

# Notice of Annual General Meeting and Explanatory Memorandum

DGL Group Limited  
ACN 002 802 646

Date: Wednesday 20 November 2024  
Time: 11.00am (AEDT)  
Place: Virtual meeting only

## **THIS IS AN IMPORTANT DOCUMENT**

If you are in doubt as to what to do with this document, please immediately see your legal adviser, financial adviser or stockbroker.

**Dear Shareholder,**

I am pleased to invite you to DGL Group's 2024 Annual General Meeting (AGM) to be held at 11:00am (AEDT) on 20 November 2024. FY24 was DGL's 25th year since the business was founded in 1999, and it will be DGL's fourth AGM as an ASX listed company.

The AGM will be held online only, with Shareholders being able to watch, listen, ask questions and vote via the online webinar.

DGL's AGM is the occasion where shareholders vote on a number of important resolutions which are outlined in this Notice of Meeting. It also provides shareholders with the opportunity to hear directly from the founder and CEO and the Board, and to ask questions.

**Financial Statements, Directors' Report and Independent Auditor's Report**

The first item of business will be to receive and consider the Financial Statements, the Directors' Report and the Independent Auditor's Report for the year ended 30 June 2024. There is no requirement for the shareholders to approve these reports.

**Remuneration Report**

The second item of business seeks approval of the Remuneration Report, set out on pages 26 – 29 of DGL's 2024 Annual Report. The Remuneration Report includes information on Directors' and executives' remuneration and includes an explanation of DGL's remuneration strategy and guiding principles.

**Re-election of Director**

The third item of business seeks approval for the re-election of Robert Sushames as an Executive Director.

Robert joined the DGL Board in 2021 and has over 25 years' experience in the chemical manufacturing industry and has extensive experience in global procurement and 3PL warehousing and logistics. Robert's executive role is focused on commercial business development and leading DGL's crop protection manufacturing segment.

**Employee Incentive Securities Plan**

The fourth item of business seeks approval for adoption of an Employee Incentive Securities Plan.

The objective of the Plan is to assist DGL in attracting, motivating and retaining employees and to align employees and shareholders interests by

encouraging direct ownership of shares by employees. It has become common practice for listed companies to have an employee share plan, and the Directors consider DGL will be disadvantaged if an appropriate plan is not put in place.

The Board intends to introduce two programs under the Plan in FY25:

(i) Employee Plan

An offer to all employees to purchase up to \$10,000 worth of shares at a 10% discount to the market value.

The Board considers that it is in all shareholders interests to offer a modest discount to encourage employees to become shareholders and participate in the growth of the Company.

(ii) Performance Rights Plan

An offer of Performance Rights to certain senior executives (the CEO, Chief Financial Officer and Chief Operating Officer) based on 50% of their base salary, where vesting and conversion into shares is subject to specific earnings per share and relative share price performance hurdles over a three-year period.

The Board has been working hard to ensure that executive pay is appropriate and aligned with the objectives of the business. Vesting of the Performance Rights is entirely performance based, ensuring that all shareholders will benefit if the performance targets are met. The Board considers the Performance Rights terms to be conservative relative to market practice.

Approval of the CEO's participation in the Plan is sought separately under the fifth item of business as required under the ASX Listing Rules.

I ask that you consider this letter and the additional detail in the 2024 Annual Report when forming your views on these items of business.

Yours sincerely,



Tim Hosking  
Chairman

# Notice of Annual General Meeting

The annual general meeting of shareholders (**AGM**) of DGL Group Limited ACN 002 802 646 (**DGL or Company**) will be held at 11.00am AEDT on Wednesday, 20 November 2024 for the purpose of considering and, if thought fit, passing the resolutions set out below (**Notice**).

The meeting will be held online only, through a virtual weblink where Shareholders will be able to watch, listen, ask questions and vote. Page 5 includes details on how to attend the virtual Meeting.

The Explanatory Memorandum that accompanies and forms part of this Notice describes in more detail the matters to be considered at the AGM. Please ensure that you read the Explanatory Memorandum in full.

## Business

Please note that additional information concerning the proposed resolutions is contained in the Explanatory Memorandum that accompanies and forms part of this Notice.

### 1. Financial statements and reports

To receive and consider:

- (a) the financial statements;
- (b) the Directors' Report; and
- (c) the Auditor's Report,

of DGL for the year ended 30 June 2024.

*Note: There is no requirement for the shareholders to approve these reports.*

### 2. Resolution 1 - Adoption of the Remuneration Report

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

*'That the Remuneration Report of DGL (which forms part of DGL's 2024 Annual Report) for the financial year ended 30 June 2024 be adopted.'*

*Note: This resolution is advisory only and does not bind DGL or the directors of DGL (Directors).*

Voting exclusions apply to this item – please see the voting exclusions on page 7.

### 3. Resolution 2 - Re-election of Directors

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

*'That Robert Sushames, a Director who retires by rotation in accordance with the Company's constitution and ASX Listing Rule 14.5 and being eligible for re-election, be and is hereby re-elected a Director of the Company.'*

### 4. Resolution 3 - Approval of employee incentive securities plan

To consider and, if thought fit, pass, with or without amendment, the following resolution as an ordinary resolution:

*"That, for the purposes of Listing Rule 7.2 (Exception 13(b)) and for all other purposes, approval is given for the Company to issue up to maximum of 14,261,263 Securities under the employee incentive scheme titled Employee Incentive Securities Plan, on the terms and conditions set out in the Explanatory Statement."*

5. Resolution 4 - Issue of Performance Rights to Mr Simon Henry

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

*“That, for the purposes of Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 710,000 Performance Rights to Chief Executive Officer Mr Simon Henry (or his nominee(s)) under the Employee Incentive Securities Plan on the terms and conditions set out in the Explanatory Statement.”*

6. Further information

For detailed information on the above Agenda items, please refer to the Explanatory Memorandum on pages 10 to 16.

By order of the Board

Hanna Posa  
General Counsel and Company Secretary  
16 October 2024

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# Information on attending virtually, voting, proxies, corporate representatives and attorneys

## How to attend the virtual AGM

The Directors have decided in accordance with clause 36.5 of the Constitution to hold a wholly virtual Meeting. Shareholders can be present virtually at the Meeting via live webinar. If you wish to virtually attend the Meeting, please pre-register in advance for the virtual meeting here:

[https://us02web.zoom.us/webinar/register/WN\\_X-xgMYRtRIC-6PTIqHpwQQ](https://us02web.zoom.us/webinar/register/WN_X-xgMYRtRIC-6PTIqHpwQQ)

To register to attend the virtual Meeting, you must provide your details (including your security holder reference number (SRN) or holder identification number (HIN) and registered holding name) to be verified as a Shareholder. If you are not able to attend the AGM webinar on Wednesday 20 November 2024, we invite and encourage you to lodge a directed proxy and ask questions in advance.

After registering, you will receive a confirmation email containing information on how to attend the virtual meeting on the day of the AGM.

For Shareholders to vote at the virtual Meeting, the Company must be given at least 48 hours' notice so that the Company can verify the Shareholder's entitlement to vote. Therefore, Shareholders who wish to vote on the day of the Meeting will need to register to virtually attend the Meeting by no later than 11:00am (AEDT) on Monday 18 November 2024.

Shareholders will be able to vote (see below) and ask questions at the virtual meeting.

## Voting virtually at the Meeting

The company is pleased to also provide shareholders with the opportunity to attend and participate in the Meeting through an online meeting platform, where shareholders will be able to watch, listen, ask questions and vote online.

To access the virtual meeting:

1. Open your internet browser and go to:  
[https://us02web.zoom.us/webinar/register/WN\\_X-xgMYRtRIC-6PTIqHpwQQ](https://us02web.zoom.us/webinar/register/WN_X-xgMYRtRIC-6PTIqHpwQQ)
2. Enter your registered holding name, email address, HIN/SRN and postcode and click "register".
3. Shareholders are encouraged to register well prior to the day of the meeting to ensure there is no delay in attending the meeting.
4. Once your details are verified, you will receive a separate email with details of how to logon on the day of the meeting.
5. Click on the URL you will be sent to join the meeting, where you can view and listen to the meeting, as well as ask questions in relation to the business of the meeting.
6. Once the Chair of the Meeting has declared the poll open for voting, select "For", "Against" or "Abstain" for each resolution.

Shareholders will not be able to physically attend the Meeting and will not be able to vote in person.

If it becomes necessary or appropriate to make alternative arrangements for the Meeting, the Company will provide further information on its website ([www.dglgroup.com](http://www.dglgroup.com)) and via an ASX announcement.

## Asking questions

A discussion will be held on all items of business to be considered at the AGM.

Shareholders will be able to ask questions at the virtual Meeting, including an opportunity to ask questions of DGL's external auditor.

Shareholders are encouraged to submit questions to the Company in advance of the Meeting. A Shareholder Question Form has been sent to shareholders and is available on DGL's website at [www.dglgroup.com](http://www.dglgroup.com). Questions must be submitted before 5:00pm AEDT on Friday 15 November 2024.

The Company will also provide Shareholders with the opportunity to ask questions during the Meeting with respect to the formal items of business, as well as general questions with respect to the Company and its business.

We will attempt to address the more frequently asked questions in the Chair and CEO's addresses at the AGM.

## Voting

### Eligibility to vote

DGL has determined that, in accordance with regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), DGL's shares quoted on ASX Limited at 7.00pm (AEDT) on Monday, 18 November 2024 will be taken, for the purposes of the annual general meeting, to be held by the persons who held them at that time. Accordingly, those persons are entitled to attend and vote at the AGM. If you are not the registered holder of a relevant Share at that time you will not be entitled to vote in respect of that Share.

Shareholders may vote by either virtually attending or by appointing a proxy.

### All resolutions by poll

In accordance with clause 36.6(b) of DGL's constitution, the Chair intends to call a poll on each of the resolutions proposed at the AGM. Each resolution considered at the AGM will be conducted by poll, rather than a show of hands. The Chair considers voting by poll to be in the best interests of the shareholders as a whole and to ensure the proportionate representation of shareholders voting at the AGM.

## Proxies

To vote by proxy, please either:

- complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.; or
- complete and lodge your proxy online via the Investor Centre of the Company's share registry, Link, by following the steps for online lodgement set out on the Proxy Form and included below.

In accordance with section 249L of the Corporations Act, Shareholders are advised that:

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast two (2) or more votes may appoint two (2) proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints two (2) proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes. Fractions of votes will be disregarded.

Shareholders and their proxies should be aware that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

To be effective, DGL must receive the completed proxy form and, if the form is signed by the shareholder's attorney, the authority under which the proxy form is signed (or a certified copy of the authority) by no later than 11.00am (Sydney time) on Monday, 18 November 2024.

A proxy need not be a shareholder of DGL.

Proxies may be lodged, along with the power of attorney or other authority (if any) under which the proxy form is signed as follows:

**by mail**, to Link Market Services Limited, using the enclosed reply envelope to:

C/- Link Market Services Limited, Locked Bag A14, Sydney, South NSW 1235, Australia.

**by facsimile:**

+61 2 9287 0309

**online**, by logging into the following website address:

<https://investorcentre.linkgroup.com/voting/dgl>, using the holding details as shown on your proxy form and select 'voting' and follow the prompts to lodge your vote.

**by hand delivery**, to Link Market Services Limited at Parramatta Square, Level 22, Tower 6, 10 Darcy Street, Parramatta NSW 2150 Australia.

Proxies given by corporate shareholders must be executed in accordance with their constitutions or signed by a duly authorised officer or attorney.

A proxy may decide whether to vote on any motion, except where the proxy is required by law or the constitution to vote, or abstain from voting, in their capacity as proxy. If a proxy is directed how to vote on an item of business, the proxy may vote on that item only in accordance with the direction. If a proxy is not directed how to vote on an item of business, the proxy may vote as he or she thinks fit.

If a shareholder appoints the chairperson of the AGM as the shareholder's proxy and does not specify how the chairperson is to vote on an item of business, the chairperson will vote, as proxy for that shareholder, in favour of that item on a poll.

## Voting by Corporate Representatives

A shareholder or proxy that is a corporation is entitled to attend and vote at the AGM, may appoint an individual to act as its corporate representative. DGL must receive evidence of the appointment of a corporate representative prior to the AGM and the appointment must be in accordance with the *Corporations Act 2001* (Cth) (**Corporations Act**).

## Voting by Attorney

A shareholder entitled to attend and vote at the AGM is entitled to appoint an attorney to attend and vote at the AGM on the shareholder's behalf. An attorney need not be a shareholder of DGL.

The power of attorney appointing the attorney must be duly executed and specify the name of each of the shareholder, DGL and the attorney, and also specify the meetings at which the appointment may be used. The appointment may be a standing one.

To be effective, the power of attorney must also be returned in the same manner, and by the same time, as outlined above for proxy appointment forms.

## Evidence of execution

If any instrument (including a proxy appointment form or appointment of corporate representative) returned to DGL is completed by an individual or a corporation under power of attorney, the power of attorney under which the instrument is signed, or a certified copy of that power of attorney, must accompany the instrument unless the power of attorney has previously been noted by DGL or DGL's share registry.

***Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact DGL at [investors@dglgroup.com](mailto:investors@dglgroup.com).***

# Voting Exclusions

The Corporations Act and the ASX Listing Rules require that certain persons must not vote, and that DGL must disregard any votes cast by or on behalf of certain persons, on the resolutions to be considered at the AGM. These voting exclusions are described below.

## Voting Prohibition for Resolution 1 – Adoption of the Remuneration Report

DGL will disregard any votes cast on the resolution proposed in Resolution 1:

- (a) by or on behalf of any Key Management Personnel (**KMP**) member whose remuneration details are included in the Remuneration Report, or any of their closely related parties, regardless of the capacity in which the votes are cast; or
- (b) by any person who is a KMP member at the date of the AGM, or any of their closely related parties, as a proxy,

unless the votes are cast as a proxy for a person who is entitled to vote on Resolution 1:

- (c) in accordance with their directions on how to vote as set out in the proxy appointment; or
- (d) by the Chair of the AGM in accordance with an express authorisation in the proxy appointment to cast the votes even if Resolution 1 is connected directly or indirectly with the remuneration of a KMP member.

If you are a member of the KMP or a closely related party of a member of the KMP (or are acting on behalf of any such person) and purport to cast a vote on Resolution 1 that vote will be disregarded by DGL (as indicated above). You may also be liable for breach of the voting restrictions in the Corporations Act if you cast a vote that DGL will disregard.

DGL will also apply these voting exclusions to persons appointed as an attorney by a shareholder to attend and vote at the AGM under a power of attorney, as if they were appointed as a proxy.

## Voting Prohibitions for Resolutions 3 and 4

A person appointed as a proxy must not vote, on the basis of that appointment, on either of Resolutions 3 and 4 if:

- (a) the proxy is either:
  - (i) a member of the Key Management Personnel; or
  - (ii) a Closely Related Party of such a member; and
- (b) the appointment does not specify the way the proxy is to vote on Resolutions 3 or 4.

However, the above prohibition does not apply if:

- (a) the proxy is the Chair; and
- (b) the appointment expressly authorises the Chair to exercise the proxy even though Resolutions 3 or 4 is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

## Voting Exclusion for Resolution 3 – Adoption of the Employee Incentive Plan

DGL will disregard any votes cast in favour of Resolution 3 by a person who is eligible to participate in the employee incentive scheme or an associate of that person or those persons. However, this does not apply to a vote cast in favour of the resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the Chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the Chair to vote on the resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
  - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.



## Voting Exclusion for Resolution 4 – Issue of Performance Rights to Simon Henry

DGL will disregard any votes cast in favour of Resolution 4 by or on behalf of Mr Simon Henry and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons. However, this does not apply to a vote cast in favour of the resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- (b) the Chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the Chair to vote on the resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
  - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

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# Explanatory Memorandum

## 1. Financial statements and reports

The *Corporations Act 2001* (Cth) (**Corporations Act**) requires the financial report (which includes the financial statements and Directors' declaration), the Directors' Report and Auditor's Report to be laid before the AGM. There is no requirement either in the Corporations Act or DGL's constitution for shareholders to approve the financial report, the Directors' Report or the Auditor's Report.

This agenda item is intended to provide shareholders with the opportunity to raise questions on the financial statements and reports contained in DGL's 2024 Annual Report, and on the performance of DGL generally.

Shareholders will be given a reasonable opportunity at the AGM to ask questions and make comments on these reports. It is not the purpose of the AGM for the financial statements and reports to be accepted, rejected or modified in any way.

## 2. Resolution 1 - Adoption of Remuneration Report

The Corporations Act requires DGL to include in the Directors' Report a detailed remuneration report setting out certain prescribed information relating to Directors' and executives' remuneration (**Remuneration Report**) and submit this for adoption by resolution of the shareholders at the AGM.

Please refer to pages 25 - 30 of DGL's 2024 Annual Report, which sets out the Remuneration Report. A copy of the 2024 Annual Report can be found on DGL's website at [www.dglinvestors.com/investor-centre/?page=Results-centre](http://www.dglinvestors.com/investor-centre/?page=Results-centre) or by contacting DGL's share registry, Link Market Services.

The Remuneration Report includes:

- (a) an explanation of DGL's remuneration strategy and guiding principles;
- (b) an explanation of DGL's policies in relation to the nature and amount of the remuneration of the KMP;
- (c) a description of the relationship between such policies and DGL's performance;
- (d) if an element of remuneration is performance based, an explanation why the performance conditions were chosen and how performance is measured against those conditions; and
- (e) remuneration details for the KMP.

During this item, there will be an opportunity for shareholders at the AGM to comment on and ask questions about the Remuneration Report and shareholders are asked to adopt the Remuneration Report.

The vote on the resolution in item 2 is advisory only and will not bind the Directors or DGL. However, the Board recognises the vote is an indication of shareholder sentiment and will take the outcome of the vote into consideration when reviewing DGL's remuneration practices and policies.

Under the Corporations Act, if at least 25% of the votes cast on the resolution in item 2 at the AGM are against adoption of the Remuneration Report, then:

- (a) if comments are made on the Remuneration Report at the AGM, DGL's remuneration report for the financial year ending 30 June 2025 will be required to include an explanation of the Board's proposed action in response or, if no action is proposed, the Board's reasons for taking no action; and
- (b) if subsequently, at DGL's 2025 Annual General Meeting, at least 25% of the votes cast on the resolution for adoption of the Remuneration Report for that financial year are cast against its adoption, DGL will be required to put to shareholders a resolution proposing that a general meeting (**Spill Meeting**) be called to consider the election of all Directors (other than any managing director) of DGL (**Spill Meeting Resolution**). The Spill Meeting must be held within 90 days of the date of the 2025 Annual General Meeting. For any Spill Meeting Resolution to be approved, more

than 50% of the votes cast on the resolution must be in favour of it. If a Spill Meeting Resolution is passed, all of the Directors (other than any managing Director) will cease to hold office immediately before the end of the Spill Meeting unless re-elected at that meeting.

### **Recommendation**

Noting that each Director has a personal interest in their own remuneration from DGL (as described in the Remuneration Report), and that each Director (or any closely related party of a Director) is excluded from voting their shares on item 2 (as described in the *Voting Exclusions* section above), the Directors unanimously recommend that shareholders vote in favour of item 2 to adopt the Remuneration Report.

The resolution in item 2 is put to the shareholders at the AGM in fulfilment of the obligations of DGL under section 250R(2) of the Corporations Act.

## **3. Resolution 2 - Re-election of Robert Sushames as a director**

The Company's constitution and ASX Listing Rule 14.4 provides that a director of an entity must not hold office without re-election past the third annual general meeting following the director's appointment or three years, whichever is longer. ASX Listing Rule 14.5 also provides that an entity which has Directors must hold an election of Directors at each annual general meeting.

Mr Sushames was appointed as an Executive Director of the Company on 1 April 2021 and was last re-elected as a Director at the annual general meeting held on 2 December 2021. Under this Resolution, Mr Robert Sushames has elected to retire by rotation and, being eligible, seeks re-election as a Director.

Mr Sushames has over 25 years' experience in manufacturing and the crop protection chemical industry. He has experience in global procurement and commercial management as well as operations of chemical processing plants, contract manufacturing and 3PL Warehousing and Logistics. Mr Sushames' executive role is focused on commercial business development and operational leadership of DGL's crop protection manufacturing segment.

The Board has determined that Mr Sushames is not an independent Director given his executive position.

### **Recommendation**

The Directors (with the relevant candidate abstaining) unanimously recommend that shareholders vote in favour of the re-election of Robert Sushames.

## **4. Resolution 3 – Approval of Employee Incentive Securities Plan**

### **4.1 General**

This Resolution seeks Shareholder approval for purposes of Listing Rule 7.2 (Exception 13(b)) for the issue of up to a maximum of 14,261,263 Securities under the employee incentive scheme titled "Employee Incentive Securities Plan" (**Plan**).

The maximum of 14,261,263 Securities represents the incentive scheme limit of 5% issued capital in accordance with the requirements of the *Corporations Act* 2001, however the Company does not currently intend to issue up to this amount of Securities.

### **4.2 The Plan**

The objective of the Plan is to attract, motivate and retain employees and the Company considers that the adoption of the Plan and the future issue of Securities under the Plan will provide employees with the opportunity to participate in the future growth of the Company through direct ownership of Shares.

The Company's current intention in operating the Plan is for it to fulfil two functions, those being:

(a) **General Employee offer**

This offer will entitle employees of the Company to participate in the Plan by purchasing up to \$10,000 worth of Shares at a discount of 10% to the 10-day volume weighted average price of Shares.

(b) **Executive Performance Rights offer**

This offer is intended to incentivise certain senior executives of the Company through the issuance of Securities with heavily performance-based hurdles that align the executives with the success of the Company and its Shareholders. Performance Rights will initially be offered to the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer based on 50% of their base salary, where vesting and conversion into Shares is subject to specific earnings per share and relative share price performance hurdles over a 3-year period.

The vesting performance hurdles are intended to ensure that all shareholders benefit if the performance targets are met. The issue of Performance Rights to the CEO, Simon Henry, is subject to separate shareholder approval in Resolution 4.

If the relevant Vesting Conditions are not met, the Securities will not vest or convert into Shares and there will be no dilutionary impact on Shareholders.

**4.3 Listing Rule 7.1**

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

**4.4 Listing Rule 7.2 (Exception 13(b))**

Listing Rule 7.2 (Exception 13(b)) provides that Listing Rule 7.1 does not apply to an issue of securities under an employee incentive scheme if, within three years before the date of issue of the securities, the holders of the entity's ordinary securities have approved the issue of equity securities under the scheme as exception to Listing Rule 7.1.

Exception 13(b) is only available if and to the extent that the number of equity securities issued under the scheme does not exceed the maximum number set out in the entity's notice of meeting dispatched to shareholders in respect of the meeting at which shareholder approval was obtained pursuant to Listing Rule 7.2 (Exception 13(b)). Exception 13(b) also ceases to be available if there is a material change to the terms of the scheme from those set out in the notice of meeting.

**4.5 Technical Information required by Listing Rule 14.1A**

If this Resolution is passed, the Company will be able to issue Securities under the Plan to eligible participants over a period of 3 years. The issue of any Securities to eligible participants under the Plan (up to the maximum number of Securities stated in Section 4.6 below) will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

For the avoidance of doubt, the Company must seek Shareholder approval under Listing Rule 10.14 in respect of any future issues of Securities under the Plan to a related party or a person whose relationship with the Company or the related party is, in ASX's opinion, such that approval should be obtained.

If this Resolution is not passed, the Company will be able to proceed with the issue of Securities under the Plan to eligible participants, other than directors, but any issues of Securities will reduce, to that extent, the Company's capacity to issue equity securities without Shareholder approval under Listing Rule 7.1 for the 12 month period following the issue of the Securities.

**4.6 Technical information required by Listing Rule 7.2 (Exception 13)**

REQUIRED INFORMATION	DETAILS
Terms of the Plan	A summary of the material terms and conditions of the Plan is set out in Schedule 1.

REQUIRED INFORMATION	DETAILS
Number of Securities previously issued under the Plan	The Company has not issued any Securities under the Plan as this is the first time that Shareholder approval is being sought for the adoption of the Plan.
Maximum number of Securities proposed to be issued under the Plan	The maximum number of Securities proposed to be issued under the Plan in reliance on to Listing Rule 7.2 (Exception 13), following Shareholder approval, is 14,261,263 Securities. It is not envisaged that the maximum number of Securities for which approval is sought will be issued immediately.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement	A voting prohibition statement applies to this Resolution.

## 5. Resolution 4 – Issue of Performance Rights to Mr Simon Henry

### 5.1 General

This Resolution seeks Shareholder approval for the purposes of Listing Rule 10.14 for the issue of 710,000 Performance Rights to DGL's Chief Executive Officer Mr Simon Henry (or his nominee(s)) pursuant to the Plan on the terms and conditions set out below.

Further details in respect of the Performance Rights proposed to be issued are set out in the table below. Refer to Schedule 2 for full details of the Performance Rights, including the definition of relevant terms.

Class	Quantum	Recipient	Vesting Condition	Expiry Date										
A	355,000	Simon Henry	<p>Subject to satisfaction of the following hurdles:</p> <table border="1"> <thead> <tr> <th>EPS Growth of Company</th> <th>% of Class A Performance Rights to Vest</th> </tr> </thead> <tbody> <tr> <td>&lt;7.5%</td> <td>0%</td> </tr> <tr> <td>=7.5%</td> <td>25%</td> </tr> <tr> <td>&gt;7.5% and &lt;15%</td> <td>Between 25% and 100% (pro-rata)</td> </tr> <tr> <td>≥15%</td> <td>100%</td> </tr> </tbody> </table> <p>(the <b>Class A Milestone</b>).</p> <p>For the avoidance of doubt, a pro-rata proportion of Class A Performance Rights shall vest, with the proportion to be determined on a straight-line basis based on EPS Growth (for example, at an EPS Growth of 11.25%, 62.5% of the Class A Performance Rights will vest).</p>	EPS Growth of Company	% of Class A Performance Rights to Vest	<7.5%	0%	=7.5%	25%	>7.5% and <15%	Between 25% and 100% (pro-rata)	≥15%	100%	<p>Each Performance Right will expire on the earlier to occur of:</p> <p>(a) the date that is 12 months from the date of the Vesting Notice that is given to the participant; and</p> <p>(b) the Performance Rights lapsing and being forfeited under the Plan or these terms and conditions.</p>
EPS Growth of Company	% of Class A Performance Rights to Vest													
<7.5%	0%													
=7.5%	25%													
>7.5% and <15%	Between 25% and 100% (pro-rata)													
≥15%	100%													
B	355,000	Simon Henry	<p>Subject to satisfaction of the following hurdles:</p> <table border="1"> <thead> <tr> <th>Relative TSR of Company</th> <th>% of Class B Performance Rights to Vest</th> </tr> </thead> <tbody> <tr> <td>&lt;50<sup>th</sup> percentile</td> <td>0%</td> </tr> <tr> <td>=50<sup>th</sup> percentile</td> <td>25%</td> </tr> </tbody> </table>	Relative TSR of Company	% of Class B Performance Rights to Vest	<50 <sup>th</sup> percentile	0%	=50 <sup>th</sup> percentile	25%	<p>Each Performance Right will expire on the earlier to occur of:</p> <p>(a) the date that is 12 months from the date of the Vesting Notice that is given to the participant; and</p>				
Relative TSR of Company	% of Class B Performance Rights to Vest													
<50 <sup>th</sup> percentile	0%													
=50 <sup>th</sup> percentile	25%													

Class	Quantum	Recipient	Vesting Condition	Expiry Date				
			<table border="1"> <tr> <td>&gt;50<sup>th</sup> and &lt;75<sup>th</sup> percentile</td> <td>Between 25% and 100% (pro-rata)</td> </tr> <tr> <td>&gt;75<sup>th</sup> percentile</td> <td>100%</td> </tr> </table> <p>(the <b>Class B Milestone</b>).</p> <p>For the avoidance of doubt, a pro-rata proportion of Class B Performance Rights shall vest, with the proportion to be determined on a straight-line basis based on the TSR when compared to other companies (for example, if the TSR, compared to other companies within the Peer Group, reaches the 62.5<sup>th</sup> percentile of TSRs of companies within the Peer Group, 62.5% of the Class B Performance Rights will vest).</p>	>50 <sup>th</sup> and <75 <sup>th</sup> percentile	Between 25% and 100% (pro-rata)	>75 <sup>th</sup> percentile	100%	(b) the Performance Rights lapsing and being forfeited under the Plan or these terms and conditions.
>50 <sup>th</sup> and <75 <sup>th</sup> percentile	Between 25% and 100% (pro-rata)							
>75 <sup>th</sup> percentile	100%							

## 5.2 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval, unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue constitutes giving a financial benefit and Mr Henry is a related party of the Company by virtue of being a Director.

The Directors (other than Mr Henry) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue, because the agreement to issue the Performance Rights, reached as part of the remuneration package for Mr Henry is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

## 5.3 Listing Rule 10.14

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire equity securities under an employee incentive scheme without the approval of the holders of its ordinary securities:

- 10.14.1 a director of the entity;
- 10.14.2 an associate of a director of the entity; or
- 10.14.3 a person whose relationship with the entity or a person referred to in Listing Rules 10.14.1 to 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by security holders.

The issue falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

## 5.4 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue within three years after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.14), the issue will not use up any of the Company's 15% annual placement capacity.

If this Resolution is not passed, the Company will not be able to proceed with the issue.

## 5.5 Technical information required by Listing Rule 10.15

REQUIRED INFORMATION	DETAILS
<b>Name of the person to whom Securities will be issued</b>	Simon Henry
<b>Categorisation under Listing Rule 10.14</b>	<p>Mr Henry falls within the category set out in Listing Rule 10.14.1 as they are a related party of the Company by virtue of being a Director.</p> <p>Any nominee(s) of Mr Henry who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.14.2.</p>
<b>Number of Securities and class to be issued</b>	<p>Subject to shareholder approval being obtained, the maximum number of Performance Rights granted to Mr Henry will be 710,000. This quantity was calculated based on \$350,000 (50% of his annual fixed remuneration of \$700,000) divided by \$0.4920 being the daily average of the volume weighted average price of DGL shares for the 10 trading days following the release of DGL's results for the year ended 30 June 2024. Each performance right is convertible into one ordinary Share if all vesting conditions are met.</p>
<b>Remuneration package</b>	<p>The current total remuneration package for Mr Henry is \$700,000 per annum base salary, \$20,000 car allowance and a NZ\$7,214 adjustment for the removal of medical insurance.</p> <p>If the Securities are issued, Mr Henry's remuneration package will increase by \$350,000 to \$1,050,000, based on the DGL share price at the time the allocation was determined, and assuming all vesting performance hurdles are met in full.</p>
<b>Securities previously issued to the recipient(s) under the Plan</b>	<p>As this is the first time that the Shareholder approval is being sought for the adoption of the Plan, no Securities have been previously issued under the Plan.</p>
<b>Terms of Securities</b>	<p>The Performance Rights will be issued on the terms and conditions set out in Schedule 2.</p>
<b>Consideration of type of Security to be issued</b>	<p>The Company has agreed to issue the Performance Rights for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) the issue of the Performance Rights has no immediate dilutionary impact on Shareholders;</li> <li>(b) the issue to Mr Henry will align the interests of the recipient with those of Shareholders;</li> <li>(c) the issue is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Mr Henry; and</li> <li>(d) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Incentive Performance Rights on the terms proposed.</li> </ul>
<b>Valuation</b>	<p>The actual value (if any) that Mr Henry will receive from the issue of Performance Rights cannot be determined until the end of the three-year performance period, and will depend on the extent to</p>

REQUIRED INFORMATION	DETAILS
	which the performance conditions are achieved and the DGL Group share price at the time of vesting.
<b>Date(s) on or by which the Securities will be issued</b>	The Company expects to issue the Securities within 10 Business Days of the Meeting. In any event, the Company will not issue any Securities later than three years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
<b>Issue price of Securities</b>	The Securities will be issued at a nil issue price.
<b>Material terms of the Plan</b>	A summary of the material terms and conditions of the Plan is set out in Schedule 1.
<b>Material terms of any loan</b>	No loan is being made in connection with the acquisition of the Securities.
<b>Additional Information</b>	<p>Details of any Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.</p> <p>Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after this Resolution is approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14.</p>
<b>Voting exclusion statement</b>	A voting exclusion statement applies to this Resolution.
<b>Voting prohibition statement.</b>	A voting prohibition statement applies to this Resolution.



## Glossary

**\$** means Australian dollars, unless otherwise indicated.

**Board** means the current board of directors of the Company.

**Business Day** means Monday to Friday inclusive, except for any day that ASX declares in not a business day.

**Chair** means the chair of the Meeting.

**Closely related party** of a KMP member means:

- (a) a spouse or child of the member; or
- (b) a child of the member's spouse; or
- (c) a dependant of the member or of the member's spouse; or
- (d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealings with the DGL consolidated group; or
- (e) a company the member controls.

**Company or DGL** means DGL Group Limited 002 802 646.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Directors** means the current directors of the Company.

**Eligible Participant** or **Participant** means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time.

**Explanatory Statement** means the explanatory statement accompanying the Notice.

**Key Management Personnel** has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having the authority and responsibility for planning, directing and controlling the activities of the DGL consolidated group, directly or indirectly. This includes all Directors (Executive and Non-Executive). The KMP for the DGL consolidated group during the year ended 30 June 2024 are listed in a section titled 'Key Management Personnel' in DGL's Annual Report for the year ended 30 June 2024.

**Listing Rules** means the Listing Rules of the ASX.

**Meeting** means the meeting convened by the Notice.

**Notice** means this notice of meeting and includes the Explanatory Statement and the Proxy Form.

**Option** means an option to acquire a Share.

**Performance Right** means a right to acquire a Share subject to satisfaction of performance milestones.

**Proxy Form** means the proxy form accompanying the Notice.

**Resolutions** means the resolutions set out in this Notice, or any one of them, as the context requires.

**Security** means a Share, Option or Performance Right (as applicable).

**Share** means a fully paid ordinary share in the capital of DGL.

## SCHEDULE 1 – TERMS AND CONDITIONS OF PLAN

A summary of the material terms of the Plan is set out below.

<b>Eligible Participant</b>	<b>Eligible Participant</b> means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time.
<b>Purpose</b>	The purpose of the Plan is to: <ul style="list-style-type: none"> <li>(a) assist in the reward, retention and motivation of Eligible Participants;</li> <li>(b) link the reward of Eligible Participants to Shareholder value creation; and</li> <li>(c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Performance Rights, Options or Shares (<b>Securities</b>).</li> </ul>
<b>Maximum number of Securities</b>	The Company will not make an invitation under the Plan which involves monetary consideration if the number of Shares that may be issued, or acquired upon exercise of Performance Rights or Options ( <b>Convertible Securities</b> ) offered under an invitation, when aggregated with the number of Shares issued or that may be issued as a result of all invitations under the Plan during the 3 year period ending on the day of the invitation, will exceed 5% of the total number of issued Shares at the date of the invitation.  The maximum number of equity securities proposed to be issued under the Plan in reliance on Listing Rule 7.2 (Exemption 13(a)), following Shareholder approval, is 14,261,263 Securities. It is not envisaged that the maximum number of Securities will be issued immediately.
<b>Plan administration</b>	The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion (except to the extent that it prevents the Participant relying on the deferred tax concessions under Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth)). The Board may delegate its powers and discretion.
<b>Eligibility, invitation and application</b>	The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for any (or any combination of) the Securities provided under the Plan on such terms and conditions as the Board decides.  On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part.  If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.
<b>Grant of Securities</b>	The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
<b>Rights attaching to Convertible Securities</b>	A <b>Convertible Security</b> represents a right to acquire one or more Shares in accordance with the Plan (for example, an Option or a Performance Right). Prior to a Convertible Security being exercised, the holder: <ul style="list-style-type: none"> <li>(d) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security other than as expressly set out in the Plan;</li> </ul>

	<p>(e) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company;</p> <p>(f) is not entitled to receive any dividends declared by the Company; and</p> <p>(g) is not entitled to participate in any new issue of Shares (see Adjustment of Convertible Securities section below).</p>
<b>Restrictions on dealing with Convertible Securities</b>	<p>Convertible Securities issued under the Plan cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Convertible Securities may be exercisable on terms determined by the Board.</p> <p>A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.</p>
<b>Vesting of Convertible Securities</b>	<p>Any vesting conditions applicable to the Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that security will lapse.</p>
<b>Forfeiture of Convertible Securities</b>	<p>Convertible Securities will be forfeited in the following circumstances:</p> <p>(a) in the case of unvested Convertible Securities only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and any Associated Bodies Corporate (as defined in the Corporations Act) (the <b>Group</b>);</p> <p>(b) where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group and the Board exercises its discretion to deem some or all of the Convertible Securities held by a Participant to have been forfeited;</p> <p>(c) where there is a failure to satisfy the vesting conditions in accordance with the Plan;</p> <p>(d) on the date the Participant becomes insolvent; or</p> <p>(e) on the Expiry Date,</p> <p>subject to the discretion of the Board.</p>
<b>Listing of Convertible Securities</b>	<p>Convertible Securities granted under the Plan will not be quoted on the ASX or any other recognised exchange. The Board reserves the right in its absolute discretion to apply for quotation of Convertible Securities granted under the Plan on the ASX or any other recognised exchange.</p>
<b>Exercise of Convertible Securities and cashless exercise</b>	<p>To exercise a security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise (see next paragraph below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Securities (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice.</p>

	<p>An invitation to apply for Convertible Securities may specify that at the time of exercise of the Convertible Securities, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.</p> <p><b>Market Value</b> means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.</p> <p>Convertible Securities may not be exercised unless and until that security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.</p>
<b>Timing of issue of Shares and quotation of Shares on exercise</b>	<p>Within five business days after the issue of a valid notice of exercise by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.</p>
<b>Restriction periods and restrictions on transfer of Shares on exercise</b>	<p>If the invitation provides that any Shares issued upon the valid exercise of a Convertible Security are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.</p> <p>Additionally, Shares issued on exercise of the Convertible Securities are subject to the following restrictions:</p> <p>(a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Convertible Securities may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act;</p> <p>(b) all Shares issued on exercise of the Convertible Securities are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and</p> <p>(c) all Shares issued on exercise of the Convertible Securities are subject to the terms of the Company's Securities Trading Policy.</p>
<b>Rights attaching to Shares on exercise</b>	<p>All Shares issued upon exercise of Convertible Securities will rank equally in all respects with the then Shares of the Company.</p>
<b>Change of control</b>	<p>If a change of control event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), the Board may in its discretion determine the manner in which any or all of the holder's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the change of control event.</p>
<b>Participation in entitlements and bonus issues</b>	<p>Subject always to the rights under the following two paragraphs, Participants will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.</p>
<b>Adjustment for bonus issue</b>	<p>If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the Participant is entitled, upon exercise of the Convertible Securities, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.</p>

<b>Reorganisation</b>	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
<b>Employee Share Trust</b>	The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Convertible Securities for holders under the Plan and delivering Shares on behalf of holders upon exercise of Convertible Securities.
<b>Amendment of Plan</b>	<p>Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.</p> <p>No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.</p>
<b>Plan duration</b>	<p>The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.</p> <p>If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.</p>
<b>Income Tax Assessment Act</b>	The Plan is a plan to which Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.
<b>Withholding</b>	If a member of the Group, a trustee or the Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any tax, or any superannuation amounts (or equivalent social security contributions, if applicable) in respect of a Participant ( <b>Withholding Amount</b> ), then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid.

## SCHEDULE 2 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

The terms and conditions attaching to the Performance Rights are set out below:

1.	<b>Definitions used in this Schedule</b>	<p><b>EPS</b> means the Net Profit per Share, divided by the undiluted weighted average number of Shares on issue during the relevant financial year.</p> <p><b>EPS Calculation Date</b> is the final date of the financial year that is three (3) financial years after the date of issue of the Performance Rights pursuant to this Invitation. For clarity, the final date of the Company's current financial year is 30 June.</p> <p><b>EPS Growth</b> means the compound annual growth rate (described as a percentage) of the EPS at the EPS Calculation Date, when compared to the EPS at the EPS Start Date, which is calculated using the formula in clause 6 below.</p> <p><b>EPS Start Date</b> is the final date of the financial year that is immediately prior to the date of issue of the Performance Rights pursuant to this Invitation. For clarity, the final date of the Company's current financial year is 30 June.</p> <p><b>Grossed-up Dividends</b> means the total dividends paid per Share by the Company, combined with any franking credit and is calculated using the following formula:</p> $\text{Grossed-up Dividend} = \text{Dividend} \times [1 + (\text{franking percentage} \times \text{tax rate}) / (1 - \text{tax rate})]$ <p><b>Net Profit</b> means the net profit of the Company as reported in the relevantly dated audited financial reports.</p> <p><b>Peer Group</b> means the group of ASX 300 listed companies excluding banks, resource companies, technology companies, listed property trusts and ETF/index-based companies as at the TSR Calculation Date.</p> <p><b>TSR</b> means the total Shareholder return, which is calculated using the formula in clause 7 below.</p> <p><b>TSR Calculation Date</b> is the date that is three (3) financial years after the date of issue of the Performance Rights pursuant to this Invitation.</p> <p><b>TSR Start Date</b> is the date of issue of the Performance Rights pursuant to this Invitation.</p> <p><b>VWAP</b> means the volume weighted average price of Shares.</p>
2.	<b>Entitlement</b>	Each Performance Right entitles the holder to subscribe for one Share upon exercise of the Performance Right.
3.	<b>Plan</b>	The Performance Rights are granted under the Company's Plan. Defined terms in these terms and conditions have the same meaning as in the Plan. In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.
4.	<b>Total number of Performance Rights offered</b>	710,000 Performance Rights, comprised of: (a) <b>Class A Performance Rights</b> : 50%; and (b) <b>Class B Performance Rights</b> : 50%.
5.	<b>Consideration</b>	Nil consideration is payable for the Performance Rights.
6.	<b>EPS Growth Calculation</b>	<p>The EPS Growth is calculated as the following:</p> $\text{EPS Growth} = [(EPS \text{ at the EPS Calculation Date} / EPS \text{ at the EPS Start Date})^{1/3} - 1] \times 100.$ <p>For clarity, the superscript text relates to an exponent, with 1 being a constant variable, and 3 being the number of financial years by which the EPS Growth is measured by.</p> <p>For example, if the EPS at the EPS Calculation Date is 0.70 and the EPS at the EPS Start Date is 0.50, the EPS Growth will be:</p> $\text{EPS Growth} = [(0.70 / 0.50)^{1/3} - 1] \times 100 = 11.87\%$

<p><b>7. TSR Calculation</b></p>	<p>The TSR is calculated using the following formula:</p> <p><i>[Share price at TSR Calculation Date (based on a 5-day VWAP) – Share price at TSR Start Date (based on a 5-day VWAP) + Grossed-up Dividends between the TSR Start Date and the TSR Calculation Date] / Share price at TSR Start Date (based on 5-day VWAP) x 100.</i></p> <p>For example, if the 5-day VWAP at the TSR Calculation Date is \$0.60 (with a \$0.05 Grossed-up Dividend) and the 5-day VWAP at the TSR Start Date is \$0.50, the TSR will be:</p> $TSR = [(0.60 - 0.50 + 0.05) \div 0.50] \times 100 = 30\%$ <p>The number of Class B Performance Rights that vest will be dependent on the Company's TSR and the percentile in which the Company ranks relative to the Peer Group (<b>Relative TSR</b>).</p>																				
<p><b>8. Milestones</b></p>	<p>The Performance Rights will vest as follows:</p> <p>(a) the <b>Class A Performance Rights</b> will vest upon satisfaction of the following hurdles:</p> <table border="1" data-bbox="667 786 1214 1128"> <thead> <tr> <th>EPS Growth of Company</th> <th>% of Class A Performance Rights to Vest</th> </tr> </thead> <tbody> <tr> <td>&gt;7.5%</td> <td>0%</td> </tr> <tr> <td>=7.5%</td> <td>25%</td> </tr> <tr> <td>&gt;7.5% and &lt;15%</td> <td>Between 25% and 100% (pro-rata)</td> </tr> <tr> <td>≥15%</td> <td>100%</td> </tr> </tbody> </table> <p>(the <b>Class A Milestone</b>). For the avoidance of doubt, a pro-rata proportion of Class A Performance Rights shall vest, with the proportion to be determined on a straight-line basis based on EPS Growth (for example, at an EPS Growth of 11.25%, 62.5% of the Class A Performance Rights will vest).</p> <p>(b) the <b>Class B Performance Rights</b> shall vest upon satisfaction of the following hurdles:</p> <table border="1" data-bbox="667 1368 1214 1711"> <thead> <tr> <th>Relative TSR of Company</th> <th>% of Class B Performance Rights to Vest</th> </tr> </thead> <tbody> <tr> <td>&lt;50<sup>th</sup> percentile</td> <td>0%</td> </tr> <tr> <td>=50<sup>th</sup> percentile</td> <td>25%</td> </tr> <tr> <td>&gt;50<sup>th</sup> and &lt;75<sup>th</sup> percentile</td> <td>Between 25% and 100% (pro-rata)</td> </tr> <tr> <td>&gt;75<sup>th</sup> percentile</td> <td>100%</td> </tr> </tbody> </table> <p>(the <b>Class B Milestone</b>). For the avoidance of doubt, a pro-rata proportion of Class B Performance Rights shall vest, with the proportion to be determined on a straight-line basis based on the TSR when compared to other companies (for example, if the TSR, in comparison with other companies within the Peer Group, reaches the 62.5<sup>th</sup> percentile of TSRs of companies within the Peer Group, 62.5% of the Class B Performance Rights will vest). A Performance Right will vest when a vesting notice is given to you (<b>Vesting Notice</b>).</p>	EPS Growth of Company	% of Class A Performance Rights to Vest	>7.5%	0%	=7.5%	25%	>7.5% and <15%	Between 25% and 100% (pro-rata)	≥15%	100%	Relative TSR of Company	% of Class B Performance Rights to Vest	<50 <sup>th</sup> percentile	0%	=50 <sup>th</sup> percentile	25%	>50 <sup>th</sup> and <75 <sup>th</sup> percentile	Between 25% and 100% (pro-rata)	>75 <sup>th</sup> percentile	100%
EPS Growth of Company	% of Class A Performance Rights to Vest																				
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>75 <sup>th</sup> percentile	100%																				
<p><b>9. Expiry Date</b></p>	<p>Each Performance Right will expire on the earlier to occur of:</p>																				

		<p>(a) the date that is 12 months from the date of the Vesting Notice that is given to you; and</p> <p>(b) the Performance Rights lapsing and being forfeited under the Plan or these terms and conditions,</p> <p><b>(Expiry Date).</b> A Performance Right not exercised before the Expiry Date will automatically lapse on the Expiry Date.</p>
10.	<b>Rights attaching to Performance Rights</b>	<p>Prior to a Performance Right being exercised, the holder:</p> <p>(a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Performance Right other than as expressly set out in the Plan;</p> <p>(b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company;</p> <p>(c) is not entitled to receive any dividends declared by the Company; and</p> <p>(d) is not entitled to participate in any new issue of Shares (refer to section 19).</p>
11.	<b>Restrictions on dealing with Performance Rights</b>	<p>The Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Performance Rights may be exercisable on terms determined by the Board.</p> <p>A holder must not enter into any arrangement for the purpose of hedging their economic exposure to an Option that has been granted to them.</p>
12.	<b>Forfeiture Conditions</b>	<p>Performance Rights will be forfeited in the following circumstances:</p> <p>(a) in the case of unvested Performance Rights only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Group);</p> <p>(b) in the case of unvested Performance Rights only, where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group;</p> <p>(c) where there is a failure to satisfy the vesting conditions in accordance with the Plan;</p> <p>(d) on the date the holder or their Nominated Party (if applicable) becomes insolvent or bankrupt (as applicable);</p> <p>(e) if the Board decides to cancel or limit vesting of some or all of the unvested Performance Rights due to core health, safety, environment and quality performance expectations not being met, including involving any:</p> <p>(f) material safety incidents;</p> <p>(g) material breaches to Company policy; or</p> <p>(h) significant regulatory, reputational or risk issues; or</p> <p>on the Expiry Date, subject to the discretion of the Board in Special Circumstances (as defined in the Plan).</p>
13.	<b>Cessation of employment</b>	<p>If your employment is terminated or you cease employment for any reason, any unvested Performance Rights will automatically be forfeited, subject to the Board's overriding discretion to determine an alternate treatment in Special Circumstances (as defined in the Plan).</p>



14.	<b>Exercise</b>	The holder may exercise their Performance Rights by lodging with the Company, on or prior to the Expiry Date: (a) in whole or in part; and (b) a written notice of exercise of Performance Rights specifying the number of Performance Rights being exercised ( <b>Exercise Notice</b> ).
15.	<b>Timing of issue of Shares and quotation of Shares on exercise</b>	Within five business days after the issue of a Notice of Exercise by the holder, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; (b) if required, issue a substitute certificate for any remaining unexercised Performance Rights held by the holder; and (c) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules.
16.	<b>Restriction period and restrictions on transfer of Shares on exercise</b>	Shares issued on exercise of the Performance Rights are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Act; (b) all Shares issued on exercise of the Performance Rights are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of the Performance Rights are subject to the terms of the Company's Securities Trading Policy.
17.	<b>Rights attaching to Shares on exercise</b>	All Shares issued upon exercise of the Performance Right will rank equally in all respects with the then Shares of the Company.
18.	<b>Change of Control</b>	Subject at all times to the Listing Rules, if a Change of Control Event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the holder's Performance Rights will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the Change of Control Event. The Board may specify how the Performance Rights will be treated on a Change of Control Event occurring, or the Board determining that such event is likely to occur, which may vary depending upon circumstances in which the Participant becomes a leaver and preserve some or all of the Board's discretion under this rule.
19.	<b>Participation in entitlements and bonus issues</b>	Subject always to the rights under paragraphs 20 and 23, holders of Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
20.	<b>Adjustment for bonus issue</b>	If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Performance Rights is entitled, upon exercise of the Performance Rights, to receive an issue of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Performance Rights are exercised.


21.	<b>Reorganisation</b>	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Performance Rights will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
22.	<b>Employee Share Trust</b>	The Board uses an employee share trust for the purposes of holding the underlying Shares that may be issued on conversion of the Performance Rights for holders under the Plan and delivering those Shares on behalf of holders upon conversion of Performance Rights. Further details of the Employee Share Trust are set out in the Invitation.
23.	<b>Withholding</b>	<p>Notwithstanding any other provision of these Rules, and without limiting the amounts which may be deducted or withheld under Applicable Laws, if a member of the Group, a trustee or the Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any Tax, or any superannuation amounts (or equivalent social security contributions, if applicable) in respect of a Participant (<b>Withholding Amount</b>), then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid. The relevant Group company, trustee or Plan administrator may take any actions as it sees fit to ensure payment of, or recover (as applicable), the Withholding Amounts including (without limitation):</p> <ul style="list-style-type: none"> <li>(a) selling on behalf of the Participant the number of Shares granted under this Plan required to provide the Withholding Amount;</li> <li>(b) obtaining the Withholding Amount from the Participant (by salary deduction or otherwise);</li> <li>(c) forfeiting a sufficient number of Securities to satisfy the Withholding Amount; or</li> <li>(d) making any other arrangements with the Participant for payment or reimbursement of the Withholding Amount.</li> </ul>

## LODGE YOUR VOTE

 **ONLINE**  
<https://investorcentre.linkgroup.com>

 **BY MAIL**  
DGL Group Limited  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia

 **BY FAX**  
+61 2 9287 0309

 **BY HAND**  
Link Market Services Limited  
Parramatta Square, Level 22, Tower 6,  
10 Darcy Street, Parramatta NSW 2150

 **ALL ENQUIRIES TO**  
Telephone: 1300 554 474      Overseas: +61 1300 554 474



**X99999999999**

## PROXY FORM

I/We being a member(s) of DGL Group Limited and entitled to participate in and vote hereby appoint:

### APPOINT A PROXY

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

**OR** if you are **NOT** appointing the Chairman of the Meeting as your proxy, please write the name and email of the person or body corporate you are appointing as your proxy. An email will be sent to your appointed proxy with details on how to access the virtual meeting.

Name

Email

or failing the person or body corporate named, or if no person or body corporate is named, the Chairman of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the Annual General Meeting of the Company to be held at **11:00am (AEDT) on Wednesday, 20 November 2024 (the Meeting)** and at any postponement or adjournment of the Meeting.

The meeting will be held online only, through a virtual weblink.

**Important for Resolutions 2, 3 & 4:** If the Chairman of the Meeting is your proxy, either by appointment or by default, and you have not indicated your voting intention below, you expressly authorise the Chairman of the Meeting to exercise the proxy in respect of Resolutions 2, 3 & 4, even though the Resolutions are connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel (**KMP**).

**The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business.**

### VOTING DIRECTIONS

**Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting.**

**Please read the voting instructions overleaf before marking any boxes with an .**

#### Resolutions

	For	Against	Abstain*
1 Adoption of the Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Re-election of Mr Robert Sushames as a Director of DGL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Approval of employee incentive securities plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Issue of Performance Rights to Mr Simon Henry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



\* If you mark the Abstain box for a particular Item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

### SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)

Joint Shareholder 2 (Individual)

Joint Shareholder 3 (Individual)

Sole Director and Sole Company Secretary

Director/Company Secretary (Delete one)

Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).



## HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

### YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

### APPOINTMENT OF PROXY

If you wish to appoint the Chairman of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairman of the Meeting as your proxy, please write the name and email of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

### DEFAULT TO CHAIRMAN OF THE MEETING

Any directed proxies that are not voted on a poll at the Meeting will default to the Chairman of the Meeting, who is required to vote those proxies as directed. Any undirected proxies that default to the Chairman of the Meeting will be voted according to the instructions set out in this Proxy Form, including where the Resolutions are connected directly or indirectly with the remuneration of KMP.

### VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

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

### APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to participate in the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

- on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and
- return both forms together.

### SIGNING INSTRUCTIONS

You must sign this form as follows in the spaces provided:

**Individual:** where the holding is in one name, the holder must sign.

**Joint Holding:** where the holding is in more than one name, either shareholder may sign.

**Power of Attorney:** to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

**Companies:** where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the *Corporations Act 2001*) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

### CORPORATE REPRESENTATIVES

If a representative of the corporation is to participate in the Meeting virtually the appropriate "Certificate of Appointment of Corporate Representative" must be produced prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's share registry or online at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au).

### LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **11:00am (AEDT) on Monday, 18 November 2024**, being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:



#### ONLINE

<https://investorcentre.linkgroup.com>

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).



#### BY MOBILE DEVICE

Our voting website is designed specifically for voting online. You can now lodge your proxy by scanning the QR code adjacent or enter the voting link <https://investorcentre.linkgroup.com> into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

#### QR Code



To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.



#### BY MAIL

DGL Group Limited  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235  
Australia



#### BY FAX

+61 2 9287 0309



#### BY HAND

delivering it to Link Market Services Limited\*  
Parramatta Square  
Level 22, Tower 6  
10 Darcy Street  
Parramatta NSW 2150

\*During business hours Monday to Friday (9:00am - 5:00pm)

### IMPORTANT INFORMATION

Link Group is now known as MUFG Pension & Market Services. Over the coming months, Link Market Services will progressively rebrand to its new name MUFG Corporate Markets, a division of MUFG Pension & Market Services.

For personal use only



ACN 002 802 646

### LODGE YOUR QUESTIONS

-  **ONLINE**  
<https://investorcentre.linkgroup.com>
-  **BY EMAIL**  
[investors@dglgroup.com](mailto:investors@dglgroup.com)
-  **BY MAIL**  
DGL Group Limited  
C/- Link Market Services Limited  
Locked Bag A14  
Sydney South NSW 1235 Australia
-  **BY FAX**  
+61 2 9287 0309
-  **BY HAND**  
Link Market Services Limited  
Parramatta Square, Level 22, Tower 6,  
10 Darcy Street, Parramatta NSW 2150
-  **ALL ENQUIRIES TO**  
Telephone: 1300 554 474     Overseas: +61 1300 554 474



**X999999999999**

For personal use only

Please use this form to submit any questions about DGL Group Limited (“the Company”) that you would like us to respond to at the Company’s 2024 Annual General Meeting. Your questions should relate to matters that are relevant to the business of the meeting, as outlined in the accompanying Notice of Meeting and Explanatory Memorandum. If your question is for the Company’s auditor it should be relevant to the content of the auditor’s report, or the conduct of the audit of the financial report.

This form must be received by the Company’s share registrar, Link Market Services Limited, by **5:00pm (AEDT) on Friday, 15 November 2024.**

Questions will be collated. During the course of the Annual General Meeting, the Chairman of the Meeting will endeavour to address as many of the more frequently raised shareholder topics as possible and, where appropriate, will give a representative of the Company’s auditor the opportunity to answer written questions submitted to the auditor. However, there may not be sufficient time available at the meeting to address all topics raised. Please note that individual responses will not be sent to shareholders.

**My question relates to (please mark the most appropriate box)**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Performance or financial reports | <input type="checkbox"/> A resolution being put to the AGM | <input type="checkbox"/> General suggestion |
| <input type="checkbox"/> Remuneration Report              | <input type="checkbox"/> Sustainability/Environment        | <input type="checkbox"/> Other              |
| <input type="checkbox"/> My question is for the auditor   | <input type="checkbox"/> Future direction                  |   |

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Performance or financial reports | <input type="checkbox"/> A resolution being put to the AGM | <input type="checkbox"/> General suggestion |
| <input type="checkbox"/> Remuneration Report              | <input type="checkbox"/> Sustainability/Environment        | <input type="checkbox"/> Other              |
| <input type="checkbox"/> My question is for the auditor   | <input type="checkbox"/> Future direction                  |   |

QUESTIONS

## Getting Started

This year's Annual General Meeting (**AGM**) will allow shareholders to attend online by using your mobile phone, tablet or computer.

By participating online, you will be able to listen to the live video and audio broadcast of the meeting, and registered shareholders will be able to ask questions and send in your votes when the Poll is called by the Chair in real-time.

If you have already sent your Proxy for this meeting, you do not need to vote again unless you want to change your vote.

## Before the meeting

If you already have a zoom account, please use the email for that account when registering below.

If you require a new, free zoom account, depending on the device used, you will need to have **Zoom Mobile Apps** (for mobile phone) or **Zoom Client for Meetings** (for Windows/Mac) installed and a free zoom account created.

### ➤ Download **Zoom Mobile Apps**



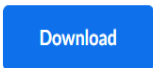
<https://itunes.apple.com/us/app/id546505307>

[id=us.zoom.videomeetings](https://itunes.apple.com/us/app/id546505307?id=us.zoom.videomeetings)



[https://play.google.com/store/apps/details?](https://play.google.com/store/apps/details?hl=en)

### ➤ or Download **Zoom Client for Meetings**



Download

<https://zoom.us/client/latest/ZoomInstaller.exe>

Version 5.4.3 (58891.1115) ,

## Pre-registering to join the meeting

Once you have installed the Zoom application or you have an existing zoom logon, click on the webinar registration link contained in the Notice of Meeting to pre-register to attend the AGM:

[https://us02web.zoom.us/webinar/register/WN\\_X-xqMYRtRIC-6PTIqHpwQQ](https://us02web.zoom.us/webinar/register/WN_X-xqMYRtRIC-6PTIqHpwQQ)

You will be prompted to:

- Select whether you are attending as a shareholder, staff or visitor;
- Enter your name (if a shareholder, your registered shareholding name);
- Enter the email address of your zoom logon;
- Enter your HIN/SRN (if a shareholder); and
- Enter your postcode.

Once your details are verified, you will be sent a personalised link to join the AGM. The Company treats the security of its shareholders information seriously, which is why we have enabled this two-stage process. Kindly do not share or forward your personalised webinar link.

## Joining the Meeting

- 1) To join the virtual AGM on the day of the meeting, click on the personalised link that will be sent to attendees who successfully pre-register.
- 2) Click **Open Zoom Meetings**
- 3) Alternatively, locate Zoom application installed on your device, and click **Join a Meeting**. Key in the Meeting ID and Passcode provided to you in the email.
- 4) You will be placed in a waiting room until the Chair opens the meeting.

## In the meeting

- **Audio Settings (Mute/Unmute):** All participants will be muted by default.
- **Chat:** This feature is disabled throughout the Webinar session.
- **Raise Hand:** Click to raise hand if you require any technical support.
- **Q&A:** Opening the Q&A window allows you to ask questions of the Company during the meeting. Questions relating to a particular resolution will be addressed at the time the resolution is put to the meeting. Those of a general nature will be addressed after the formal business of the meeting has been conducted.
- **To ask a question:**
  1. Type your question into the Q&A box. Click **Send**.
  2. If the host replies via the Q&A, you will see a reply in the Q&A window.
- **Leave Meeting:** Click Leave meeting to leave the webinar at any time. If you leave, you can rejoin if the webinar is still in progress, as long as the host has not locked the webinar.
- **Poll:** When the Chair opens the Poll, you can vote For, Against or Abstain against each of the resolutions.
- **Skip Poll:** Voting in the Poll is entirely optional. If you don't want to vote or you have already cast your votes by proxy and you are happy for those votes to stand, click **Skip Poll**.

*Should you require further assistance pre-registering your attendance or have any question with respect to the AGM, please email the Company at: [investors@dglgroup.com](mailto:investors@dglgroup.com)*