to the ASX prior to the date of this agreement;

(n) **Indictable offence**: a director or senior manager of a Relevant Company is charged with an indictable offence or is disqualified from managing a corporation under the Corporations Act;

(o) **Withdrawal of consent**:

(i) any person whose consent to the issue of the Prospectus is required by section 720 and who has previously consented to the issue of the Prospectus withdraws such consent;

(ii) any person gives a notice under section 733(3); or

(iii) any person (other than the Underwriter) who has previously consented to the inclusion of their name or any statement in the Prospectus withdraws that consent;

(p) **Termination events**: subject always to clause 10.3, upon the occurrence of any of the following events:

(i) **Default**: default or breach by the Company under this agreement of any terms, condition, covenant or undertaking;

(ii) **Incorrect or untrue representation**: any representation, warranty or undertaking given by the Company in this agreement is or becomes untrue or incorrect;

(iii) **Contravention**: a contravention by a Relevant Company of any provision of its constituent documents, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;

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(iv) **Adverse change**: an event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a likely Material Adverse Effect after the date of this agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company including, without limitation, if any forecast in the Offer Documents becomes incapable of being met or in the Underwriter's reasonable opinion, unlikely to be met in the projected time;

(v) **Error in Due Diligence Results**: it transpires that any of the Due Diligence Results or any part of the Verification Material was false, misleading or deceptive or that there was an omission from them, in each case, at the time they were given;

(vi) **Public statements**: without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer or the Offer Documents other than a statement the Company is required to make in order to comply with its disclosure obligations under the Listing Rules, Corporations Act and/or the Exchange Act;

(vii) **Misleading information**: any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;

(viii) **Change in Act or policy**: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that has not been publicly disclosed or proposed as at the date of this agreement;

(ix) **Prescribed Occurrence**: a Prescribed Occurrence occurs, other than as disclosed in the Offer Documents;

(x) **Judgment against a Relevant Company**: a judgment in an amount exceeding $300,000 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;

(xi) **Litigation**: litigation, arbitration, administrative or industrial proceedings are after the date of this agreement commenced against any Relevant Company, other than any claims foreshadowed in the Offer Documents;

(xii) **Board and senior management composition**: there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Offer Shares and Offer Options without the prior written consent of the Underwriter, such consent not to be unreasonably withheld;

(xiii) **Force Majeure**: a Force Majeure affecting the Company's business or any obligation under the agreement lasting in excess of 7 days occurs;

(xiv) **Certain resolutions passed**: a Relevant Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constituent documents without the prior written consent of the Underwriter;

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(xv) **Capital structure**: any Relevant Company alters its capital structure in any manner not contemplated by the Offer Documents, other than in circumstances referred to in clause 4.1(g);

(xvi) **Breach of Contracts**: any of the Contracts is terminated or substantially modified;

(xvii) **Investigation**: the Company becomes aware that any person is appointed under any legislation in respect of companies to investigate the affairs of a Relevant Company;

(xviii) **Hostilities**: there is an outbreak of hostilities not presently existing or a material escalation of hostilities (whether or not war has been declared) after the date of this agreement involving one or more of Australia, New Zealand, Japan, the United Kingdom, the United States of America, Hong Kong or the Peoples Republic of China, or any member of the European Union, or a terrorist act is perpetrated on any of the mentioned countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world; or

(xix) **Market conditions**: a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America, Hong Kong, the People's Republic of China or the international financial markets, other than Russia and Ukraine.

10.3 Material Adverse Effect

The events listed in clause 10.2(p) entitle the Underwriter to exercise its termination rights under clause 10 if in the opinion of the Underwriter, the breach or the event has or is likely to have, or could be expected to have, a Material Adverse Effect or could give rise to a liability of the Underwriter under the Corporations Act.

10.4 No prejudice

The exercise by the Underwriter of any of its rights under clause 10 does not prejudice any right the Underwriter may have under clause 7 or any rights the Underwriter may have to seek damages for loss caused to the Underwriter as a result of a breach of this agreement by the Company.

10.5 Survival

This clause 10 and clauses 4, 7, 11 and 14 survive termination of this agreement.

11. Indemnification of Underwriter

11.1 Underwriter not responsible

The Company acknowledges that it, and not the Underwriter, is solely responsible and liable for the form and contents of the Offer, the Offer Documents or any advertising in respect of the Offer which accompanies or relates to the Offer Documents.

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11.2 Indemnity

Subject to clause 11.5, the Company will indemnify and keep indemnified the Underwriter and its directors, officers, employees and agents (**Related Parties**) and hold them harmless from and against all prosecutions, losses (including losses or costs incurred in connection with any investigation, enquiry or hearing by ASIC, ASX or any governmental authority or agency but excluding any indirect, special or consequential losses), penalties, actions, suits, claims, costs (including legal costs on a solicitor and own client basis), demands and proceedings (whether civil or criminal) (**Liability**) arising out of or in respect of:

(a) the Offer, including any advertising, publicity, announcements or statements made in relation to the Offer with the consent of the Company (notwithstanding that the Underwriter may have consented to it) or any documents in respect of the Offer;

(b) any breach or failure by the Company to observe any of the terms of this agreement;

(c) non-compliance with or breach of any legal requirement or the Listing Rules in relation to the Offer Documents (or any supplementary Offer Documents); or

(d) any statement, misstatement, misrepresentation, non-disclosure, inaccuracy in or omission from the Offer Documents (or any supplementary Offer Documents).

11.3 Reimbursement of expenses

Without limiting clause 11.2 but subject to clause 11.5 and notwithstanding clause 7.2, the Company agrees to indemnify and keep indemnified and immediately on receipt of an invoice reimburse the Underwriter and each Related Party for all reasonable costs and expenses (including legal expenses and disbursements) as they are incurred, and pay the Underwriter and each Related Party at their standard professional charge out rate for all time spent, in connection with investigating, preparing or defending any claim or potential claim whatsoever relating to or arising out of or in connection with the Offer Documents, any supplementary Offer Documents, the Offer or in connection with any investigations, enquiries or legal proceedings by ASIC or ASX or any third party in respect of or arising out of the Offer Documents any supplementary Offer Documents or the Offer.

Without limiting the foregoing, this includes expenses relating to and time spent in a court as a witness, responding to approaches by directors and shareholders, ASX or ASIC or otherwise for the purpose of defending proceedings brought or which may be brought against the Underwriter or a Related Party.

11.4 Benefit of indemnity

The Company and each Related Party shall be entitled to the benefit of this clause 11 and this clause 11 may be enforced on behalf of each Related Party by the Underwriter.

11.5 Limit of indemnity

This indemnity does not apply:

(a) to any amount in respect of which the indemnities in clauses 11.2 and 11.3 would be illegal, void or unenforceable; or

(b) in respect of Liability which results from the wilful default, fraud or the gross negligence of the person claiming the indemnity.

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However, if it is alleged that any amount to which the indemnity applies results from the wilful default, fraud or the gross negligence of the person claiming the benefit of the indemnity, the Company agrees to reimburse the amount in accordance with this clause 11 until such wilful default, fraud or such gross negligence is established by a Court of final jurisdiction, at which time such amount must be repaid to the Company by the person concerned.

11.6 No waiver of indemnity

The consent or approval of the Underwriter to any act, matter or thing will not itself constitute the waiver of or in any way prejudice the right to indemnity under clause 11.2.

11.7 Indemnity survives termination

Each indemnity in this agreement is a continuing obligation, separate and independent from all the other obligations of the Parties and survives termination of this agreement for whatever cause, including without limitation, termination by the Underwriter under clause 10.

11.8 Contribution

In the event that the indemnity in clause 11.2 is held invalid in whole or in part, the Underwriter and the Company will share the Liability on a proportional basis, with the Underwriter contributing that proportion of the Liability that its fees as specified in clause 7.1 bear to the total amount raised by the Offer and the Company contributing the balance of the Liability.

11.9 No excess contribution

The Company and the Underwriter and the Related Parties agree that the Underwriter and the Related Parties will not be required to contribute under clause 11.8 an aggregate amount exceeding the fees (or the value of the fees) paid to the Underwriter as specified in clause 7.1.

12. Inquiries by Underwriter

12.1 Additional information

The Company will if so requested by the Underwriter at any time during the continuance of this agreement, promptly provide to the Underwriter any information concerning the business, assets, liabilities, financial position, performance, profits and losses and prospects of any Relevant Company, as the Underwriter reasonably requires for the purpose of the Offer and this agreement.

12.2 Access

At all times until the Offer is fully subscribed or the Underwriter fulfils its obligations under clause 6, the Company will procure that the Underwriter and its professional advisers are entitled to full and free access to the premises, books and records of any Relevant Company at all reasonable times and on reasonable notice, and are entitled to make any examinations and inquiries of and concerning the business, assets, liabilities, books and accounts of any Relevant Company as the Underwriter reasonably requires for the purposes of the Offer and this agreement.

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12.3 Retention of documents

The Company agrees to retain and securely store for a period of seven years from the date of issue of the Offer Documents, the materials relating to preparation of the Offer Documents including the Due Diligence Results, the Verification Material and all other documentation collected, produced or prepared by a Relevant Company in connection with the Offer Documents and the Offer subject to any obligation of the Company to return to the Underwriter any material in the event that the Offer does not occur. The Company must notify the Underwriter of where the documentation is kept and give it free and unfettered access to the documentation at all reasonable times and enable it to make any copies of the documentation it reasonably requires.

13. Notifications to Underwriter

The Company undertakes to comply with the terms and conditions of this agreement in all material respects and immediately give notice to the Underwriter of:

(a) any material breach of this agreement, including the representations, warranties and undertakings contained in this agreement; and

(b) the occurrence of any event which will, or which with the giving of notice or lapse of time will, give the Underwriter the right to terminate their obligations under this agreement.

14. General

14.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this agreement.

14.2 Notices

Any communication under or in connection with this agreement:

(a) must be in writing;

(b) must be addressed as shown below:

In the case of the Underwriter:

Name: Viburnum Funds Pty Ltd
Address: 31 Carrington Street, Nedlands WA 6009
Email: rob.martino@viburnumfunds.com.au
For the attention of: Rob Martino - Partner, Public Equities

In the case of the Company:

Name: Universal Biosensors, Inc.
Address: 1 Corporate Avenue, Rowville, VIC 3178
Email: sbalak@universalbiosensors.com
Attention: Salesh Balak – Company Secretary

(or as otherwise notified by that Party to the other Party from time to time);

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(c) must be signed by the Party making the communication or (on its behalf) by the solicitor for, or by any attorney, director, secretary, or authorised agent of, that Party;

(d) must be delivered or posted by prepaid post to the address, or sent by email to the email address of the addressee, in accordance with clause 14.2(b); and

(e) will be deemed to be received by the addressee:

(i) (in the case of prepaid post) on the third business day after the date of posting to an address within Australia, and on the fifth business day after the date of posting to an address outside Australia;

(ii) (in the case of email) on the day a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee); and

(iii) (in the case of delivery by hand) on delivery at the address of the addressee as provided in clause 14.2(b), unless that delivery is made on a non-business day, or after 5.00 pm on a business day, when that communication will be deemed to be received at 9.00 am on the next business day,

and where 'business day' means a day which is not a Saturday, Sunday or public holiday in the place of receipt of that communication.

14.3 Jurisdiction and governing law

(a) This agreement is governed by and will be construed according to the laws of Western Australia.

(b) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this agreement.

(c) Each Party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 14.3(b).

14.4 Amendments

This agreement may only be varied by a document signed by or on behalf of each of the Parties.

14.5 Assignment

A Party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other Party.

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14.6 Severability of provisions

Any provision of this agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

14.7 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this agreement by any Party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this agreement.

(b) Any waiver or consent given by any Party under this agreement will only be effective and binding on that Party if it is given or confirmed in writing by that Party.

(c) No waiver of a breach of any term of this agreement will operate as a waiver of another breach of that term or of a breach of any other term of this agreement.

14.8 Enurement

The provisions of this agreement will enure for the benefit of and be binding on the Parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives.

14.9 Indemnities

(a) Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the Parties, and survives termination, completion or expiration of this agreement.

(b) It is not necessary for a Party to incur expense or to make any payment before enforcing a right of indemnity conferred by this agreement.

14.10 Entire agreement

To the extent permitted by law, in relation to the subject matter of this agreement, this agreement:

(a) embodies the entire understanding of the Parties and constitutes the entire terms agreed upon between the Parties; and

(b) supersedes any prior agreement (whether or not in writing) between the Parties, except for the Term Sheet which will continue to apply, except to the extent of any inconsistency with this agreement, in which instance this agreement shall prevail.

14.11 No representation or reliance

(a) Each Party acknowledges that no Party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement.

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(b) Each Party acknowledges and confirms that it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other Party, except for any representation or inducement expressly set out in this agreement.

14.12 Counterparts

This agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

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Executed as an agreement.

Executed by **Viburnum Funds Pty Ltd ACN 126 348 990** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

/s/ Marshall Allen	/s/ David St Quinn
Signature of Director	Signature of Director/Company Secretary
Marshall Allen	David St Quinn
Full name (print)	Full name (print)

Executed for and on behalf of **Universal Biosensors, Inc.** by its authorized signatory in the presence of:

/s/ Salesh Balak	/s/ Graham McLean
Signature of witness	Signature of authorized signatory
Salesh Balak	Graham McLean
Full name (print)	Full name (print)

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Annexure A Form of Certificate

To: Viburnum Funds Pty Ltd (ACN 126 348 990)

We hereby certify on behalf of the Company that, at the date of delivery of this Certificate, the following statements are, to the best of our knowledge having made due inquiries, true and not misleading or deceptive:

(a) the Company has complied with all of its obligations required to be performed as at the date of this Certificate in respect of the Offer whether arising under the Underwriting Agreement, the Listing Rules, the Company's Certificate of Incorporation and Bylaws, the Timetable, statute or otherwise;

(b) the Company is not in default under the Underwriting Agreement and there has not been any breach by the Company of any of the terms, conditions and warranties given by the Company under that agreement;

(c) were the representations and warranties in the Underwriting Agreement repeated as at the date of this Certificate, they would still be true and correct; and

(d) none of the events referred to in clause 10 of the Underwriting Agreement has occurred.

For the purposes of this Certificate:

(a) "Underwriting Agreement" means the underwriting agreement dated on or about [insert date] 2024 between Viburnum Funds Pty Ltd and the Company; and

(b) words and expressions used shall have the meanings ascribed to them in the Underwriting Agreement.

Dated:

Authorised Representative For and on behalf of **Universal Biosensors, Inc.**	Authorised Representative For and on behalf of **Universal Biosensors, Inc.**

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Annexure B Timetable

Event	Business Day	Date
Offer announced and Prospectus, ASX Announcement and updated Appendix 3B lodged with ASX (**Lodgement Date**)	0	Thursday, 11 April 2024 (pre-open)
Inform existing Option holders they cannot participate in the Offer without first exercising their Options Inform Ineligible Shareholders that they cannot participate in the Offer	0	Thursday, 11 April 2024 (pre-open)
"Ex" date (date from which securities commence trading without the entitlement to participate in the Offer)	2	Monday, 15 April 2024
Record Date to determine entitlements	3	Tuesday, 16 April 2024 (7.00pm)
Dispatch of Offer Document (and announces that this has occurred) and **Opening Date**	6	Friday, 19 April 2024
Last date to extend Entitlement Offer closing date	10	Friday, 26 April 2024 (before 12 noon)
Closing Date	13	Wednesday, 1 May 2024 (5.00pm)
Securities quoted on a deferred settlement basis	14	Thursday, 2 May 2024 (from market open)
Notification to Underwriter of the Shortfall Securities (**Shortfall Notice Deadline Date**)	16	Monday, 6 May 2024
Settlement Date	16	Monday, 6 May 2024
Announce results of Entitlement Offer	18	Wednesday, 8 May 2024 (before 12 noon)
Issue date of Offer Shares, Offer Options, Placement Options and Underwriter Options and end of deferred settlement trading	18	Wednesday, 8 May 2024 (before 12 noon)
Company lodges an Appendix 2A with ASX for the Offer Shares. Company lodges an Appendix 2A with ASX for the Offer Options, Placement Options and Underwriter Options	18	Wednesday, 8 May 2024 (before 12 noon)
Commencement of trading of Offer Shares and, subject to satisfaction of the ASX Listing Rule conditions, the Offer Options, Placement Options and Underwriter Options	19	Thursday, 9 May 2024
Despatch of holding statements for Offer Shares, Offer Options, Placement Options and Underwriter Options		As soon as reasonably practicable after allotment of securities

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Annexure C Underwriter Option Terms

(a) The Underwriter Options will be exercisable at an exercise price of $0.20.

(b) The Underwriter Options will vest immediately on issue, and will expire at 5.00pm (Melbourne, Australia time) on the date which is 3 years after the date of issue. Any Options not exercised prior to the expiry date will automatically expire at this time.

(c) Each Underwriter Option entitles the holder to subscribe for one CHESS depositary interest over a fully paid share in the Company (**CDI**) upon exercise of that Underwriter Option.

(d) The Underwriter Options may be exercised in tranches of any number and at any time, as the Underwriter in its absolute discretion sees fit, by written notice by the holder to the Company specifying the number of Options being exercised and in such other form as specified by the Company from time to time (**Exercise Notice**) and payment of the exercise price for each Underwriter Option.

(e) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.

(f) The Underwriter Options may not be exercised by or for the account or benefit of any U.S. Person unless registered under the U.S. Securities Act or an exemption from such registration is available. If the optionholder is unable to certify that it is not a U.S. Person at the time of exercise, the exercise of the Underwriter Option will only be permitted upon the delivery to the Company of an opinion of United States legal counsel that is reasonably acceptable to the Company to the effect that the Underwriter Options and the underlying CDIs have been registered under the U.S. Securities Act or are exempt from registration thereunder. The optionholder must notify subsequent transferees of the exercise restrictions set forth herein.

(g) Within 3 Business Days after the date on which an exercise notice takes effect, the Company must issue to the holder the CDIs to be issued on exercise of the Underwriter Options.

(h) Each certificate representing the the Underwriter Options and CDIs issued on exercise of the Underwriter Options or underlying shares (as applicable) will bear the following legend:

> *"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "US SECURITIES ACT") OR ANY SECURITIES ACTS OF ANY STATE OF THE UNITED STATES (THE "STATE ACTS"). THE SHARES ARE "RESTRICTED SECURITIES" AS DEFINED UNDER RULE 144(A)(3) UNDER THE US SECURITIES ACT AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, WITHIN, INTO OR FROM THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (AS DEFINED IN REGULATION S UNDER THE US SECURITIES ACT ("REGULATION S")) EXCEPT IF SUCH TRANSFER IS EFFECTED (1) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULES 901 THROUGH 905 (INCLUDING THE PRELIMINARY NOTES) OF REGULATION S UNDER THE US SECURITIES ACT, (2) PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE US SECURITIES ACT AND ANY APPLICABLE STATE ACTS, OR (3) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT (WHICH THE COMPANY IS UNDER NO OBLIGATION TO DO), IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE US FEDERAL AND STATE SECURITIES LAWS AND IN THE CASE OF (3) AN OPINION OF COUNSEL SHALL BE DELIVERED TO THE COMPANY (AND UPON WHICH THE COMPANY MAY RELY) REGARDING THE AVAILABILITY OF SUCH EXEMPTION. ANY OPTIONS REPRESENTED HEREBY MAY NOT BE EXERCISED BY OR FOR THE ACCOUNT OR BENEFIT OF ANY US PERSON UNLESS REGISTERED UNDER THE US SECURITIES ACT OR AN APPLICABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENT IS AVAILABLE. HEDGING TRANSACTIONS INVOLVING THE COMMON STOCK OF THE COMPANY MAY NOT BE CONDUCTED, DIRECTLY OR INDIRECTLY, UNLESS IN COMPLIANCE WITH THE US SECURITIES ACT. THE COMPANY IS REQUIRED BY UNITED STATES SECURITIES LAWS TO REFUSE TO REGISTER ANY TRANSFER OF SHARES NOT MADE IN ACCORDANCE WITH THE ABOVE RESTRICTIONS."*

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(i) CDIs issued on exercise of the Underwriter Options rank equally with the then issued CDIs of the Company. A CDI issued on exercise of an Underwriter Option is only entitled to receive a dividend where the Underwriter Option has been exercised and the CDI is issued on or before the record date for that dividend.

(j) The Company will issue the Underwriter Options under the Prospectus and make an application to ASX for quotation of the Underwriter Options and comply with any on-sale disclosure requirements regarding the Underwriter Options within 3 Business Days of the issue of the Underwriter Options.

(k) The issue of Options is not conditional on ASX granting quotation of the Underwriter Options. If ASX does not grant quotation of the Underwriter Options, the Company will have issued the Underwriter Options on the proposed issue date on an unquoted basis.

(l) Once quoted on ASX, the Underwriter Options may be transferred at any time by the holder subject to the FOR Facility and in accordance with all applicable securities laws of any state or other jurisdiction of the United States, including any restrictions applicable to the holder resulting from the holder's status as an "affiliate" of the Company within the meaning of Rule 405 under the U.S. Securities Act. The Underwriter Options and the CDIs have not been registered under the U.S. Securities Act, and may not be offered, sold, pledged or otherwise transferred except in accordance with Regulation S, pursuant to registration under the U.S. Securities Act or pursuant to an available exemption from registration. The holder of Underwriter Options must notify subsequent transferees of the transfer restrictions set forth herein.

(m) The number of CDIs to be delivered in respect of each Underwriter Option or the amount payable, if any, by the holder in respect of CDIs to be delivered to the holder will be reorganised in accordance with the Listing Rules as applicable to Underwriter Options at the time of any such reorganization (if the Company is listed on the ASX), or otherwise as determined by the Board.

(n) In the event the Company proceeds with a pro rata issue (except a bonus issue) of securities to UBI securityholders after the date of issue of the Underwriter Options, the exercise price of the Underwriter Options may be reduced in accordance with the formula set out in the ASX Listing Rules from time to time.

(o) However, notwithstanding the foregoing, the exercise price of the Underwriter Options, or number of CDIs to be delivered in respect of each Underwriter Option or the amount payable, shall not be reduced or otherwise adjusted in connection with the Entitlement Offer currently intended to be undertaken by the Company.

(p) Except as required by the Listing Rules, if the Company makes a pro rata issue of securities, bonus issue of securities or other new issue of securities, the Company must notify the holder in writing on the earlier of 20 Business Days prior to the closing date, and 5 Business Days prior to the record date, of any such issue to enable the holder to exercise the Underwriter Options prior to that date, and participate in the issue if the holder elects to do so.

(q) The holder may only participate in new issues of CDIs (and underlying shares in the Company) by reason of Underwriter Option if the holder exercises that Underwriter Option and becomes the holder of CDIs (or underlying shares) on or prior to the record date for the new issue of CDIs (or underlying shares).

(r) Other than as provided for above, the Underwriter Options do not confer any right upon the optionholder to a change in the exercise price of each Underwriter Option or a change in the number of CDIs over which each Underwriter Option can be exercised.

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Exhibit 10.17

CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF UNIVERSAL BIOSENSORS, INC.

Universal Biosensors, Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. This Certificate of Amendment (the "Certificate of Amendment") amends the provisions of the Corporation's Amended and Restated Certificate of Incorporation, as amended to date, filed with the Secretary of State of the State of Delaware on December 5, 2006. (the "Amended and Restated Certificate of Incorporation").

2. The first paragraph of Article FOURTH of the Amended and Restated Certificate of Incorporation is hereby deleted in its entirety and replaced with:

"FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is seven hundred fifty-one million (751,000,000) shares of which the Corporation shall have authority to issue seven hundred fifty million (750,000,000) shares of Common Stock, each having a par value of one hundredth of one cent ($0.0001), and one million (1,000,000) shares of Preferred Stock, each having a par value of one cent ($0.01)."

3. This amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. All other provisions of the Amended and Restated Certificate of Incorporation shall remain in full force and effect.

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IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by Salesh Balak, its Chief Financial Officer, this April 11, 2024.

By: /s/ Salesh Balak
Name: Salesh Balak
Title: Chief Financial Officer

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Exhibit 31.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John Sharman, certify that:

1. I have reviewed this report on Form 10-Q of Universal Biosensors, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2024

/s/ John Sharman

John Sharman
Principal Executive Officer
Universal Biosensors, Inc.

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Exhibit 31.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Salesh Balak, certify that:

1. I have reviewed this report on Form 10-Q of Universal Biosensors, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2024

/s/ Salesh Balak

Salesh Balak
Principal Financial Officer
Universal Biosensors, Inc.

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Exhibit 32

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 *

In connection with the quarterly report of Universal Biosensors, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company does hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of such officer's knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company. The undersigned have executed this Certificate as of the 2nd day of August 2024.

/s/ John Sharman
John Sharman
Principal Executive Officer

/s/ Salesh Balak
Salesh Balak
Principal Financial Officer

* This certification is being furnished as required by Rule 13a-14(b) under the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code, and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent such certification is explicitly incorporated by reference in such filing.

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