SkinKandy.

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2026 Annual General Meeting

16 October 2026

SkinKandy Limited ("SkinKandy" or "the Company") is pleased to announce that its inaugural Annual General Meeting will be held at MUFG Corporate Markets, Level 41, 161 Castlereagh Street, Sydney on Thursday 19 November 2026 at 10.00am. This is an in-person meeting only.

In accordance with ASX Listing Rule 3.17.1, the following documents are attached:

- Chair's Letter to Shareholders;
- Notice of Annual General Meeting and Explanatory Notes; and
- Voting / Proxy Form.

This announcement has been authorised for release by the Company Secretary of SkinKandy Limited.

For further information, please contact:

Carl Larzabal
Chief Financial Officer and joint Company Secretary

SkinKandy.

PIERCING & JEWELLERY

16 October 2026

Dear Fellow Shareholder

On behalf of the Board of Directors (Board), I am pleased to invite you to attend the inaugural Annual General Meeting (AGM) of SkinKandy Limited which will be held at Level 41, 161 Castlereagh Street, Sydney (Venue) on Thursday 19 November 2026 at 10.00am. This is an in-person meeting only.

To download a copy of the *2026 Notice of Meeting* and/or the *Annual Report*, please go to the Company's Investor Centre

The items of business at the AGM include:

- Receive the Company's financials for the 2026 financial year;
- Adopt the 2026 Remuneration Report;
- Election of all Company Directors; and
- Approval of the issue of Performance Rights to the Chief Executive Officer; and
- Appointment of KPMG as auditor.

You may submit questions prior to the AGM through the Company's Share Registry website at https://au.investorcentre.mpms.mufg.com

If you are able to attend the AGM, please bring the enclosed Proxy Form with you, as it will enable a quick registration. Registration opens at 10:00 am.

If you are unable to attend the AGM, we encourage you to lodge a direct vote or appoint a proxy. The enclosed Proxy Form must be received by the Share Registry no later than 10.30 am (Sydney Time) on Tuesday 17 November 2026.

Details on how to lodge a direct vote or appoint a proxy are on the Proxy Form or in the Notice of Meeting.

Subject to the abstentions noted in the Explanatory Notes, the Directors of SkinKandy unanimously recommend that shareholders vote in favour of all resolutions.

On behalf of SkinKandy Directors and management, I look forward to welcoming you to the AGM.

Yours sincerely

Trent Peterson

Chairman

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SKINKANDY LIMITED

NOTICE OF ANNUAL GENERAL MEETING 2026

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BOARD CHAIR'S LETTER TO SHAREHOLDERS

Dear Shareholder

On behalf of the Board of Directors (Board), I am pleased to invite you to attend the inaugural Annual General Meeting (AGM) of SkinKandy Limited which will be held at Level 41, 161 Castlereagh Street, Sydney (Venue) on Thursday 19 November 2026 at 10.00am. This is an in-person meeting only.

The Board items are explained in more detail in this Notice of Meeting and the Explanatory Notes. The Board unanimously recommends that shareholders vote in favour of all resolutions put to the Meeting.

Attending shareholders

Shareholders attending the AGM can register at the Venue from 9.30am (Sydney Time) and we ask that you bring your Voting Form to assist with the Meeting registration process. Attending shareholders will also have an opportunity to meet with Directors and senior executives at the conclusion of, the Meeting.

Voting

We encourage all shareholders to lodge their vote online in advance of the Meeting by visiting https://au.investorcentre.mpms.mufg.com, selecting 'Investor Login' and following the instructions provided. You will need your holder identifier (SRN or HIN) and postcode. Alternatively, you may lodge your completed Voting Form by post or fax in accordance with the instructions on the form. In each case, your vote must be received by the share registry by no later than 10.00am (Sydney time) on Tuesday, 17 November 2026. Even if you plan to attend the Meeting, you are still encouraged to submit a direct vote or directed proxy in advance of the Meeting so that your votes can be counted if for any reason you cannot attend on the day.

Asking a question

Any shareholder wishing to submit a question in advance of the Meeting must submit it by no later than 5:00pm (AEDT) on Thursday 12 November 2026 via the share registry website at https://au.investorcentre.mpms.mufg.com. Once you have accessed your SkinKandy shareholding online, select the 'Ask Question' option under the 'Action.' Attending shareholders are able to ask questions during the Meeting when invited by the Chair.

Further assistance

Finally, if you have any questions about the AGM, please contact our share registry, MUFG Corporate Markets, on 1300 554 474 (within Australia) or +61 1300 554 474 (overseas).

On behalf of the Board, I thank you for your continued support as a shareholder of SkinKandy and I hope to see you at the AGM.

Yours sincerely

Trent Peterson
Chair

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NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the inaugural Annual General Meeting of members of SkinKandy Limited (the Company) will be held at the offices of MUFG Corporate Markets, at level 41, 161 Castlereagh Street, Sydney on Thursday 19 November 2026 at 10.00am (Sydney) (the Meeting).

Shareholders who cannot attend in-person are encouraged to submit a direct vote or appoint a proxy to participate and vote on their behalf. Shareholders can also submit questions in advance of the Meeting. Further details on how to participate, vote and submit questions are detailed in this Notice of Meeting.

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AGENDA ITEMS

1. Annual Financial Report

To receive and consider the Financial Report of the Company and its controlled entities and the Reports of the Directors and Auditor for the year ended 4 July 2026.

Resolution 1 : Adoption of Remuneration Report

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

"That the Remuneration Report for the year ended 4 July 2026 be adopted."

Note: The vote on this resolution is advisory only and does not bind the Directors or the Company. A voting exclusion statement applies to this resolution (see item 2 of the notes relating to voting).

Resolutions 2 to 7 : Election of all Directors

Directors Trent Peterson, Dain Friis, Melanie Wilson and Renee Jones were appointed by the other Directors in 2026 and must stand for election by shareholders under clause 6.1(e) of the Constitution at the first AGM following their appointment. Directors Mark Oliphant and Richard Whiteoak will have been directors for more than three years at the time of the AGM and must stand for re-election under clause 6.1(f)(i)(B) of the Constitution.

Resolution 2 : Election of Director Trent Peterson

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

"That Mr Trent Peterson who retires at the end of his first Annual General Meeting in accordance with clause 6.1(e) *of the Company's Constitution, and being eligible, is elected as a Director of the Company."*

Resolution 3 : Election of Director Dain Friis

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

"That Mr Dain Friis who retires at the end of his first Annual General Meeting in accordance with clause 6.1(e) *of the Company's Constitution, and being eligible, is elected as a Director of the Company."*

Resolution 4 : Election of Director Renee Jones

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

"That Ms Renee Jones who retires at the end of her first Annual General Meeting in accordance with clause 6.1(e) *of the Company's Constitution, and being eligible, is elected as a Director of the Company."*

Resolution 5 : Re-election of Director Mark Oliphant

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

"That Mr Mark Oliphant who retires in accordance with clause 6.1(f)(i)(B) *of the Company's Constitution, and being eligible, is re-elected as a Director of the Company."*

Resolution 6 : Election of Director Melanie Wilson

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

"That Ms Melanie Wilson who retires at the end of her first Annual General Meeting in accordance with clause 6.1(e) *of the Company's Constitution, and being eligible, is elected as a Director of the Company."*

Resolution7 : Re-election of Director Richard Whiteoak

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

"That Mr Richard Whiteoak who retires in accordance with clause 6.1(f)(i)(B) *of the Company's Constitution, and being eligible, is re-elected as a Director of the Company."*

Resolution 8 : Approval of long-term incentive grant of Performance Rights to Director Dain Friis

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

"*That approval be given for all purposes, including ASX Listing Rule 10.14, for the grant of Performance Rights to Dain Friis under the Company's Long Term Incentive Plan (LTI Plan) as his annual long-term incentive for the FY2027 financial year on the terms described in the explanatory notes accompanying this Notice of Meeting."*

Note: A voting exclusion statement applies to this resolution (see item 2 of the notes relating to voting).

Resolution 9 : Appointment of KPMG as Auditor

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

"That in accordance with section 327B(1)(b) of the Corporations Act 2001 (Cth) and for all other purposes KPMG having been nominated by a shareholder and consented in writing to acting in the capacity of Auditor, be appointed as the Auditor of SkinKandy Limited'.

By Order of the Board

Carl Larzabal

Joint Company Secretary

16 October 2026

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VOTING

1. Entitlement to vote

In accordance with Regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), the Board has determined that persons who are registered holders of shares in the Company as at 7:00 pm AEDT on Tuesday 17 November 2026 will be entitled to attend and vote at the Meeting as a shareholder. Share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

If more than one joint holder of shares is present at the Meeting (whether personally, by proxy or by attorney or by representative) and tenders a vote, only the vote of the joint holder whose name appears first on the register will be counted.

2. All Agenda items will be decided by a Poll

Voting on each Agenda item set out in the Notice of Meeting will be conducted by a poll. On a poll, Shareholders (or their proxy, representative or attorney) have one vote for every fully paid ordinary share held (subject to the restrictions on voting referred to below).

3. Voting exclusions

Resolution 1 – Adoption of the Remuneration Report

The Company will disregard any votes cast on Resolution 1 by or on behalf of, the following persons:

- by or on behalf of a member of the Company's key management personnel (**KMP**) named in the Company's Remuneration Report for the year ended 4 July 2026; or
- a closely related party of such member of the KMP (including close family members and companies the KMP controls).

However, this does not apply to a vote cast in favour of a resolution by or on behalf of:

- 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
- 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
- A holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
    - 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
    - The holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

For the purpose of the voting exclusion above, "key management personnel" and "closely related party" have the same meaning as set out in the Corporations Act.

Resolution 8 - Approval of long-term incentive grant of Performance Rights to Dain Friis

The Company will disregard any votes cast on Resolution 8 by or on behalf of:

- Mr Friis; or
- A closely related person or associate of Mr Friis

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- Any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the entity).

Additionally, in accordance with ASX Listing Rule 14.11, the Company will also disregard any votes cast in favour of Resolution 8 by or on behalf of a person referred to in ASX Listing Rule 10.14.1, 10.14.2 or 10.14.3 (or their associates) who is eligible to participate in the employee incentive scheme in question.

However, this does not apply to a vote cast in favour of a resolution by or on behalf of:

- 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
- 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
- A holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
    - 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
    - The holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

In accordance with section 250BD of the Corporations Act 2001 (Cth), a vote must not be cast on Item 8 as a proxy by a member of the KMP at the date of the AGM, or a closely related party of those persons, unless it is cast as proxy for a person entitled to vote in accordance with their directions. This restriction on voting undirected proxies does not apply to the Chairman of the Meeting where the proxy appointment expressly authorises the Chairman of the Meeting to exercise undirected proxies even if the resolution is connected, directly or indirectly, with the remuneration of the KMP.

4. How to vote

Voting prior to the Meeting

Shareholders may lodge a direct vote or appoint a proxy online at https://au.investorcentre.mpms.mufg.com/ or by submitting a Voting Form to the share registry through one of the methods described in section 4 of these notes relating to voting. Please note, Voting Forms must be received by no later than 10.00am (AEDT) on Tuesday 17 November 2026 in order to be valid. Even if you plan to attend the Meeting, you are still encouraged to submit a direct vote or directed proxy in advance of the Meeting so that your votes can be counted if for any reason you cannot attend on the day.

Voting by Proxy

a. A shareholder entitled to attend and vote has a right to appoint a proxy to attend and vote instead of the shareholder. A proxy need not be a shareholder and can be either an individual or a body corporate. A shareholder can appoint a proxy by completing and returning a signed Voting Form (see section 4 of these notes relating to voting, and the Voting Form).

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b. A shareholder that is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If no proportion or number is specified, each proxy may exercise half of the shareholder's votes.

c. If you wish to direct how your proxy should vote, please mark the appropriate boxes on the Voting Form. If you do not direct your proxy how to vote on a particular item of business, you are authorising your proxy to vote as they decide, subject to any applicable voting exclusions.

d. Unless the Chairman is your proxy, members of the Company's KMP (which includes each of the Directors) will not be able to vote as proxy on Resolutions 1 or 8 unless you direct them how to vote. If you intend to appoint a member of the KMP (such as one of the Directors) as your proxy, you should ensure that you direct that person how to vote on Resolutions 1 or 8 If you intend to appoint the Chairman as your proxy, you can direct the Chairman how to vote by marking the boxes for the relevant Agenda item (for example, if you wish to vote "for", "against" or to "abstain" from voting).

e. If you appoint the Chairman as your proxy (or if the Chairman becomes your proxy by default) and you do not mark a box next to Resolutions 1 or 8, then by signing and submitting the Voting Form, you will be expressly authorising the Chairman to vote as they see fit in respect of Resolutions 1 or 8 even though they are connected with the remuneration of the Company's KMP.

f. All Agenda items will be decided by poll. On a poll, if:

- a shareholder has appointed a proxy (other than the Chairman) and the appointment of the proxy specifies the way the proxy is to vote on the Agenda item; and
- that shareholder's proxy is either not recorded as attending the Meeting or does not vote on the Agenda item,

the Chairman will, before voting on the Agenda item closes, be taken to have been appointed as the proxy for the shareholder for the purposes of voting on that Agenda item and must vote in accordance with the written direction of that shareholder.

g. Please note that for proxies without voting instructions that are exercisable by the Chairman, the Chairman intends to vote all available proxies in favour of each Agenda item.

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5. Voting Form Deadline

To be effective a Voting Form must be received no later than 10.00am (AEDT) Tuesday 17 November 2026 using one of the below methods:

By Mail:	Locked Bag A14 Sydney South NSW 1235
By Fax:	+61 2 9287 0309
Online:	https://au.investorcentre.mpms.mufg.com

6. Corporate representatives

A body corporate that is a shareholder, or which has been appointed as a proxy, may appoint an individual to act as its representative at the Meeting. The appointment must comply with the requirements of section 250D of the *Corporations Act 2001* (Cth) (**Corporations Act**). The representative should provide the Company with evidence of his or her appointment, including any

authority under which it has been signed, in the same manner, and by the same time, as outlined above for Voting Forms, unless it has previously been given to the Company.

7. Voting by attorney

A shareholder entitled to attend and vote may appoint an attorney to act on his or her behalf at the Meeting. An attorney may be, but need not be, a member of the Company.

An attorney may not vote at the Meeting unless the instrument appointing the attorney, and the authority under which the instrument is signed or a certified copy of the authority, are received by the Company in the same manner, and by the same time, as outlined above for Voting Forms.

8. Questions for the Company

Shareholders who are physically present at the Meeting are able to ask a question during the Meeting when invited by the Chairman.

If you wish to ask a question in advance of the Meeting it must be submitted no later than 5:00pm (AEDT) on Thursday 12 November 2026 via the MUFG Corporate Markets website at https://au.investorcentre.mpms.mufg.com. When you have accessed your shareholding online, select the 'Ask Question' option under the 'Action.'

We will endeavour to respond to as many of the more frequently asked questions as possible at the meeting. However, there may not be sufficient time available at the Meeting to address all of the questions raised. Please note that individual responses will not be sent to shareholders.

9. Submitting questions for the Auditor before the Meeting

Shareholders may submit written questions to the Company's Auditor, KPMG, if the question is relevant to the content of KPMG's Audit Report for the financial year ended 4 July 2026 or the conduct of its audit of the Company's Financial Report for the financial year ended 4 July 2026.

Relevant written questions for the Auditor must be received by the Company by no later than 5:00pm (AEDT) on Thursday 12 November 2026 via the MUFG Corporate Markets website at https://au.investorcentre.mpms.mufg.com. When you have accessed your shareholding online, select the 'Ask Question' option under the 'Action.'

A list of written questions will be made available to shareholders attending the Meeting. If written answers are tabled at the Meeting, they will be made available to shareholders as soon as practicable after the Meeting.

The Auditor is not obliged to provide written answers to written questions submitted by shareholders.

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EXPLANATORY NOTES

These explanatory notes have been prepared to help shareholders understand the items of business at the forthcoming Meeting.

Item 1 - Annual Financial Report

The Corporations Act requires:

- the reports of the Directors and Auditor; and
- the annual Financial Report, including the Financial Statements of the Company for the financial year ended 4 July 2026,

to be laid before the Meeting. Neither the Corporations Act nor the Company's Constitution requires a vote of shareholders on the reports or statements. However, shareholders will be given an opportunity to raise questions or comments on the management of the Company.

Also, a reasonable opportunity will be given to shareholders as a whole at the Meeting to ask the Company's Auditor questions relevant to the conduct of the audit, the preparation and content of the Auditor's Report, the accounting policies adopted by the Company in relation to the preparation of the financial statements and the independence of the Auditor in relation to the conduct of the audit.

Resolution 1 – Adoption of Remuneration Report

Shareholders will have a reasonable opportunity at the Meeting to ask questions about or make comments on the audited Remuneration Report. The Remuneration Report on pages 29 to 49 of the Company's 2026 Annual Report sets out the remuneration policies of the Company and reports on the remuneration arrangements in place for the Company's KMP during the year ended 4 July 2026. The Annual Report is available on the Company's investor relations website at ASX Announcements | SkinKandy Limited

As prescribed by the Corporations Act, the vote on the adoption of the Remuneration Report is advisory only and does not bind the Directors or the Company. However, the Board will take the outcome of the vote and discussion at the Meeting into account in setting remuneration policy for future years.

Shareholders should note that if 25% or more votes cast are against the Remuneration Report, the first element in the Board spill provisions contained in the Corporations Act (i.e. the "two strikes" rule) will be triggered and would affect next year's AGM. This is SkinKandy's inaugural AGM, therefore the "two strikes" threshold has not been triggered previously.

Recommendation

The Directors unanimously recommend that Shareholders vote in favour of Resolution 1. The Chair of the Meeting intends to vote all available proxies in favour of this item.

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Resolution 2 - Election of Director – Trent Peterson

Under ASX Listing Rule 14.4 and clause 6.1(e) of the Company's Constitution, a Director appointed to fill a casual vacancy or as an addition to the Board may not hold office past the next annual general meeting of the entity following appointment. Resolution 2 provides for the election of Mr Peterson as a Director of the Company in accordance with the ASX Listing Rules and the Company's Constitution. If shareholders do not approve the election, then Mr Peterson will cease to be a Director at the conclusion of the Meeting.

Trent Peterson BComm (University of Melbourne);

Mr Peterson is a Non-Executive Director and was appointed to the Board in May 2026. The Board considers Mr Peterson to be an independent Director.

Mr Peterson is Chair of the Board and a member of the Audit and Risk Committee and the People and Remuneration Committee

Trent qualified as a chartered accountant and had a career in financial advisory before commencing a career in Private Equity in 2001. Trent has over 25 years' investment and private equity experience, focused primarily on businesses operating in consumer, retail and media sectors. He is a Managing Director of Catalyst Investment Managers Pty Ltd and the Managing Director of Catalyst Direct Capital Management Pty Ltd, a personal investment management company. He was previously a Director of Shaver Shop Limited (ASX:SSG, resigned September 2026), Just Group Limited (now delisted) and Global Television Limited (now delisted), and has held board roles with Skybus, Power Farming, Max Fashions, Taverner Hotel Group and EziBuy.

Trent is currently a director Universal Store Holdings Limited and Dusk Group Limited and is Chairman of Adairs Limited.

Recommendation

The Directors (excluding Mr Peterson), having considered the skills and experience that Mr Peterson brings to the Board, unanimously support his election and recommend that shareholders vote in favour of Resolution 2. The Chair of the Meeting intends to vote all available proxies in favour of this resolution.

Resolution 3 - Election of Director - Dain Friis

Under ASX Listing Rule 14.4 and clause 6.1(e) of the Company's Constitution, a Director appointed to fill a casual vacancy or as an addition to the Board may not hold office past the next annual general meeting of the entity following appointment. Resolution 3 provides for the election of Mr Friis as a

Director of the Company in accordance with the ASX Listing Rules and the Company's Constitution. If shareholders do not approve the election, then Mr Friis will cease to be a Director at the conclusion of the Meeting.

Mr Friis is an Executive Director and was appointed to the Board in May 2026. The Board does not consider Mr Friis to be an independent Director due to his executive role within the Company.

Dain was appointed Chief Executive Officer in January 2023. He is a senior retail executive with over 21 years' experience across global fashion and lifestyle businesses. He was formerly Chief Operating Officer of Lovisa Group, where he was instrumental in the brand's global expansion, with a particular focus on establishing and scaling operations in the United States and other international markets. Dain previously held senior leadership roles at Adairs Retail Group, MYER and Mr Price Group, and has led businesses across Australia, the United States and South Africa.

Recommendation

The Directors (other than Mr Friis), having considered the skills and experience that Mr Friis brings to the Board, unanimously support his election and recommend that Shareholders vote in favour of Resolution 3. The Chair of the Meeting intends to vote all available proxies in favour of this resolution.

Resolution 4 - Election of Director – Renee Jones

Under ASX Listing Rule 14.4 and clause 6.1(e) of the Company's Constitution, a Director appointed to fill a casual vacancy or as an addition to the Board may not hold office past the next annual general meeting of the entity following appointment. Resolution 4 provides for the election of Ms Jones as a Director of the Company in accordance with the ASX Listing Rules and the Company's Constitution. If shareholders do not approve the election, then Ms Jones will cease to be a Director at the conclusion of the Meeting.

Renee Jones BComm, Accounting (La Trobe University); Certified Practising Accountant

Ms Jones is a Non-Executive Director and was appointed to the Board in June 2026. The Board considers Ms Jones to be an independent Director.

Ms Jones is a member of the Audit and Risk Committee.

Ms Jones is an experienced finance executive with over 20 years' leadership across retail, telecommunications and FMCG. She was Chief Financial Officer of Universal Store Holdings Limited from 2019 to 2024 and has previously held senior finance roles including Head of Finance at Telstra, Chief Financial Officer at Ardent Leisure's Bowling Division and Fantastic Furniture, and senior finance positions at Coca-Cola Amatil and Coles Supermarkets.

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Recommendation

The Directors (excluding Ms Jones), having considered the skills and experience that Ms Jones brings to the Board, unanimously support her election and recommend that shareholders vote in favour of Resolution 4. The Chair of the Meeting intends to vote all available proxies in favour of this resolution.

Resolution 5 - Election of Director – Mark Oliphant

Listing Rule 14.4 states that a director must not hold office without office without re-election past the third AGM or 3 years following admission, whichever is longer.

Under clause 6.1(f)(i)(B) of the Company's Constitution, a Director who will have been in office for three or more years at the annual general meeting must retire from office at the next annual general meeting of the entity.

Resolution 5 provides for the election of Mr Oliphant as a Director of the Company in accordance with the ASX Listing Rules and the Company's Constitution. If shareholders do not approve the election, then Mr Oliphant will cease to be a Director at the conclusion of the Meeting.

Mr Oliphant is a Non-Executive Director and was appointed to the Board in September 2019. The Board does not consider Mr Oliphant to be an independent Director as he the founder of the Company and a substantial shareholder in the Company.

Mr Oliphant is Chair of the People and Remuneration Committee.

Mr Oliphant is the founder of SkinKandy and its former Chief Executive Officer, a position he held for over a decade. Having founded SkinKandy in 2010, Mark contributes 16 years of foundational knowledge across expansion, brand development and capital deployment.

Recommendation

The Directors (excluding Mr Oliphant), having considered the skills and experience that Mr Oliphant brings to the Board, unanimously support his re-election and recommend that shareholders vote in favour of Resolution 5. The Chair of the Meeting intends to vote all available proxies in favour of this resolution.

Resolution 6 - Election of Director – Melanie Wilson

Under ASX Listing Rule 14.4 and clause 6.1(e) of the Company's Constitution, a Director appointed to fill a casual vacancy or as an addition to the Board may not hold office past the next annual general meeting of the entity following appointment. Resolution 6 provides for the election of Ms Wilson as a Director of the Company in accordance with the ASX Listing Rules and the Company's Constitution. If shareholders do not approve the election, then Ms Wilson will cease to be a Director at the conclusion of the Meeting.

Melanie Wilson MBA (Harvard University); BComm (University of Queensland)

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Ms Wilson is a Non-Executive Director and was appointed to the Board in May 2026. The Board considers Ms Wilson to be an independent Director.

Ms Wilson is Chair of the Audit and Risk Committee and a member of the People and Remuneration Committee.

Ms Wilson is an experienced non-executive director with extensive experience across consumer, retail, digital and eCommerce businesses. She previously served as Chair of Baby Bunting from 2021 to 2025 and as a non-executive director from 2016, and has held board roles with iSelect, EML Payments, PropertyGuru Group and Shaver Shop. Melanie previously held senior roles at BB Retail Capital and Woolworths Limited, including Head of Online BIG W, and at Limited Brands in the United States. Earlier in her career she worked at Bain & Company and Goldman Sachs.

Recommendation

The Directors (excluding Ms Wilson), having considered the skills and experience that Ms Wilson brings to the Board, unanimously support her election and recommend that shareholders vote in favour of Resolution 6. The Chair of the Meeting intends to vote all available proxies in favour of this item.

Resolution 7 - Election of Director – Richard Whiteoak

Listing Rule 14.4 states that a director must not hold office without office without re-election past the third AGM or 3 years following admission, whichever is longer.

Under clause 6.1(f)(i)(B) of the Company's Constitution, a Director who will have been in office for three or more years at the annual general meeting must retire from office at the next annual general meeting of the entity.

Resolution 7 provides for the election of Mr Whiteoak as a Director of the Company in accordance with the ASX Listing Rules and the Company's Constitution. If shareholders do not approve the election, then Mr Whiteoak will cease to be a Director at the conclusion of the Meeting.

Richard Whiteoak MBA (University of Oxford); MB BCh (University of Wales)

Mr Whiteoak is a Non-Executive Director and was appointed to the Board in September 2022. The Board does not consider Mr Whiteoak to be an independent Director as he is the nominee director of Whiteoak which holds a substantial shareholding.

Mr Whiteoak is a member of the Audit and Risk Committee.

Mr Whiteoak led a majority investment into SkinKandy in November 2019 and was appointed as a Director in September 2022. He is the founder and Managing Director of Whiteoak, an Australian private

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equity firm established in 2016. He is Chair of Zeus Street Greek and Avolution Software and a non-executive director of Sovereign Capability Group and Status Anxiety. Earlier in his career, Richard was a management consultant at McKinsey & Company, a fund manager and a medical doctor.

Recommendation

The Directors (excluding Mr Whiteoak), having considered the skills and experience that Mr Whiteoak brings to the Board, unanimously support his re-election and recommend that shareholders vote in favour of Resolution 7. The Chair of the Meeting intends to vote all available proxies in favour of this resolution.

Resolution 8 - Approval of long-term incentive grant of Performance Rights to Dain Friis

Pursuant to ASX Listing Rule 10.14, the Company is seeking shareholder approval for the grant of Performance Rights to Dain Friis (an **Eligible Participant**), as part of his Long-Term Incentive (**LTI**) for the FY2027 financial year.

ASX Listing Rule 10.14.1 provides that a listed company must not issue securities to a Director under an employee incentive scheme unless it obtains the approval of its shareholders. As Dain is an Executive Director of the Company, shareholder approval is being sought for this purpose.

If shareholder approval is obtained, the Performance Rights pursuant to Resolution 8 will be granted under the SkinKandy LTI Plan (the **Plan**) within 3 years of the Meeting.

The Company has established the SkinKandy LTI Plan (LTI Plan) to assist in the motivation, retention and reward of senior Management and other employees that may be invited to participate in the plan from time to time.

The LTI Plan Rules are attached as Attachment B to this document.

The LTI Plan rules (Plan Rules) provide flexibility for SkinKandy to grant Performance Rights or Service Rights as incentives, subject to the terms of individual offers and the satisfaction of performance and vesting conditions determined by the Board from time to time.

Details of any awards issued under the LTI Plan will be published in the Company's annual report relating to the period in which they were issued.

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Key terms of the FY2027 LTI grant

The LTI grant is designed to align the interests of the participants with the interests of shareholders by providing the opportunity to receive an equity interest in the Company through the granting of Performance Rights.

The performance measures proposed focus on outcomes that are in the reasonable control of management and over the long term are expected to correlate strongly with the value created for shareholders.

‘

The Board will set the threshold at the lower end of acceptable shareholder returns and maximum at a level representing outperformance relative to market expectations.

The FY27 LTI grant of securities focuses participants on long-term value creation through two measures, the weighting of those measures are set out below:

Measure	Weighting
EPS CAGR: Earnings per Share (EPS) growth (3-year CAGR)	70%
LFL: Like for like sales growth (simple average of 3 annual LFL sales growth rates results reported over the performance period)	30%

Targets for these two measures are as follows:

Achievement	EPS CAGR	Average LFL
Threshold	10.0%	3.0%
Midpoint	17.5%	5.0%
Maximum	25.0%	7.0%

Proposed Grant of Performance Rights

The value of the proposed grant is $696,000, which is 120% of Mr Friis’ FY2027 total fixed remuneration. For the purposes of Listing Rule 10.15 the proposed number of Performance Rights to be granted will be calculated based on a 5-day pre-grant volume weighted average price (VWAP) commencing from the trading day after the release of the Company's audited full-year financial results on 25 September 2026. This represents the period from 28 September to 2 October 2026 and the VWAP value is $2.7914. The number of Performance Rights proposed to be granted is therefore 249,337.

The Performance Rights do not entitle an Eligible Participant to dividends or voting rights however shares allocated following the vesting and exercise of Performance Rights rank pari passu in all respects with other ordinary shares (including with respect to dividends and voting rights).

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The LTI commences in FY27, with FY26 used as the base year for performance measurement of the EPS growth measure.

The value will be rounded down to the nearest whole Performance Right.

Valuation of Rights

The value attributed above is a "face value" for the purposes of this Notice only, based on Mr Friis' current TFR. It does not represent the fair value of the Performance Rights for accounting purposes, nor the value (if any) that Mr Friis may ultimately realise. The actual value of the Performance Rights will depend on the extent to which the performance conditions are satisfied over the performance period and the Company's share price at and after vesting. If the performance conditions are not met, the Performance Rights will lapse and their realised value will be nil.

If Shareholders approve this Resolution, the fair value of the Performance Rights will be determined as at the grant date in accordance with AASB 2 *Share-based Payment*, using a Black-Scholes option-pricing methodology and market inputs prevailing at the grant date. As the grant will only be made following Shareholder approval, that fair value cannot be determined as at the date of this Notice. The grant date fair value will be disclosed in the Company's Remuneration Report and reflected in the audited financial statements for the year ending 3 July 2027.

Testing of the vesting conditions

Testing of the vesting conditions will occur at the end of the performance period. Any Performance Rights that do not vest will lapse immediately.

Cessation of employment

Where the employment of an Eligible Participant is terminated for cause or they resign, all unvested Performance Rights will lapse, unless otherwise determined by the Board.

Change of control

In the event of a likely change in control of the Company, the Board has a discretion to determine that some or all of the Eligible Participant’s Performance Rights will vest.

If a change of control occurs before the Board exercises its discretion, a pro-rata portion of the Performance Rights (equal to the portion of the relevant performance period that has elapsed up to the change of control) will vest.

Restrictions on dealing

An Eligible Participant must not sell, transfer, encumber, hedge or otherwise deal with Performance Rights.

An Eligible Participant will be free to deal with the shares allocated on exercise of the Performance Rights, subject to the requirements of the Company’s Securities Dealing Policy.

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Additional information provided in accordance with ASX Listing Rules

- Mr Friis is the Chief Executive Officer and a Director of the Company and falls within ASX Listing Rule 10.14.1 .
- Mr Friis's total remuneration package for the Financial Year ending 4 July 2026 was $1,243,968 as set out in the Remuneration Report on pages 29-49 of the Annual Report:

Details	$
Fixed remuneration	519,360
STI and one-off payments	293,942
Share based payments	416,424
Other monetary and non-monetary benefits	14,242
Total	**1,243,968**

- Mr Friis has not previously received securities under the LTI Plan.
- Mr Friis is the only Director entitled to receive Performance Rights under the LTI Plan.
- The Company uses Performance Rights because they seek to align the interests of executives and shareholders in creating long term shareholder value. The Performance Rights do not receive dividends or have voting rights unless they vest and are exercised by the beneficiary.
- The Performance Rights will be granted within 3 years of the meeting.
- The Performance Rights will be issued to Mr Friis for nil cash consideration and no cash consideration will be payable upon the conversion of the Performance Rights or the subsequent issue of Shares (if any). Accordingly, no funds will be raised from the issue or conversion of the Performance Rights.
- There is no exercise price hurdle.
- Each Performance Right entitles the holder, on vesting and exercise, to one fully paid ordinary share in the Company. The Rights will expire and lapse, if not exercised, on the 15th anniversary of the date of the grant of the Rights.
- No loan will be provided to Mr Friis in relation to the Performance Rights to be issued under the LTI Plan.
- If shareholder approval is not obtained, no Performance Rights will be issued to Mr Friis. The Board will consider alternative arrangements to appropriately remunerate and incentivise Mr Friis.
- Details of any securities issued under the LTI plan will be notified to the market within 5 days of the issue.
- Details of any securities issued under the LTI Plan will be published in the Company's Annual Report relating to the period in which they were issued, along with a statement that approval for this issue was obtained under ASX Listing Rule 10.14.
- Any additional persons covered by ASX Listing Rule 10.14 who become entitled to participate in an issue of securities under the LTI Plan after these Agenda items are approved and who are not named in this Notice of Meeting will not participate until approval is obtained under ASX Listing Rule 10.14.

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Recommendation

The Directors (other than Mr Friis), unanimously recommend that Shareholders vote in favour of Resolution 8. The Chair of the Meeting intends to vote all available proxies in favour of this resolution.

Resolution 9 – Appointment of KPMG as Auditor

KPMG has held the office of auditor of the Company and the SkinKandy Group of entities since 2023. Under section 327A(20 of the Act, KPMG holds office until the Company's first AGM. Therefore section 327B(1)(a) of the Act requires the Company to appoint an auditor at its first AGM. KPMG has given, and has not withdrawn, its consent to act as external auditor of SkinKandy Limited.

In accordance with section 328B(1) of the Act, notice in writing nominating KPMG as auditor has been given to the Company by a shareholder. A copy of this notice is contained in Attachment A to this Notice.

Recommendation

The Directors unanimously recommend that Shareholders vote in favour of Resolution 9. The Chair of the Meeting intends to vote all available proxies in favour of this resolution.

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Attachment A to the Notice of Annual General Meeting

21 September 2026

Carl Larzabal, Joint Company secretary

SkinKandy Limited

Suite 15, 12-20 Ocean Street

Maroochydore

QLD 4558

NOTICE OF NOMINATION OF AUDITOR

I, Melanie Wilson, am a member of SkinKandy Limited A C N 636 484 814 (the Company), holding 141,036 ordinary fully paid shares in the Company.

I hereby give the Company notice under section 328B (1) of the Corporations Act (Cth) of the nomination of KPMG, of Level 38, Tower Three, International Towers Sydney, 300 Barangaroo Avenue, Sydney NSW 2000, of appointment as auditor of the Company at the First Annual General Meeting of the Company or at any adjournment thereof.

Yours Sincerely

Signed by:

82CD71B5446E02B8

Melanie Wilson

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SkinKandy.

Attachment B to the Notice of Annual General Meeting

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Long Term Incentive Plan Rules

SkinKandy Limited (ACN 636 484 814)

(Performance Rights and Service Rights)

ADOPTED MAY 2026

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1 Defined terms and interpretation

1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary;

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act; and

(c) which is defined in the GST Law, but is not defined in the Dictionary or the Corporations Act, has the meaning given to it in the GST Law.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

2 Purpose

The purpose of the Plan is to:

(a) assist in the motivation, retention and reward of senior Management and other employees that may be invited to participate in the Plan from time to time;

(b) align the interests of employees with the interests of Shareholders by providing an opportunity for employees to receive an equity interest in the Company;

(c) provide employees with the opportunity to share in any future growth in value of the Company; and

(d) provide greater incentive for employees to focus on the Company's longer term goals.

3 Commencement

The Plan will commence on a date determined by resolution of the Board.

4 Grant of Rights

4.1 Types of Rights

Under the Plan, the Company may grant Performance Rights and Service Rights (each, a **Right**) as incentives, subject to the terms of individual offers and the satisfaction of performance and vesting conditions determined by the Board from time to time:

(a) a **Performance Right** is an entitlement to receive Shares subject to the satisfaction of applicable performance and service conditions;

(b) a **Service Right** is an entitlement to receive Shares subject to the satisfaction of applicable service conditions, which may be used in connection with senior Management transition between employers; and

(c) unless otherwise specified in an Offer, the Board has the discretion to settle Rights with a cash equivalent payment.

4.2 Compliance with laws

Notwithstanding the Rules or the terms of any Right, no Right (or resultant Share) may be offered, granted or exercised, if to do so:

(a) would contravene the Corporations Act, the ASX Listing Rules or any other Applicable Law; or

(b) would contravene the local laws or customs of a Participant's country of residence or in the opinion of the Board would require actions to comply with those local laws or customs which are impractical or unreasonably onerous.

4.3 No prohibited financial assistance

No person may, whether directly or indirectly, provide financial assistance that is prohibited by the Corporations Act to a Participant for the purposes of, or in connection with, the acquisition or exercise of Rights under the Plan.

4.4 Quotation

The Company will not apply for quotation of Rights.

Application will be made to ASX for official quotation of any Shares issued on the vesting of Rights to the extent required by the ASX Listing Rules or any other Applicable Law if the Company's Shares are listed on ASX at that time.

5 Offers

5.1 Board to make Offer

The Board may, in its absolute discretion and subject to any requirement for Shareholder Approval, determine that the Company offer Rights to any Eligible Employee from time to time.

5.2 Prospective Eligible Employees

The Company may, in its absolute discretion, offer Rights in accordance with these Rules to a person where the Offer is conditional on the person becoming an Eligible Employee.

5.3 Number of Rights

The number of Rights the subject of an Offer to an Eligible Employee will be determined by the Company in its absolute discretion and in accordance with the Rules and Applicable Law.

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5.4 Form of Offer

An Offer (other than an Offer that does not require disclosure to any investor under Part 6D.2 of the Corporations Act because of section 708 of the Corporations Act) must be expressed to be made under Division 1A of Part 7.12 of the Corporations Act.

5.5 Issue price

No payment is required for a grant of a Right allocated under the Plan.

5.6 Acceptance basis

An Offer must be accepted by the Participant and can be made on an opt-in or opt-out basis as determined by the Board.

5.7 Terms

The terms and conditions applicable to an Offer are as determined by the Company in its absolute discretion.

5.8 Offer personal

An Offer is personal and can only be accepted by the Eligible Employee to whom the Offer is made.

6 Application for Rights

(a) An Eligible Employee wishing to apply for Rights must submit a signed and completed Application form to the Company by the date specified in the Offer.

(b) Upon receipt of an Application from an Eligible Employee, the Company must either accept or reject the Application.

7 Acceptance of Offer

7.1 Acceptance of Offer

(a) Subject to Rule 7.1(b), an Eligible Employee may accept an Offer by giving to the Company an Application by such date advised by the Company when making the Offer. By accepting an Offer for Rights in accordance with Rule 7.1(a), the Participant will be taken to have:

(i) agreed to become a Participant bound by these Rules;

(ii) irrevocably offered to acquire Rights:

(A) under, and subject to, these Rules; and

(B) on and subject to the terms and conditions of the Offer; and

(iii) agreed to become a Shareholder of the Company and be bound by the Constitution upon the issue of Shares to the Participant on vesting of the Rights.

(b) An Eligible Employee may not accept an Offer, and an Application will not be accepted if, at the date the Application would otherwise be accepted:

(i) the Eligible Employee is not an Employee;

(ii) the Eligible Employee has given notice of his or her resignation as an Employee; or

(iii) the Eligible Employee has been given notice of termination of employment as an Employee.

(c) The Company may, in its absolute discretion, refuse to allow an Eligible Employee to participate in the Plan even though an Application is received from the Eligible Employee in accordance with Rule 7.1(a).

7.2 Lapse of Offer

An Offer that is not accepted in accordance with Rule 7.1 will lapse at 5.00pm (Sydney time) by such date advised by the Company to the Eligible Employee when making the Offer (if any).

7.3 Withdrawal of Offer prior to acceptance

The Company reserves the right (subject to any Applicable Law) to withdraw an Offer made to an Eligible Employee, provided that the Offer has not yet been accepted in accordance with Rule 7.1.

7.4 Grant of Rights by Company

(a) Subject to the terms and conditions included in an Offer, the Company will grant that number of Rights set out in the Application to the relevant Participant. Nothing in any Offer or Application, or in these Rules, will be taken to confer on any Participant any right or title to or interest in, any Rights until the Rights are so granted.

(b) The Company will give notice, or cause notice to be given, to a Participant (or any person authorised to receive such notice on the Participant's behalf), in accordance with the ASX Listing Rules or any other Applicable Law, of the grant of Rights to the Participant under the Plan, including information on the following:

(i) the number and type of Rights granted to the Participant;

(ii) the date of grant of those Rights;

(iii) the vesting conditions and expiry date applicable to those Rights; and

(iv) any other specific terms and conditions applicable.

7.5 Shares to rank equally

All Shares issued pursuant to the conversion of Rights will rank equally with existing Shares on and from their date of issue.

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8 Vesting

8.1 Vesting conditions

(a) Vesting of Rights is subject to any vesting or performance conditions determined by the Board and specified in the Offer.

(b) Subject to the Rules and the terms of the specific Offer, Rights will either lapse or be forfeited if the relevant vesting and performance conditions are not satisfied.

(c) Rights may have an exercise mechanism as specified in the Offer; however, no exercise price is payable.

8.2 Settlement on vesting

Upon vesting of Rights:

(a) the Company may satisfy vested Rights by issuing new Shares or by procuring on-market purchases of existing Shares; and

(b) the Company will give notice, or cause notice to be given (including via a Holding Statement), to a Participant of the issue of Shares to that Participant in accordance with the ASX Listing Rules or any other Applicable Law.

8.3 Restrictions on Dealing

(a) Prior to vesting, a Participant must not sell, transfer, encumber, hedge or otherwise deal with their Rights.

(b) Post-vesting, Shares acquired on vesting of Rights may be subject to restrictions on dealing during the periods determined in the Company's Securities Trading Policy or due to the application of restrictions contained in the Corporations Act or any other applicable laws or due to restrictions contained in the Rules or terms of the Offer.

(c) Any Dealing will also be subject to compliance with the Company's Minimum Shareholding Policy (if applicable).

9 Expiry

Rights which have vested and are not exercised prior to their Expiry Date will lapse on their Expiry Date.

10 Lapse of Rights

(a) Unless otherwise specified in the Offer or determined otherwise by the Board, a Right lapses on the earliest of:

(i) the Board determining that any vesting condition or other condition applicable to the Right has not been satisfied, reached or met in accordance with its terms, or is not capable of being satisfied, reached or met;

(ii) the Expiry Date;

(iii) the Right lapsing in accordance with Rule 14;

(iv) the Right lapsing in accordance with Rule 15;

(v) the Right lapsing in accordance with Rule 16;

(vi) the Participant purporting to Deal with the Right, or entering into any arrangement in respect of the Right, in breach of these Rules or the terms of the Offer;

(vii) the Participant entering into any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to, the Right if restricted by Applicable Law;

(viii) the Company receiving a notice in writing from the Participant electing to surrender the Right; or

(ix) any other date, event or circumstance specified in the Offer as a date, event or circumstance on which the Right will lapse.

(b) Where a Participant's Rights have lapsed under this Rule, all rights of the Participant under the Plan in respect of those Rights are forfeited, the Company may cancel those Rights, and the Company will not be liable for any consideration, compensation, damages or other amounts to the Participant in respect of those Rights.

11 Dividends and voting rights

(a) Rights do not carry dividend or voting rights prior to vesting.

(b) Prior to Shares being issued or allocated to a Participant on vesting of Rights, the Participant has no right to receive notice of, attend, or vote at any meeting of Shareholders.

(c) Shares allocated on vesting of Rights carry the same dividend and voting rights as other Shares.

12 Return of capital and surplus profit

Prior to vesting and exercise, Rights do not entitle the Participant to any return of capital, whether in a winding up or upon a reduction of capital and do not entitle the Participant to participate in any surplus profit or assets of the Company on winding up.

13 Participation in new issues and reorganisation of capital

13.1 New issues of securities

Participants are not entitled to participate in new issues of securities by the Company prior to the vesting (and exercise if applicable) of their Rights.

13.2 Bonus issues

In the event of a bonus issue, Rights will be adjusted in the manner allowed or required by the ASX Listing Rules.

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13.3 Pro rata issues

If the Company makes a pro rata issue of Shares (except a bonus issue) to existing holders of Shares and no Share has been issued in respect of a Right before the record date for determining entitlements to the pro rata issue, the Board may, in its discretion, determine whether any adjustment will be made to the terms of the Right (including whether or not there will be any resulting increase in the number of Shares which the relevant Participant will be entitled on the vesting (and exercise if applicable) of the Right and the manner in which any such increase will be calculated).

13.4 Capital reconstructions and returns of capital

Subject to the ASX Listing Rules and without limiting Rules 13.2 and 13.3, prior to the allocation of Shares (or payment of a cash equivalent) to a Participant upon vesting (and, if applicable, exercise) of Rights, the Board may grant additional Rights or make any adjustments it considers appropriate to the terms of a Right granted to that Participant in order to minimise or eliminate any material advantage or disadvantage to a Participant resulting from a corporate action by, or capital reconstruction in relation to, the Company, including but not limited to any return of capital. Adjustments that may be made include adjustments to:

(a) the number of Rights to which the Participant is entitled;

(b) the number of Shares to which the Participant is entitled upon vesting (and, if applicable, exercise) of Rights;

(c) any amount payable on vesting of Rights (and, if applicable, exercise); or

(d) a combination of paragraphs (a), (b) or (c).

13.5 Notice of adjustments

Whenever the number of Shares underlying a Right is adjusted pursuant to this Rule 13, the Company will give notice of the adjustment to the Participant.

14 Liquidity Event

If a Liquidity Event occurs, or the Board determines that a Liquidity Event is likely to occur, the Board may in its sole and absolute discretion, subject to Applicable Law and the ASX Listing Rules, determine how any or all Rights (whether vested or unvested) and any Shares allocated on vesting of Rights will be treated, including but not limited to:

(a) determining that unvested Rights (or a portion of unvested Rights) will vest and, if applicable, become exercisable with such vesting deemed to have taken place immediately prior to the effective date of the Liquidity Event, regardless of whether or not the employment, engagement or office of the Participant is terminated or ceases in connection with the Liquidity Event;

(b) reducing, waiving or varying any vesting conditions or other conditions attaching to those Rights;

(c) specifying a period during which vested Rights may be exercised and determining that any Rights not exercised within that period will lapse, or deeming vested Rights to have been exercised on a specific date or on the occurrence of a specific event;

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(d) determining that any restrictions on Dealing with Shares allocated on vesting of Rights will cease to have effect from a specific date or on the occurrence of a specific event;

(e) determining that a Participant may or must participate in, or otherwise have their Rights or Shares dealt with in connection with, any transaction arising from or in connection with the Liquidity Event;

(f) determining that Rights be cancelled, bought back, exchanged or replaced for cash, securities or other consideration, including for fair market value as determined by the Board in good faith;

(g) if another body corporate acquires Control of the Company or becomes the holding company of the Company, determining that a Participant's Rights be replaced with awards in that body corporate or that, on vesting of those Rights, the Participant be provided with shares in that body corporate or its related body corporate in lieu of Shares, on substantially the same terms and conditions with any necessary or appropriate adjustments; and/or

(h) determining that any Rights that do not vest, are not exercised, or are not otherwise dealt with under this Rule will lapse or will remain on foot subject to their existing terms or any varied terms determined by the Board.

Whether or not the Board determines to accelerate the vesting of any Rights or take any other action under this Rule, the Company must give written notice of any proposed Liquidity Event, and any treatment determined by the Board under this Rule, to each affected Participant as soon as reasonably practicable.

Despite any other provision of this Rule 14 or the definition of Liquidity Event, if a Right is a performance security for the purposes of ASX Guidance Note 19, the Board must not determine that the Right will vest, become exercisable, be deemed exercised, convert into Shares or be settled by the allocation of Shares because of a Liquidity Event unless the Liquidity Event involves a person who did not Control the Company when the Right was granted acquiring Control of the Company through the acquisition of a Relevant Interest in more than 50% of the Shares of the Company, or the vesting, exercise, conversion or allocation is otherwise permitted by the ASX Listing Rules.

15 Cessation of employment

15.1 Bad leaver

Unless the Board determines otherwise, if a Participant's employment is terminated for cause or a Participant resigns (or gives notice of their resignation) prior to vesting, all their unvested Rights will lapse.

15.2 Good leaver

Unless the Board determines otherwise, if a Participant ceases employment for any other reason (such as retirement, redundancy, death, total and permanent disability, or termination by mutual agreement) prior to vesting, a pro-rata portion of unvested Rights based on the proportion of the performance period that has elapsed up to the date of cessation will remain on foot and will continue to be subject to the original performance conditions.

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15.3 Board discretion

Notwithstanding the provisions of this Rule, the Board may, subject to compliance with the ASX Listing Rules, the Corporations Act and any other Applicable Law (which may require Shareholder Approval), determine to treat any Rights held by the relevant Participant in any other manner, if the Board determines that the relevant circumstances warrant such treatment.

15.4 Other conditions

It is intended that individual offer documents will provide more specific information on how the entitlements will be treated if the Participant ceases employment.

16 Malus, clawback and preventing inappropriate benefits

(a) The Board may take any of the actions in Rule 16(b) if the Board determines, acting in good faith, that one or more of the following circumstances has occurred and that action is warranted to address an undue benefit or unfair advantage to a Participant:

(i) a Participant at any time:

(A) has acted fraudulently or dishonestly, or made a material misstatement, in connection with any Group Company;

(B) has engaged in gross negligence, serious misconduct or a material breach of duties or obligations owed to any Group Company;

(C) has acted in a manner which could reasonably be regarded as having brought any Group Company into disrepute; or

(D) is convicted of a serious offence connected with the affairs of any Group Company;

(ii) a Participant has retained a Right, or has received or retained a benefit under the Plan, based on circumstances that the Board subsequently determines were incorrect or incomplete and that, had they been known at the relevant time, would have resulted in the Right being forfeited, reduced or treated differently;

(iii) there is a material misstatement in, or omission from, the financial statements of any Group Company, or a misstatement concerning the satisfaction of a vesting condition applicable to a Right, which results in a Participant obtaining or retaining a Right or other benefit under the Plan that, in the opinion of the Board, would not otherwise have been obtained, retained or vested;

(iv) a Participant's Rights vest or may vest as a result of the fraud, dishonesty or material breach of obligations of any other person and, in the opinion of the Board, the Rights will not or would not have otherwise vested;

(v) any other adverse event or circumstance specified in the Offer has occurred or arisen which the Board determines has unfairly advantaged the Participant in relation to their participation in the Plan; or

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(vi) the Company (or another Group Company) is required by law, regulation or a direction from a regulator to reclaim remuneration from a Participant or reduce a Participant's remuneration outcome.

(b) In the circumstances set out in Rule 16(a), the Board may, at its discretion and subject to Applicable Law, determine any treatment in relation to a Right, Share or other benefit under the Plan which it considers appropriate and proportionate to address the undue benefit or unfair advantage, including, without limitation, to:

(i) reduce or extinguish a Participant's entitlement to a Right;

(ii) deem all or some Rights held by the Participant to have lapsed or been forfeited, or else remain on foot but subject to conditions;

(iii) deem all or any Shares allocated to a Participant on vesting of Rights, which are still held by or on behalf of the Participant, to be forfeited or subject to further restrictions;

(iv) adjust the vesting conditions applicable to the assessment of a Right;

(v) amend the terms or conditions applicable to a Right;

(vi) determine that any restrictions applicable to Shares acquired under the Plan be extended;

(vii) require that the Participant pay or repay to the Company as a debt:

(A) all or part of the net proceeds of sale where Shares acquired under the Plan have been sold, to the extent those proceeds exceed any amount paid by the Participant for those Shares;

(B) any cash equivalent payment or other cash amount received under the Plan; and/or

(C) any dividends or dividend equivalent payments received in respect of Rights or Shares acquired under the Plan.

(c) In circumstances where:

(i) the Board is considering the application of this Rule 16;

(ii) a Participant is under investigation by the Group, a Group Company or an external third party; or

(iii) such other circumstances specified in an Offer,

the Board may determine that the vesting, exercise and/or allocation of a Participant's Rights may be delayed or suspended, and/or that restrictions on disposing or otherwise Dealing with Shares allocated on vesting of Rights may be extended, for so long as the Board considers reasonably necessary to determine whether Rule 16 applies.

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17 Amendment of Rules

(a) Subject to Rule 17(c), the Board may at any time, by written instrument:

(i) amend, vary, add to, delete or modify all or any of the provisions of these Rules, including this Rule 17;

(ii) amend the terms of an Offer; or

(iii) suspend or terminate the operation of the Plan.

(b) Notwithstanding Rule 17(c), the Board may waive, amend or replace any vesting condition attaching to a Right if the Board determines that the original vesting condition is no longer appropriate or applicable, provided that the interests of the relevant Participant are not, in the opinion of the Board, materially prejudiced or advantaged relative to the position reasonably anticipated at the time of the grant.

(c) Any amendment under Rule 17(a) that materially reduces any Participant's rights in respect of their Rights granted before the date of the amendment requires the written consent of the Participant, other than an amendment introduced primarily:

(i) for the purposes of complying with or conforming to present or future legislation governing or regulating the Plan or like plans;

(ii) to correct any manifest error or mistake;

(iii) to allow the implementation of a trust arrangement in relation to the holding of Shares granted under the Plan;

(iv) to amend, reduce or waive any vesting conditions or restrictions applicable to a Right made in accordance with these Rules;

(v) for the purpose of complying with Applicable Law; and/or

(vi) to take into consideration possible adverse taxation implications (including, without limitation, on account of fringe benefits tax) for the Company in respect of the Plan or the Rights granted, including as a result of changes to applicable taxation legislation or the interpretation of that legislation by any taxation authority or a court of competent jurisdiction or any rulings from taxation authorities administering such legislation.

(d) Subject to these Rules, the Board may from time to time amend the terms of this Plan as they will apply in particular jurisdictions or circumstances by means of an addendum to these Rules.

(e) Subject to any shareholder approval (if required), the Board may determine that any amendment to these Rules or the terms of an Offer made pursuant to Rule 17(a) be given retrospective effect.

(f) Amendment of these Rules or the terms of an Offer by the Board will be of immediate effect unless otherwise determined by the Board.

(g) As soon as reasonably practicable after making any amendment under Rule 17(a), the Company must give notice in writing of that amendment to any Participant affected by the amendment. Failure by the Board to notify a Participant of any amendment will not invalidate the amendment as it applies to that Participant.

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(h) For so long as the Company's Shares are listed on ASX, then any amendments made to these Rules or the terms of an Offer will be subject at all times to the ASX Listing Rules.

18 Administration of Plan

The Plan will be administered by the Board in accordance with these Rules.

(a) The Board may make further provisions for the operation of the Plan which are consistent with these Rules.

(b) Subject to the general purpose, terms and conditions of this Plan, the Board will have full power and authority to implement and carry out this Plan including the power and authority to:

(i) delegate some or all of the administration of the Plan to any person or persons or committee or sub-committee, for any period and on any terms and conditions it decides, to exercise any of its powers or discretions under the Plan;

(ii) decide on appropriate procedures for administering the Plan, including the forms and notices to be issued under the Plan;

(iii) construe, interpret and resolve conclusively all questions of fact or interpretation concerning the Plan and these Rules and any dispute of any kind that arises under the Plan;

(iv) correct any defect, supply any omission or reconcile any inconsistency in these Rules;

(v) determine that any decision made, or permission given, under the Plan, is subject to further conditions decided by the Board;

(vi) make all other determinations which the Board considers necessary or desirable for the administration of this Plan;

(vii) take and rely upon independent professional or expert advice in or in relation to the exercise of any of its powers or discretions under these Rules; and

(viii) appoint or engage specialist service providers for the operation and administration of the Plan.

(c) Subject to the requirements of these Rules, the Board has absolute and unfettered discretion to act or refrain from acting under these Rules or concerning the Plan and in exercising any power or discretion concerning the Plan or any rights under the Plan.

(d) Any power or discretion which is conferred on the Board by these Rules must be exercised in the interests, or for the benefit, of the Company. The Board is not, in exercising any such power or discretion, under any fiduciary or other obligation to any other person.

(e) The decisions of the Board as to the interpretation, effect or application of these Rules and all determinations made by the Board under these Rules are final, conclusive and binding on the Participants and any person with any interest in any Rights.

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(f) The Board may from time to time require a Participant to complete and return any documents that are required by law to be completed by the Participant and any other documents which the Board considers should, for legal or taxation reasons, be completed by the Participant.

(g) Any calculations or adjustments which are required to be made in connection with any Rights under the Plan will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Participant.

(h) Where any calculation or adjustment to be made pursuant to these Rules produces a fraction of a cent or a fraction of a Share, the fraction will be eliminated by rounding down to the nearest whole number.

19 Rights of Participants

(a) Neither participation in the Plan by a Group Company or any Eligible Employees or holders of a Right or anything contained in these Rules will in any way prejudice or affect the right of a Group Company to dismiss any Eligible Employee or holder of a Right or to vary the terms of employment of any Eligible Employee or holder.

(b) Nor will participation or the rights or benefits of an Eligible Employee or holder of a Right under the Rules be relevant to or used as grounds for granting or increasing damages in any action brought by an Eligible Employee or holder of a Right against a Group Company whether in respect of any alleged wrongful dismissal or otherwise.

20 Attorney

Each Participant, in consideration of an Offer:

(a) irrevocably appoints the Company and any person nominated from time to time by the Company (each an “attorney”), severally, as the Participant’s attorney to complete and execute any documents including Applications for Rights and Share transfers and to do all acts or things on behalf of and in the name of the Participant which may be convenient or necessary for the purpose of giving effect to the provisions of these Rules;

(b) covenants that the Participant will ratify and confirm any act or thing done pursuant to this power;

(c) releases each member of the Group and the attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule; and

(d) indemnifies and holds harmless each member of the Group and the attorney in respect thereof.

21 Notices

Any notice to Participants may be given in such manner as the Company determines.

22 Governing Law

This Plan is governed by the laws of New South Wales, Australia.

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Schedule 1 Dictionary

1 Dictionary

In these Rules, unless the context otherwise requires, the following terms and expressions will have the following meanings:

Applicable Law means any one or more or all, as the context requires of:

(a) the Corporations Act;

(b) the Corporations Regulations;

(c) the ASX Listing Rules;

(d) the Constitution;

(e) the Tax Act;

(f) any practice note, policy statement, regulatory guide, class order, declaration, guideline, policy, procedure, ruling, judicial interpretation or other guidance note made to clarify, expand or amend (a) to (e) above; and

(g) any other legal requirement that applies to the Plan.

Application means a duly completed and executed application for the grant of Rights made by an Eligible Employee in respect of an Offer, in the form approved by the Board from time to time.

ASIC means the Australian Securities and Investments Commission.

Associated Entity means, in relation to the Company, an associated entity of the Company within the meaning of section 50AAA of the Corporations Act, provided that the entity is a body corporate.

ASX means the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of the Australian Securities Exchange as amended from time to time.

Board means the board of directors of the Company.

Business Day means a day on which banks are open for general business in Sydney, New South Wales, excluding Saturdays, Sundays or public holidays.

Company means SkinKandy Limited ACN 636 484 814.

Change of Control Event means any of the events in paragraphs (a) to (e), but does not include the events in paragraphs (f) and (g):

(a) an offer is made for Shares pursuant to a takeover bid under Chapter 6 of the Corporations Act and is, or is declared, unconditional and the bidder has a Relevant Interest in more than 50% of the issued capital of the Company;

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(b) the Court sanctions under Part 5.1 of the Corporations Act a compromise or arrangement relating to the Company, or a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate, other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company;

(c) any other merger, consolidation or amalgamation involving the Company occurs which results in the holders of Shares immediately prior to the merger, consolidation or amalgamation being entitled to 50% or less of the voting shares in the body corporate resulting from the merger, consolidation or amalgamation;

(d) any Group Company enters into agreements to sell all or substantially all, or a majority in value, of the businesses or assets (whether or not in the form of shares in a Group Company) of the Group to a person, or a number of persons, none of which are Group Companies; or

(e) the Board determines in its reasonable opinion that Control of the Company has changed or passed, or is likely to change or pass, to one or more persons, none of which are Group Companies;

(f) any internal reorganisation of the structure, business and/or assets of the Group; or

(g) a person who already holds a Relevant Interest in more than 50% of the issued capital of the Company continuing to hold such a Relevant Interest.

Constitution means the constitution of the Company (as amended from time to time).

Control has the meaning given in section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

Corporations Regulations means the *Corporations Regulations 2001* (Cth), as amended from time to time.

Deal or Dealing means, in relation to a Share or Right:

(a) to sell, transfer, assign, novate, swap, declare a trust over, grant a Security Interest over, dispose of or otherwise alienate or deal with any legal or equitable interest in the Share or Right; or

(b) taking any steps or attempting to do any of the things set out in paragraph (a).

Directors means the directors of the Company.

Employee means a person who is an employee of the Company or of an Associated Entity of the Company.

Expiry Date means, in relation to Rights, the date specified in an Offer as the date on which the Rights will expire and lapse if not exercised, or, if no date is specified in an Offer, the Business Day prior to the 15th anniversary of the date of grant of the Rights.

Eligible Employee means a person who is an Employee or a Director of the Company or of an Associated Entity of the Company, or an individual who provides services to the Company or an Associated Entity of the Company, or any prospective such person, or

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any other person that the Board determines to be eligible to receive a grant under the Rules.

GST Law has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Group Company means a member of the Group.

Group means the Company and each of its Subsidiaries.

Holding Statement means a holding statement issued by the Company's share registry in respect of Shares issued under the Plan.

Liquidity Event means a Change of Control Event or any other transaction, event or state of affairs which the Board determines in its absolute discretion is likely to result in, or should otherwise be treated as, a liquidity event for the purposes of these Rules, including where the Company passes a resolution for the voluntary winding-up of the Company or where an order is made for the compulsory winding up of the Company.

Management means the senior executives and key management personnel of the Company as determined by the Board from time to time.

Offer means an offer made to an Eligible Employee to subscribe for Rights under the Plan.

Participant means an Eligible Employee to whom the Company determines is to be granted Rights under the Plan and to whom Rights have been granted under the Plan.

Performance Right means an entitlement to receive Shares subject to the satisfaction of applicable performance and service conditions.

Plan means the long term incentive plan established in accordance with these Rules.

Relevant Interest has the meaning given in the Corporations Act.

Right means a Performance Right or a Service Right granted under this Plan.

Rules means the rules of the Plan set out in this document.

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature (including the registration and/or perfection of that security interest under the *Personal Property Securities Act 2009* (Cth)).

Service Right means an entitlement to receive Shares subject to the satisfaction of applicable service conditions.

Share means a fully paid ordinary share in the Company.

Shareholder means a holder of Shares.

Shareholder Approval means any prior approvals that need to be obtained from Shareholders of the Company in terms of these Rules before an action is taken or determination made under these Rules and doesn't contemplate the concept of shareholder approval generally.

Subsidiary has the meaning given to that term in the Corporations Act.

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Tax Act means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

2 Interpretation

In these Rules, the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of these Rules;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a rule, term, party, schedule or attachment is a reference to a rule or term of, or party, schedule or attachment to these Rules;

(vi) these Rules includes all schedules, appendices and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than these Rules includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with these Rules are payable in Australian dollars;

(g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Rules or any part of them;

(h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

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(i) in determining the time of day, where relevant to these Rules, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under these Rules, the time of day in the place where the party required to perform an obligation is located;

(a) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(b) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in these Rules, it is to be calculated exclusive of that day, or the day of that act or event.

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SkinKandy.

SkinKandy Limited
ACN 636 484 814

LODGE YOUR VOTE

ONLINE
https://au.investorcentre.mpms.mufg.com

BY MAIL
SkinKandy Limited
C/- MUFG Corporate Markets (AU) Limited
Locked Bag A14
Sydney South NSW 1235 Australia

BY FAX
+61 2 9287 0309

BY HAND*
MUFG Corporate Markets (AU) Limited
Parramatta Square, Level 22, Tower 6,
10 Darcy Street, Parramatta NSW 2150

*During business hours Monday to Friday

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

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SAMPLE

LODGEMENT OF A VOTING FORM

This Voting Form (and any Power of Attorney under which it is signed) must be received at an address given above by **10:00am (AEDT) on Tuesday, 17 November 2026,** being not later than 48 hours before the commencement of the Meeting. Any Voting Form received after that time will not be valid for the scheduled Meeting.

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

ONLINE
https://au.investorcentre.mpms.mufg.com

Login to the Investor Centre website using the holding details as shown on the Voting 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 vote by scanning the QR code adjacent or enter the voting link **https://au.investorcentre.mpms.mufg.com** into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

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

QR Code

HOW TO COMPLETE THIS SHAREHOLDER VOTING 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.**

VOTING UNDER BOX A

If you ticked the box under Box A you are indicating that you wish to vote directly. Please only mark either **"for"** or **"against"** for each item. Do not mark the **"abstain"** box. If you mark the **"abstain"** box for an item, your vote for that item will be invalid.

If no direction is given on all of the items, or if you complete both Box A and Box B, your vote may be passed to the Chairman of the Meeting as your proxy.

Custodians and nominees may identify on this form the total number of votes in each of the categories and their votes will be valid.

If you have lodged a direct vote, and then you attend the Meeting, your attendance will cancel your direct vote.

The Chairman's decision as to whether a direct vote is valid is conclusive.

VOTING UNDER BOX B – 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 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 Voting 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 they choose. 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 attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Voting 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:

(a) on each of the first Voting Form and the second Voting 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

(b) 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 attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" must be received at support@cm.mpms.mufg.com prior to admission in accordance with the Notice of Annual General Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.mpms.mufg.com/en/mufg-corporate-markets.

IF YOU WOULD LIKE TO PARTICIPATE IN AND VOTE AT THE ANNUAL GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU. THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.

NAME SURNAME
ADDRESS LINE 1
ADDRESS LINE 2
ADDRESS LINE 3
ADDRESS LINE 4
ADDRESS LINE 5
ADDRESS LINE 6

X99999999999

VOTING FORM

I/We being a member(s) of SkinKandy Limited and entitled to attend and vote hereby appoint:

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STEP 1 Please mark either A or B

A VOTE DIRECTLY

☐ **elect to lodge my/our vote(s) directly (mark box)**

in relation to the Annual General Meeting of the Company to be held at **10:00am (AEDT) on Thursday, 19 November 2026,** and at any adjournment or postponement of the Meeting.

You should mark either "for" or "against" for each item. Do not mark the "abstain" box.

OR

B 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 of the person or body corporate you are appointing as your proxy

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 **10:00am (AEDT) on Thursday, 19 November 2026 at MUFG Corporate Markets, at level 41, 161 Castlereagh Street, Sydney**(the **Meeting**) and at any postponement or adjournment of the Meeting.

Important for Items 1 & 8: 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 Items 1 & 8, even though the Items 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.

STEP 2

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 Remuneration Report	☐	☐	☐
2	Election of Director Trent Peterson	☐	☐	☐
3	Election of Director Dain Friis	☐	☐	☐
4	Election of Director Renee Jones	☐	☐	☐
5	Re-election of Director Mark Oliphant	☐	☐	☐
6	Election of Director Melanie Wilson	☐	☐	☐
7	Re-election of Director Richard Whiteoak	☐	☐	☐
8	Approval of long-term incentive grant of Performance Rights to Director Dain Friis	☐	☐	☐
9	Appointment of KPMG as Auditor	☐	☐	☐

* 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.

SAMPLE

STEP 3

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).