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IMPORTANT INFORMATION REGARDING GENERAL MEETING

Dear Shareholder

Notice is hereby given that the General Meeting (**Meeting**) of ClearVue Technologies Limited will be held at ClearVue Headquarters, Unit 7, 567 Newcastle Street, West Perth, WA 6005 on **Thursday, 10 June 2021 at 10.00am (WST)**.

The Australian Securities and Investments Commission (**ASIC**) has adopted a temporary 'no-action' position in relation to the convening and holding of shareholder meetings. The position follows on from the *Corporations (Coronavirus Economic Response) Determination (No. 3) 2020* which expired on 21 March 2021. ASIC's 'no action' policy addresses, amongst other things, companies providing shareholders with details of an online location where the contents of a notice of meeting can be viewed and downloaded.

Accordingly, the Company is not sending hard copies of the Meeting materials to shareholders.

Instead, a copy of the Notice is available on the Company's website at **https://www.clearvuepv.com/asx-announcements/**. Alternatively, a complete copy of the meeting documents has been posted to the Company's ASX market announcements page. If you have elected to receive notices by email, a copy of the proxy form will be emailed to you. If you have not elected to receive notices by email, a copy of your proxy form will be posted to you, together with this Letter.

The Company will hold a physical meeting with the appropriate social gathering and physical distancing measures in place to comply with the Federal Government's and State Government's current restrictions on physical gatherings. However, in order to minimise the risk to shareholders and to the Company and its ongoing operations, **Shareholders are encouraged to vote by proxy instead of attending the meeting.**

The situation regarding COVID-19 is evolving rapidly and the Company is following the guidance of the Australian Government. Shareholders are encouraged to monitor the Company's ASX announcements for any further updates in relation to the Meeting.

The Meeting materials are important and should be read in their entirety. If you are in doubt as to the course of action you should follow, you should consult your financial adviser, lawyer, accountant or other professional adviser.

Yours sincerely,

Deborah Ho
Company Secretary

ClearVue Technologies Limited
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CLEARVUE TECHNOLOGIES LIMITED
ACN 071 397 487

NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 10:00am (WST)

DATE: 10 June 2021

PLACE: ClearVue Headquarters
Unit 7
567 Newcastle Street
WEST PERTH WA 6005

The business of the Meeting affects your shareholding and your vote is important.

This Notice of Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 5:00pm (WST) on 8 June 2021.

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BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – REPLACEMENT OF CONSTITUTION

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

> *"That, for the purposes of section 136(2) of the Corporations Act and for all other purposes, approval is given for the Company to repeal its existing Constitution and adopt a new constitution in its place in the form as signed by the chairman of the Meeting for identification purposes."*

2. RESOLUTION 2 – ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR – VICTOR ROSENBERG

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

> *"That, for the purposes of section 208 of the Corporations Act, Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue up to 10,000,000 Performance Rights to Victor Rosenberg (or his nominee) on the terms and conditions set out in the Explanatory Statement."*

Voting Exclusion Statement:
The Company will disregard any votes cast in favour of the Resolution by or on behalf of Mr Victor Rosenberg (or his nominee) and 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 Company) or an associate of that person or those persons.
However, this does not apply to a vote cast in favour of the Resolution by:

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

Voting Prohibition Statement:
A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

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

However, the above prohibition does not apply if:

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

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3. RESOLUTION 3 – CANCELLATION OF PERFORMANCE SHARES

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

> *"That, subject to the passing of Resolutions 2 and 4, for the purposes of ASX Listing Rule 6.23.2 and for all other purposes, approval is given for the Company to cancel 10,000,000 Existing Performance Shares on the terms and conditions set out in the Explanatory Statement."*

Voting Exclusion: The Company will disregard any votes cast in favour of the Resolution by or on behalf of person who holds a Performance Share that is the subject of the approval, or an associate of that person (or those persons).
However, this does not apply to a vote cast in favour of the Resolution by:

(a) a person as a proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

  (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

  (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

4. RESOLUTION 4 – APPROVAL TO MAKE SELECTIVE REDUCTION OF CAPITAL – PERFORMANCE SHARES

To consider and if thought fit, to pass, with or without amendment, the following resolution as a **special resolution**:

> *"That, subject to the passing of Resolutions 2 and 3, in accordance with Section 256C(2) of the Corporations Act and for all other purposes, approval is given for the Company to make a selective reduction of capital and cancel a total of 10,000,000 Performance Shares, on the terms and for the purposes set out in the Explanatory Statement."*

Dated: 4 May 2021

By order of the Board

Deborah Ho
Company Secretary

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Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

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

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

Shareholders and their proxies should be aware that:

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

Voting in person

To vote in person, attend the Meeting at the time, date and place set out above.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 9482 0500.

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EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. RESOLUTION 1 – REPLACEMENT OF CONSTITUTION

1.1 General

A company may modify or repeal its constitution or a provision of its constitution by special resolution of shareholders. Resolution 1 is a special resolution which will enable the Company to repeal its existing Constitution and adopt a new constitution (**Proposed Constitution**) which is of the type required for a listed public company limited by shares updated to ensure it reflects the current provisions of the Corporations Act and Listing Rules. This will incorporate amendments to the Corporations Act and Listing Rules since the current Constitution was adopted.

The Directors believe that it is preferable in the circumstances to replace the existing Constitution with the Proposed Constitution rather than to amend a multitude of specific provisions.

The Proposed Constitution is broadly consistent with the provisions of the existing Constitution. Many of the proposed changes are administrative or minor in nature including but not limited to:

(a) incorporating recent changes to the ASX Listing Rules;

(b) updating references to bodies or legislation which have been renamed; and

(c) expressly providing for statutory rights by mirroring these rights in provisions of the Proposed Constitution.

The Directors believe these amendments are not material nor will they have any significant impact on Shareholders. It is not practicable to list all of the changes to the Constitution in detail in this Explanatory Statement, however, a summary of the proposed material changes is set out below.

A copy of the Proposed Constitution is available for review by Shareholders at the Company's website www.clearvuepv.com and at the office of the Company. A copy of the Proposed Constitution can also be sent to Shareholders upon request to the Company Secretary (+61 8 9480 0500). Shareholders are invited to contact the Company if they have any queries or concerns.

1.2 Summary of material proposed changes

Restricted Securities (clause 2.12)

The Proposed Constitution complies with the recent changes to Listing Rule 15.12 which took effect from 1 December 2019. As a result of these changes, ASX will require certain more significant holders of restricted securities and their controllers (such as related parties, promoters, substantial holders, service providers and their associates) to execute a formal escrow agreement in the form Appendix 9A, as is currently the case. However, for less significant holdings

(such as non-related parties and non-promoters), ASX will permit the Company to issue restriction notices to holders of restricted securities in the form of the new Appendix 9C advising them of the restriction rather than requiring signed restriction agreements.

Direct Voting (clause 13, specifically clauses 13.35 – 13.40)

The Proposed Constitution includes a new provision which allows Shareholders to exercise their voting rights through direct voting (in addition to exercising their existing rights to appoint a proxy). Direct voting is a mechanism by which Shareholders can vote directly on resolutions which are to be determined by poll. Votes cast by direct vote by a Shareholder are taken to have been cast on the poll as if the Shareholder had cast the votes on the poll at the meeting. In order for direct voting to be available, Directors must elect that votes can be cast via direct vote for all or any resolutions and determine the manner appropriate for the casting of direct votes. If such a determination is made by the Directors, the notice of meeting will include information on the application of direct voting.

Partial (proportional) takeover provisions (new clause 36)

A proportional takeover bid is a takeover bid where the offer made to each shareholder is only for a proportion of that shareholder's shares. Pursuant to section 648G of the Corporations Act, the Company has included in the Proposed Constitution a provision whereby a proportional takeover bid for Shares may only proceed after the bid has been approved by a meeting of Shareholders held in accordance with the terms set out in the Corporations Act. This clause of the Proposed Constitution will cease to have effect on the third anniversary of the date of the adoption of last renewal of the clause.

Information required by section 648G of the Corporations Act

Effect of proposed proportional takeover provisions

Where offers have been made under a proportional off-market bid in respect of a class of securities in a company, the registration of a transfer giving effect to a contract resulting from the acceptance of an offer made under such a proportional off-market bid is prohibited unless and until a resolution to approve the proportional off-market bid is passed.

Reasons for proportional takeover provisions

A proportional takeover bid may result in control of the Company changing without Shareholders having the opportunity to dispose of all their Shares. By making a partial bid, a bidder can obtain practical control of the Company by acquiring less than a majority interest. Shareholders are exposed to the risk of being left as a minority in the Company and the risk of the bidder being able to acquire control of the Company without payment of an adequate control premium. These amended provisions allow Shareholders to decide whether a proportional takeover bid is acceptable in principle, and assist in ensuring that any partial bid is appropriately priced.

Knowledge of any acquisition proposals

As at the date of this Notice of Meeting, no Director is aware of any proposal by any person to acquire, or to increase the extent of, a substantial interest in the Company.

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Potential advantages and disadvantages of proportional takeover provisions

The Directors consider that the proportional takeover provisions have no potential advantages or disadvantages for them and that they remain free to make a recommendation on whether an offer under a proportional takeover bid should be accepted.

The potential advantages of the proportional takeover provisions for Shareholders include:

(a) the right to decide by majority vote whether an offer under a proportional takeover bid should proceed;

(b) assisting in preventing Shareholders from being locked in as a minority;

(c) increasing the bargaining power of Shareholders which may assist in ensuring that any proportional takeover bid is adequately priced; and

(d) each individual Shareholder may better assess the likely outcome of the proportional takeover bid by knowing the view of the majority of Shareholders which may assist in deciding whether to accept or reject an offer under the takeover bid.

The potential disadvantages of the proportional takeover provisions for Shareholders include:

(a) proportional takeover bids may be discouraged;

(b) lost opportunity to sell a portion of their Shares at a premium; and

(c) the likelihood of a proportional takeover bid succeeding may be reduced.

Recommendation of the Board

The Directors do not believe the potential disadvantages outweigh the potential advantages of adopting the proportional takeover provisions and as a result consider that the proportional takeover provisions in the Proposed Constitution are in the interest of Shareholders and unanimously recommend that Shareholders vote in favour of Resolution 1.

2. BACKGROUND TO RESOLUTIONS 2 TO 4

The Company is seeking approval:

(a) to issue 10,000,000 Performance Rights (the subject of Resolution 2) to Mr Victor Rosenberg (a director of the Company); and

(b) to cancel 10,000,000 existing Performance Shares (the subject of Resolutions 3 and 4) currently held by Mr Victor Rosenberg.

The existing Performance Shares were originally issued for nil cash consideration to Mr Rosenberg before the Company was admitted to the Official List of ASX:

(a) to align the interests of Mr Rosenberg with those of Shareholders of the Company, in particular the performance milestones attaching to the existing Performance Shares which were focused on creating a

common objective of commercialising the Company's technology by having consistent sales and revenue performance hurdles; and

(b) as a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of the benefit allowed the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Mr Rosenberg.

As set out below, the Company is now proposing to issue new Performance Rights to Mr Rosenberg and cancel the existing Performance Shares held by Mr Rosenberg as a result of delays in the completion of product certification and further delays caused by COVID-19.

2.2 Reasons for the Proposed Issue of Performance Rights and Cancellation of Performance Shares

(a) **Delays in Completion of Product Certification**

The Company announced on 28 November 2019 that it had received confirmation that its PV IGU product had met all the requirements for UL 61730 certification. This certification is a key requirement for sales of the Company's products in the USA and other international markets.

The Company further announced on 9 December 2019 that it had received confirmation that its PV IGU product had met all the requirements for IEC 61730 and IEC 61215 certification. This certification is a key requirement for sales of the Company's products in the USA, Europe and other international markets.

While the above confirmations represented a significant achievement for the Company, there were significant delays in the completion of the certification process. At the time of the Company's admission to the Official List in May 2018 and the issue of its IPO prospectus, the Company fully expected that a testing process for the Company's products already existed and, based on early conversations with UL (formerly Underwriters Laboratories), an indicative testing timeline of approximately 3 months for product certification was anticipated.

In late November 2018, following the Company's visit and launch into the USA (see: Announcement of 14 November 2018), the Company met with UL to discuss the commencement of its certification testing. At that time, and after having supplied samples of the Company's product to UL, UL advised that no protocol existed for certification of the Company's products and that an agreed testing protocol would need to be developed for the Company's products. The UL confirmed that they would be unable to give a timeline for the testing as they had not seen a product like the Company's that included features of double and triple glazed windows with solar PV elements – they had tests for glazing products and for solar panel products but nothing combining the two together into a single product.

The Company worked with UL to develop a testing protocol and complete product testing under that protocol over the next approximately 12 months (see: Announcement of 28 November 2019 **and** Announcement of 9 December 2019). The same issue arose with the International Electrotechnical Commission (**IEC**) responsible for European certification of the Company's products. The IEC testing

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protocol was developed following the work with UL with IEC seeking to harmonise its testing regime and certification numbers with UL. This was a major setback in the Company's plans to release its product for commercial sales and delayed the Company by at least 9 to 10 months. Given these delays, the Company was unable to sell its products commercially which meant the milestones attaching to the existing Performance Shares held by Mr Rosenberg could not be met. The Board is of the opinion that these delays (which were effectively caused by the novelty of the Company's technology and the lack of existing certification testing for such new technology) mean that the Performance Rights (which are on the same terms as the existing Performance Shares other than the expiry date) should be issued to Mr Rosenberg in substitution for the existing Performance Shares held by him which are proposed to be cancelled.

(b) **Delays Caused by COVID-19**

The Company has also experienced the unprecedented effects and uncertainty that the COVID-19 crisis has had on the market in which the Company operates.

Once the certifications (referred to above) were announced in November and December 2019 respectively, the Company hit the Christmas and holiday season where progress was slow until sales activity started to pick up in February 2020. By mid-March 2020, the global economy was starting to be impacted by the effects of the COVID-19 pandemic with international travel borders being closed and lockdowns occurring across Australia.

The Company has suffered the following impacts from COVID-19:

- Inability to travel to customers - online selling for the Company's product is difficult – sales are very large one-off customised sales for large scale building projects and generally require face to face meetings and for people to see the product (especially while it remains new and unproven in the market);

- Inability to travel to and present and demonstrate at major international glazing industry trade shows – most of which were being cancelled;

- Whilst architects and façade engineers globally have remained willing to discuss project opportunities with the Company during the last year, a large majority of their customer projects and opportunities were being put on hold due to uncertainty flowing from the pandemic. This continues to be the case currently;

- The Company's suppliers for components are located in Taiwan and China – the impacts of the pandemic have slowed manufacturing and shipping times for product components and the political uncertainty created by the pandemic and the US trade war is adding to that;

- In addition to the product certification testing, the Company's original equipment manufacturer supplier factories in Taiwan and China need to be inspected by both UL and IEC for quality control. This is a required step after the product certifications.

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For the supplier in Taiwan, this has still been impossible due to travel bans;

- It is impossible for the Company (or anyone) to predict how the pandemic will continue to impact the global economy, however the Company expects that international travel bans will remain in force for some time. The impact of this will be that may be that the Company's ability to sell its products will likely be hampered.

Given these impacts, the Company has been unable to easily sell its products commercially impacting the milestones attaching to the existing Performance Shares currently held by Mr Rosenberg. The Company expects that the impact of the COVID-19 pandemic may also continue to slow its global market entry over the next few years (at least).

(c) **Summary**

The delays in the completion of product certification and delays caused by COVID-19 (each of which were completely outside the control of the Company or Mr Rosenberg) have resulted in delays in the sales of the Company's products. This has deemed the existing Performance Shares held by Mr Rosenberg to be of no value, as the performance hurdles are unable to be met as a result of the aforementioned delays. Please refer to the independent valuation of the Performance Shares set out in Schedule 2 for further details.

Accordingly, the Company is seeking approval to cancel the existing Performance Shares held by Mr Rosenberg and issue him new Performance Rights (on the same terms and conditions as the existing Performance Shares but with an extended expiry date), to ensure that Mr Rosenberg is appropriately remunerated and incentivised.

3. RESOLUTION 2 – ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR – VICTOR ROSENBERG

3.1 General

The Company has agreed, subject to obtaining Shareholder approval, to issue up to 10,000,000 performance rights (**Performance Rights**) to Mr Victor Rosenberg (or his nominee) on the terms and conditions set out below.

Resolution 2 seeks Shareholder approval for the issue of the Performance Rights to Mr Victor Rosenberg (or his nominee).

3.2 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

(a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and

(b) give the benefit within 15 months following such approval,

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unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue of Performance Rights to Victor Rosenberg constitutes giving a financial benefit and Mr Rosenberg is a related party of the Company by virtue of being a Director. The Board of the Company has resolved that the exceptions set out in sections 210 to 216 of the Corporations Act do not apply to the issue of the Performance Rights. Accordingly, Shareholder approval for the issue of Performance Rights to Mr Rosenberg is sought in accordance with Chapter 2E of the Corporations Act.

3.3 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

10.11.1 a related party;

10.11.2 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;

10.11.3 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;

10.11.4 an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or

10.11.5 a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of Performance Rights falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

Resolution 2 seeks the required Shareholder approval for the issue of the Performance Rights under and for the purposes of Listing Rule 10.11.

3.4 Technical information required by Listing Rule 14.1A

If Resolution 2 is passed, the Company will be able to proceed with the issue of the Performance Rights to Mr Victor Rosenberg within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue of the Performance Rights (because approval is being obtained under Listing Rule 10.11), the issue of the Performance Rights will not use up any of the Company's 15% annual placement capacity.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the Performance Rights and alternate remuneration may need to be negotiated with Mr Victor Rosenberg.

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3.5 Technical Information required by Listing Rule 10.13 and section 219 of the Corporations Act

Pursuant to and in accordance with Listing Rule 10.13 and section 219 of the Corporations Act, the following information is provided in relation to Resolution 2:

(a) the Performance Rights will be issued to Mr Victor Rosneberg (or his nominee), who falls within the category set out in Listing Rule 10.11.1 as Mr Victor Rosenberg is a related party of the Company by virtue of being a Director;

(b) the maximum number of Performance Rights to be issued is 10,000,000;

(c) the terms and conditions of the Performance Rights are set out in Schedule 1;

(d) the Performance Rights will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of all of the Performance Rights will occur on the same date;

(e) the issue price of the Performance Rights will be nil. The Company will not receive any other consideration in respect of the issue of the Performance Rights;

(f) the purpose of the issue of the Performance Rights is to provide a performance linked incentive component in the remuneration package for Mr Victor Rosenberg to motivate and reward his performance as a Director and to provide cost effective remuneration to Mr Victor Rosenberg, enabling the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Mr Victor Rosenberg. The Performance Rights effectively replace the existing Performance Shares currently held by Mr Rosenberg which are now of no value, as the performance hurdles are unable to be met as a result of the delays summarised in Section 2.2 above;

(g) the Performance Rights are unquoted Performance Rights. The Company has agreed to issue the Performance Rights to Mr Rosenberg for the following reasons:

    (i) the Performance Rights are unquoted; therefore, the issue of the Performance Rights has no immediate dilutionary impact on Shareholders; and

    (ii) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in issuing the Performance Rights on the terms proposed;

(h) the number of Performance Rights to be issued to Mr Rosenberg has been determined based upon a consideration of the number of existing Performance Shares currently held by Mr Rosenberg and incentives to attract and retain the service of Mr Rosenberg who has appropriate knowledge and expertise, while maintaining the Company's cash reserves;

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(i) the total remuneration package for Mr Rosenberg for the previous financial year and the proposed total remuneration package for the current financial year are set out below:

Related Party	Current Financial Year	Previous Financial Year[1]
Victor Rosenberg	$232,000	226,000

Notes:

1. Comprising Directors' fees of $183,323, a superannuation payment of $18,740 and other payments of $23,937. Refer to page 13 of the Company's annual report for the year ended 30 June 2020.

(j) the value of the Performance Rights and the pricing methodology is set out in Schedule 2

(k) the Performance Rights are not being issued under an agreement;

(l) the relevant interests of Mr Rosenberg in securities of the Company as at the date of this Notice are set out below:

Related Party	Shares[1]	Options[2]	Performance Shares[3]	Performance Rights
Victor Rosenberg	22,410,099	22,660,099	10,000,000	Nil

Notes:

1. Fully paid ordinary shares in the capital of the Company (ASX: CPV).
2. Unquoted Options exercisable at $0.25 each on or before 21 June 2021.
3. To be cancelled, subject to the Shareholders approving Resolutions 3 and 4.

(m) if the Performance Rights issued to Mr Rosenberg vest and are converted, a total of 10,000,000 Shares would be issued. This will increase the number of Shares on issue from 156,999,391 Shares (being the total number of Shares on issue as at the date of this Notice) to 166,999,391 Shares (assuming that no Shares are issued and no convertible securities vest or are exercised) with the effect that the shareholding of existing Shareholders would be diluted by an aggregate of 5.99%, by Mr Rosenberg (on an undiluted basis);

(n) the trading history of the Shares on ASX in the 12 months before the date of this Notice is set out below:

	Price	Date
Highest	$0.99	20 April 2021
Lowest	$0.097	15 August 2020
Last	$0.825	30 April 2021

(o) Victor Rosenberg is an executive Director of the Company and therefore the Board believes that the issue of the Performance Rights to Mr Rosenberg is in line with Recommendation 8.2 of the 4th edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations;

(p) the Board (exlcuding Mr Rosenberg) recommends that Shareholders vote in favour of Resolution 2 for the reasons set out in Sections 3.5(f) and (g). In forming their recommendation, the Board (excluding Mr Rosenberg) considered the experience of Mr Rosenberg, the number of Performance Shares currently held by him (and to be cancelled pursuant to Resolutions 3 and 4), the delays described in Section 2.2 of this Notice, the current market price of Shares, the current market standards and practices when determining the number of Performance Rights to be issued to Mr Rosenberg, as well as the vesting conditions and lapse date of those Performance Rights; and

(q) the Board is not aware of any other information that is reasonably required by Shareholders to allow them to decide whether it is in the best interests of the Company to pass Resolution 2.

4. RESOLUTION 3 – CANCELLATION OF PERFORMANCE SHARES

4.1 General

Prior to the Company's admission to the official list of the ASX, Victor Rosenberg, was issued 10,000,000 performance shares (**Existing Performance Shares**). Refer to sections 8.2 and 11.4 of the Company's prospectus dated 26 February 2018 for more information.

The Board has recently agreed to cancel the Existing Performance Shares and issue new Performance Rights (the subject of Resolution 2), subject to the receipt of Shareholder approval.

Resolution 3 seeks Shareholder approval, for the purposes of ASX Listing Rule 6.23.2, for the cancellation of Existing Performance Shares held by Mr Victor Rosenberg (subject to, and conditional upon, Shareholders approving Resolution 2).

4.2 ASX Listing Rule 6.23.2

ASX Listing Rule 6.23.2 provides that a change which has the effect of cancelling a performance share for consideration can only be made if holders of ordinary securities approve the change.

As the Company intends to issue 10,000,000 Performance Rights and cancel the Existing Performance Shares held by Mr Victor Rosenberg, Resolution 3 seeks Shareholder approval for the cancellation under ASX Listing Rule 6.23.2.

4.3 Technical information required by Listing Rule 14.1A

If Resolution 3 is passed (and subject to Resolutions 2 and 4 being passed), the Company will be able to proceed with the cancellation of the Existing Performance Shares and the issue of the Performance Rights to Mr Victor Rosenberg.

If Resolution 3 (or Resolutions 2 and 4) is not passed, the Company will not be able to proceed with the cancellation of the Existing Performance Shares, and may need to renegotiate the incentive securities which are to be issued to Mr Victor Rosenberg.

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4.4 Additional Information

10,000,000 Existing Performance Shares will be cancelled (comprising of 1,000,000 Class A Performance Shares, 3,000,000 Class B Performance Shares and 6,000,000 Class C Performance Shares). Refer to section 11.4 of the Company's prospectus dated 26 February 2018 for the terms of each class of the Existing Performance Shares.

5. RESOLUTION 4 – APPROVAL TO MAKE SELECTIVE REDUCTION OF CAPITAL – PERFORMANCE SHARES

5.1 Background

The Company is seeking the requisite approval of Shareholders required under the Corporations Act (in addition to that required by the ASX Listing Rules, pursuant to Resolution 3) for the selective reduction and cancellation of the Performance Shares held by Mr Victor Rosenberg (**Selective Capital Reduction**). The milestone events attaching to the Performance Shares have not been achieved and none of the Performance Shares have been converted into Shares.

This Resolution is a special resolution, and therefore requires not less than 75% of all votes cast on the Resolution to be in favour of the Resolution for it to be passed.

5.2 Corporations Act

Pursuant to section 256C of the Corporations Act, a company may make a selective capital reduction if it is approved by a special resolution passed at a general meeting of the Company, with no votes being cast in favour of the resolution by any person who is to receive consideration as part of the reduction or whose liability to pay amounts unpaid on shares is to be reduced.

The Corporations Act provides that the rules relating to a reduction of share capital are designed to protect the interests of shareholders and creditors by:

(a) addressing the risk of the transaction leading to the Company's solvency;

(b) seeking to ensure fairness between the shareholders of the Company; and

(c) requiring the Company to disclose all material information.

In particular, section 256B of the Corporations Act requires that a Company may only reduce its capital if:

(a) it is fair and reasonable to the shareholders as a whole;

(b) it does not materially prejudice the Company's ability to pay its creditors; and

(c) it is approved by shareholders in accordance with section 256C of the Corporations Act.

Section 256C(4) of the Corporations Act requires that the Company must include with the Notice a statement setting out all information known to the Company that is material to the decision on how to vote on the resolution. However, the

Company does not have to disclose information if it would be unreasonable to require the Company to do so because the Company had previously disclosed the information to shareholders.

The Directors (other than Mr Rosenberg, who abstains from providing an opinion) believe that the Selective Capital Reduction as proposed is fair and reasonable to Shareholders for the following reasons:

(a) the Selective Capital Reduction will only result in the cancellation of Performance Shares issued to Mr Victor Rosenberg as the sole performance shareholder;

(b) the Selective Capital Reduction will not materially prejudice the Company's ability to pay its creditors and will have minimal financial effect on the Company; and

(c) the financial effect on cash reserves of the Selective Capital Reduction on the Company will be nil as no cash consideration is being provided for the Selective Capital Reduction.

The Directors (other than Mr Rosenberg, who abstains from providing an opinion) do not consider that there are any material disadvantages to the Company undertaking the Selective Capital Reduction.

Pursuant to section 256C(2) of the Corporations Act, a selective reduction of capital must be approved by either:

(a) a special resolution passed at a general meeting of the Company, with no votes being cast in favour of the resolution by any person who is to receive consideration as part of the reduction or whose liability to pay amounts unpaid on shares is to be reduced, or by their associates; or

(b) a resolution agreed to, at a general meeting by all Shareholders.

In addition, section 256C(2) provides that if the reduction involves the cancellation of shares, the reduction must also be approved by a special resolution passed at a meeting of the shareholders whose shares are to be cancelled. In lieu of this requirement, Mr Victor Rosenberg has provided his written approval to the Company for the cancellation of the Performance Shares and have agreed to waive any applicable notice period.

5.3 Summary of and Effect of Proposed Selective Capital Reduction

The overall effect of the Selective Capital Reduction is to reduce the number of this particular class of Performance Shares currently on issue from 10,000,000 to nil.

As the milestone events attached to the Performance Shares have not been achieved and none of the Performance Shares have been converted into Shares, on completion of the Selective Capital Reduction of the Performance Shares, there will be no change to the control of the Company and the percentage of the Company owned by each Shareholder will remain the same.

5.4 Interests of Directors

As detailed above, Mr Victor Rosenberg has an interest in the Selective Capital Reduction and therefore makes no recommendation in relation to Resolution 4.

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The Directors (other than Victor Rosenberg as the sole holder of the Performance Shares) do not have any material interest in the outcome of this Resolution other than as a result of their interest arising solely in the capacity as Shareholders. The Directors (other than Victor Rosenberg) do not have any interest in any Performance Shares.

The Directors (other than Victor Rosenberg) believe that the Selective Capital Reduction will not materially prejudice the Company's ability to pay its creditors because the Selective Capital Reduction is being made for nil cash consideration and will have sufficient cash reserves to meet its financial commitments.

Accordingly, the Directors (other than Victor Rosenberg) recommend that Shareholders vote in favour of this Resolution as they consider the proposed reduction of capital to be fair and reasonable and in the best interests of Shareholders.

5.5 Other Material Information

There is no information material to the making of a decision by a Shareholder whether or not to approve this Resolution being information that is known to any of the Directors and which has not been previously disclosed to Shareholders, other than as disclosed in this Explanatory Statement.

Once this Resolution is passed by Shareholders, the Company will not make the reduction of capital until at least 14 days after lodgement of this Resolution with the ASIC.

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GLOSSARY

$ means Australian dollars.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

Board means the current board of directors of the Company.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Chair means the chair of the Meeting.

Closely Related Party of a member of the Key Management Personnel means:

(a) a spouse or child of the member;

(b) a child of the member's spouse;

(c) a dependent of the member or the member's spouse;

(d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;

(e) a company the member controls; or

(f) a person prescribed by the Corporations Regulations 2001 (Cth) for the purposes of the definition of 'closely related party' in the Corporations Act.

Company means ClearVue Technologies Limited (ACN 071 397 487).

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Existing Performance Share has the meaning as at Section 4.1.

Explanatory Statement means the explanatory statement accompanying the Notice.

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

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Listing Rules means the Listing Rules of ASX.

Notice or **Notice of Meeting** means this notice of meeting including the Explanatory Statement and the Proxy Form.

Performance Right means a performance right issued on the terms detailed at Schedule 1.

Proxy Form means the proxy form accompanying the Notice.

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

Section means a section of the Explanatory Statement.

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

Shareholder means a registered holder of a Share.

WST means Western Standard Time as observed in Perth, Western Australia.

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SCHEDULE 1 – TERMS OF PERFORMANCE RIGHTS

The terms and conditions of the Performance Rights are as follows:

Definitions:

ClearVue Orders means aggregate orders for ClearVue Products received by the Company and/or any licensees of the ClearVue Technology.

ClearVue Payments means the amount of fees and royalties received by the Company from licencees of the ClearVue Technology.

ClearVue Products means products comprising or employing all or a part of the ClearVue Technology.

ClearVue Technology means the technology portfolio owned by the Company, including pending, current, and future provisional patent/s, patent/s and design protection registrations.

(a) **Notification to holder**

The Company must notify the holder within 5 Business Days if a Milestone has been achieved.

(b) **Conversion**

Subject to paragraph (k), upon achieving the Milestone, each Performance Right will, at the election of the holder by notice to the Company in writing, convert into 1 Share.

(c) **Issue of Shares**

The Company will issue Shares within 15 Business Days after the Company receives notice from the holder in accordance with paragraph (b).

(d) **Share ranking**

All Shares issued upon the conversion of Performance Rights will upon issue rank pari passu in all respects with other Shares.

(e) **Application to ASX**

The Performance Rights will not be quoted on ASX. The Company must apply for the official quotation of a Share issued on conversion of a Performance Right on ASX within the time period required by the ASX Listing Rules.

(f) **Transfer of Performance Rights**

The Performance Rights are not transferable.

(g) **Lapse of a Performance Right**

If the Milestone attached to the relevant Performance Right has not been satisfied by the relevant date set out below, the relevant Performance Right will automatically lapse on the date which is 5 years from the date of issue of the Performance Right. For the avoidance of doubt, a Performance Right will not lapse in the event a relevant Milestone is met before the relevant date and the Shares the subject of a conversion are deferred in accordance with paragraph (k) below.

(h) **Participation in new issues**

A Performance Right does not entitle a holder (in their capacity as a holder of a Performance Right) to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

(i) **Reorganisation of capital**

If at any time the issued capital of the Company is reconstructed, all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

(j) **Dividend and Voting Rights**

The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.

(k) **Deferral of conversion if resulting in a prohibited acquisition of Shares**

If the conversion of a Performance Right under paragraph (b) would result in any person being in contravention of section 606(1) of the *Corporations Act 2001* (Cth) (**General Prohibition**) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:

(i) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and

(ii) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph (k)(i) within seven days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

(l) **Conversion on change of control**

Subject to paragraph (k) above and notwithstanding the relevant Milestone has not been satisfied, upon the occurrence of either:

(i) a takeover bid under Chapter 6 of the Corporations Act 2001 (Cth) having been made in respect of the Company having received acceptances for more than 50% of the Company's Shares on issue and being declared unconditional by the bidder; or

(ii) a Court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies,

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the Performance Rights shall automatically convert into Shares, provided that if the number of Shares that would be issued upon such conversion is greater than 10% of the Company's Shares on issue as at the date of conversion, then that number of Performance Rights that is equal to 10% of the Company's Shares on issue as at the date of conversion under this paragraph will automatically convert into an equivalent number of Shares. The conversion will be completed on a pro rata basis across each class of Performance Rights then on issue as well as on a pro rata basis for each holder of Performance Rights. Performance Rights that are not converted into Shares under this paragraph will continue to be held by the holder on the same terms and conditions.

(m) **No rights to return of capital**

A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

(n) **Rights on winding up**

A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.

(o) **Tax Deferral**

For the avoidance of doubt, Subdivision 83A-C of the Income Tax Assessment Act 1997¸ which enables tax deferral on performance rights, applies (subject to the conditions in that Act) to the Performance Rights.

(p) **No other rights**

A Performance Right gives the holder no rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

(q) **ASX Listing Rule compliance**

The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.

Conversion of the Performance Rights

(r) **Milestones**

Subject to sub-paragraph (k), a Performance Right will vest and be convertible into one (1) Share on the achievement of the following milestones:

(i) **Class A Performance Rights**

(A) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $2,000,000 within a period of 24 months commencing on the date of issue of the Performance Rights (**Issue Date**) (**Class A Milestone 1**), each Class A Performance Right will vest and be convertible into one Share; or

(B) in the event that Class A Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7,000,000 within a period of 36 months from the Issue Date (**Class A Milestone 2**),

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each Class A Performance Right will vest and be convertible into one Share; or

(C) in the event that neither Class A Milestone 1 or Class A Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17,000,000 within a period of 48 months from the Issue Date, each Class A Performance Right will vest and be convertible into one Share.

(ii) **Class B Performance Rights**

(A) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $5,000,000 within a period of 24 to 36 months from the Issue Date (**Class B Milestone 1**), each Class B Performance Right will vest and be convertible into one Share; or

(B) in the event that Class B Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7,000,000 within a period of 36 months from the Issue Date (**Class B Milestone 2**), each Class B Performance Right will vest and be convertible into one Share; or

(C) in the event that neither Class B Milestone 1 or Class B Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17,000,000 within a period of 48 months from the Issue Date, each Class B Performance Right will vest and be convertible into one Share.

(iii) **Class C Performance Rights**

(A) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $10,000,000 within a period of 36 to 48 months from the Issue Date (**Class C Milestone 1**), each Class C Performance Right will vest and be convertible into one Share; or

(B) In the event that Class C Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17,000,000 within a period of 48 months from the Issue Date, each Class C Performance Right will vest and be convertible into one Share.

(Each referred to as a **Milestone**). A Performance Right will only vest and be able to be converted into a Share by a holder subject to the achievement of the respective Milestone in paragraph (r), after the Company's auditor verifies that the relevant Milestone has been met.

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SCHEDULE 2 – VALUATION OF EXISTING PERFORMANCE SHARES TO BE CANCELLED AND NEW PERFORMANCE RIGHTS TO BE ISSUED

The Performance Shares held by Victor Rosenberg to be cancelled pursuant to Resolutions 3 and 4 and the Performance Rights to be issued to Victor Rosenberg pursuant to Resolution 2 have been independently valued by BDO Corporate Finance (WA) Pty Ltd.

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CLEARVUE TECHNOLOGIES LIMITED

Valuation of performance shares and performance rights

3 May 2021

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3 May 2021

The Directors
ClearVue Technologies Limited
16 Ord Street
West Perth, WA, 6005

Dear Directors

VALUATION OF PERFORMANCE RIGHTS

This report (**'Report'**) has been prepared by BDO Corporate Finance (WA) Pty Ltd (**'BDO'**) in connection with the valuation of the performance shares (**'the Performance Shares'**) previously granted, and the performance rights (**'the Rights'**) intended to be granted by ClearVue Technologies Limited (**'ClearVue'** or **'the Company'**), for inclusion in a Notice of Meeting.

This document has been prepared solely for the directors of ClearVue for the purpose stated herein and should not be relied upon for any other purpose. This report is strictly confidential and, except to the extent required by applicable law and regulation, must not be released to any third party without our express written consent in each instance that we may at our discretion grant, withhold or grant subject to conditions. BDO accepts no duty of care to any third party for this report.

The information used by BDO in preparing this report has been obtained from a variety of sources as indicated within the report. While our work has involved analysis of financial information and accounting records, it has not included an audit in accordance with generally accepted auditing standards. Accordingly we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided to us by and on your behalf.

If you require any clarification or further information, please do not hesitate to contact Adam Myers on (08) 6382 4751.

Yours faithfully
BDO Corporate Finance (WA) Pty Ltd

Adam Myers
Director

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1. INTRODUCTION

On 16 January 2018, ClearVue issued 10 million Performance Shares (1 million Class A Performance Shares, 3 million Class B Performance Shares, and 6 million Class C Performance Shares) to Mr Victor Rosenberg (‘**Mr Rosenberg**’). As at the date of our Report, the milestones attached to the Performance Shares held by Mr Rosenberg have not been achieved. The existing Performance Shares will lapse on 25 May 2022, and, as advised by Management, are expected to lapse unvested as the milestones attached will not be achieved. Management have proposed that Mr Rosenberg be issued new Performance Rights, under the same terms as his existing Performance Shares, however with an extension of the timelines provided to achieve the milestones.

BDO has been engaged by ClearVue to undertake a valuation of the Performance Shares held by Mr Rosenberg, and a valuation of the Performance Rights to be issued to Mr Rosenberg, for inclusion in the Company’s Notice of Meeting.

The key information we have received and used in our valuation is set out in Appendix 1.

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2. VALUATION OF EXISTING PERFORMANCE SHARES

ClearVue has previously engaged an advisor to provide a valuation of the Performance Shares issued to Mr Rosenberg, which we have outlined in the table below.

Item	Class A Performance Shares	Class B Performance Shares	Class C Performance Shares
Underlying security spot price	$0.160	$0.160	$0.160
Exercise price	Nil	Nil	Nil
Valuation Date	15-Dec-17	15-Dec-17	15-Dec-17
Expiry date	14-Dec-20	14-Dec-20	14-Dec-20
Life of the Performance Shares	3.00	3.00	3.00
Volatility	100%	100%	100%
Dividend yield	Nil	Nil	Nil
Risk-free rate	2.06%	2.06%	2.06%
Valuation per Performance Share	$0.160	$0.160	$0.160
Vesting probability	85%	85%	85%
Adjusted valuation	$0.136	$0.136	$0.136

Source: Provided by ClearVue management

Our valuation of the Performance Shares held by Mr Rosenberg as at 29 April 2021 is outlined below.

Item	Class A Performance Shares	Class B Performance Shares	Class C Performance Shares
Underlying security spot price	$0.830	$0.830	$0.830
Valuation Date	29-Apr-21	29-Apr-21	29-Apr-21
Valuation of Performance Shares	$0.830	$0.830	$0.830
Adjusted vesting probability	0%	0%	0%
BDO Valuation	$0.000	$0.000	$0.000

Source: BDO analysis

We note that the above values are based on the assumption that the Performance Shares will lapse unvested on 25 May 2022. As a result, we consider that a vesting probability of 0% is a reasonable estimate of the likelihood of the milestones attached to the Performance Shares being achieved.

Management has also advised that according to the Employment Agreements and the Prospectus, if the relevant milestones are not achieved by the expiry date, then each Performance Share will be automatically redeemed by the Company for the sum of $0.00001, within 10 business days of expiry. Accordingly a position could be taken that due to this clause and accordingly a value of $0.00001 could be considered to represent the market value.

BDO has not provided advice on the taxation implications of the transaction and has not formed a view on the application of either the CGT or Employee Share Scheme provisions.

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3. TERMS OF THE RIGHTS

We understand the terms of the Rights to be issued are as follows:

Item	Class A Performance Rights	Class B Performance Rights	Class C Performance Rights
Number of Rights	1,000,000	3,000,000	6,000,000
Exercise price	Nil	Nil	Nil
Valuation Date	29-Apr-21	29-Apr-21	29-Apr-21
Measurement period end date	29-Apr-25	29-Apr-25	29-Apr-25
Performance period (years)	4.00	4.00	4.00
Vesting Conditions	Refer note 1	Refer note 2	Refer note 3

Notes:

1. The Class A Performance Rights vest based on the achievement of the following conditions:
    a. In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $2 million within a period of 24 months commencing on the date of issue of the Performance Rights (**'Issue Date'**) (**'Class A Milestone 1'**), each Class A Performance Right will vest and be convertible into one Share; or
    b. In the event that Class A Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7 million within a period of 36 months from the Issue Date (**'Class A Milestone 2'**), each Class A Performance Right will vest and be convertible into one Share; or
    c. In the event that neither Class A Milestone 1 or Class A Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17 million within a period of 48 months from the Issue Date, each Class A Performance Right will vest and be convertible into one Share.

2. The Class B Performance Rights vest based on the achievement of the following conditions:

    a. In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $5 million within a period of 24-36 months from the Issue Date (**'Class B Milestone 1'**), each Class B Performance Right will vest and be convertible into one Share; or

    b. In the event that Class B Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7 million within a period of 36 months from the Issue Date (**'Class B Milestone 2'**), each Class B Performance Right will vest and be convertible into one Share; or

    c. In the event that neither Class B Milestone 1 nor Class B Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17 million within a period of 48 months from the Issue Date, each Class B Performance Right will vest and be convertible into one Share.

3. The Class C Performance Rights vest based on the achievement of the following conditions:

    a. In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $10 million within a period of 36-48 months from the Issue Date (**'Class C Milestone 1'**), each Class C Performance Right will vest and be convertible into one Share; or

    b. In the event that Class C Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17 million within a period of 48 months from the Issue Date, each Class C Performance Right will vest and be convertible into one Share.

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4. VALUATION METHODOLOGY

According to AASB 2 paragraph 19, "Vesting conditions, other than market conditions, shall not be taken into account when estimating the fair value of the shares or share options at the measurement date. Instead, vesting conditions shall be taken into account by adjusting the number of equity instruments included in the measurement of the transaction amount so that, ultimately, the amount recognised for goods and services received as consideration for the equity instruments granted shall be based on the number of equity instruments that eventually vest."

Rights with non-market based vesting conditions can be exercised at any time following vesting up to expiry date, and as such are more suitably valued using a Black Scholes option pricing model.

Option pricing models assume that the exercise of the Rights does not affect the value of the underlying asset. Under AASB 2 'Share Based Payment' and option valuation theory, no discount is made to the fundamental value derived from the option valuation model for unlisted options or rights over listed shares.

5. VALUATION OF PERFORMANCE RIGHTS

In valuing the Rights, we made the following assumptions:

5.1 Valuation Date

The Rights are intended to be approved by shareholders at a meeting which is yet to be held. For the purpose of our valuation we have valued the Rights as at 29 April 2021 ('**Valuation Date**').

5.2 Current Price of the Underlying Shares

The valuation of the Rights is for inclusion in the Company's Notice of Meeting. As such, the closing market share price of ClearVue as at the Valuation Date is the value of the Company's shares that we have adopted for our valuation. The share price of ClearVue as at 29 April 2021 was $0.830, which we have used as an input in our option pricing models for valuing the Rights.

5.3 Exercise Price of the Rights

In the event that the performance milestones are met, there is no consideration required for converting the Rights into fully paid ordinary shares in ClearVue. Therefore, we have used an exercise price of nil in our pricing model.

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5.4 Performance period

The performance period represents the period of time over which the performance milestones are assessed. We have estimated the life of the Rights for the purpose of our valuation. The minimum life of the Rights is the length of any vesting period. The maximum life is based on the expiry date, which is 48 months (4.00 years) for the Class A, Class B and Class C Rights.

The performance milestones are assessed at any point over the performance period, being 4.00 years. This also represents the maximum life as the Rights expire at the end of the performance period. As such, we have used the expiry date and end of the performance period to determine the effective life of the Rights, being 4.00 years, which we have input in our pricing model.

5.5 Expected Volatility of the Share Price

Expected volatility is a measure of the amount by which a price is expected to fluctuate during a period. The measure of volatility used in option pricing models is the annualised standard deviation of the continuously compounded rates of return on the share over a period of time.

Many techniques can be applied in determining volatility, with a summary of the methods we use below:

- the square root of the mean of the squared deviations of closing prices from a sample. This can be calculated using a combination of the opening, high, low, and closing share prices each day the underlying security trades for all days in the sample time period chosen;
- the exponential weighted moving average model adopts the closing share price of the Company in a given time period. The model estimates a smoothing constant using the maximum likelihood method, which estimates volatility assuming that volatility is not a constant measure and is predicted to change in the future; and
- the generalised autoregressive conditional heteroscedasticity model. This model takes into account periods of time where volatility may be higher than normal and/or lower than normal, as well as the tendency for the volatility to run at its long run average level after such periods of abnormality. The model will calculate the rate at which this is likely to occur from the sample of prices thereby enabling estimates of future volatility by time to be made.

The recent volatility of the share price of ClearVue was calculated for one, two, and three year periods, using data extracted from Bloomberg. For the purpose of our valuation, we used a future estimated volatility level of 100% for ClearVue in our pricing model.

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5.6 Risk-free Rate of Interest

We have used the Australian Government 5-year bond rate for valuing the Rights as at the Valuation Date as a proxy for the risk-free rate. The most recently available 5-year Australian government bond rate prior to our Valuation Date was 0.685%.

5.7 Dividends Expected on the Shares

ClearVue is currently unlikely to pay a dividend during the life of the Rights. Therefore, we have assumed a dividend yield of nil in our option pricing models.

5.8 Vesting Conditions

The vesting conditions for the Rights are set out below:

Item	Vesting Condition
Class A Performance Rights	a) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $2 million within a period of 24 months commencing on the Issue Date, each Class A Performance Right will vest and be convertible into one Share; or b) In the event that Class A Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7 million within a period of 36 months from the Issue Date, each Class A Performance Right will vest and be convertible into one Share; or c) In the event that neither Class A Milestone 1 or Class A Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17 million within a period of 48 months from the Issue Date, each Class A Performance Right will vest and be convertible into one Share.
Class B Performance Rights	a) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $5 million within a period of 24-36 months from the Issue Date, each Class B Performance Right will vest and be convertible into one Share; or

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Item	Vesting Condition
	b) In the event that Class B Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $7 million within a period of 36 months from the Issue Date, each Class B Performance Right will vest and be convertible into one Share; or c) In the event that neither Class B Milestone 1 or Class B Milestone 2 is satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17 million within a period of 48 months from the Issue Date, each Class B Performance Right will vest and be convertible into one Share.
Class C Performance Rights	a) In the event that the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $10 million within a period of 36-48 months from the Issue Date, each Class C Performance Right will vest and be convertible into one Share; or b) In the event that Class C Milestone 1 is not satisfied but the aggregate of the value of the ClearVue Orders and the ClearVue Payments is equal to or greater than $17 million within a period of 48 months from the Issue Date, each Class C Performance Right will vest and be convertible into one Share.

We are not aware of any performance hurdles that must be achieved that would otherwise potentially dilute the value of the Rights to the holder on the assumption that they may not vest.

The valuation of the Rights assumes that all Rights will eventually vest to the holder.

5.9 Vesting Probability

Management has advised that it expects there to be an 80% chance of achieving the milestones attached to the Rights. Therefore, we have assumed a vesting probability of 80% in our option pricing models.

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6. CONCLUSION

We set out below our conclusions as to the value of the Rights:

Item	Class A Performance Rights	Class B Performance Rights	Class C Performance Rights
Underlying security spot price	$0.830	$0.830	$0.830
Exercise price	Nil	Nil	Nil
Valuation Date	29-Apr-21	29-Apr-21	29-Apr-21
Commencement of performance period	29-Apr-21	29-Apr-21	29-Apr-21
Measurement period end date	29-Apr-25	29-Apr-25	29-Apr-25
Performance period (years)	4.00	4.00	4.00
Volatility	100%	100%	100%
Dividend yield	Nil	Nil	Nil
Risk-free rate	0.685%	0.685%	0.685%
Number of Rights	1,000,000	3,000,000	6,000,000
Valuation per Right	$0.830	$0.830	$0.830
Vesting Probability	80%	80%	80%
Adjusted valuation per Right	$0.664	$0.664	$0.664
Valuation per Tranche	$664,000	$1,992,000	$3,984,000

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7. SENSITIVITY ANALYSIS

We have examined the effect on the value of the securities of an increase or decrease in the share price by 10% and 20% between our Valuation Date and the date of the actual issue, should shareholders approve the issue.

20% increase in share price to $0.996	Class A Performance Rights	Class B Performance Rights	Class C Performance Rights
Valuation per Right	$0.996	$0.996	$0.996
Vesting probability	80%	80%	80%
Adjusted valuation	$0.797	$0.797	$0.797

10% increase in share price to $0.913	Class A Performance Rights	Class B Performance Rights	Class C Performance Rights
Valuation per Right	$0.913	$0.913	$0.913
Vesting probability	80%	80%	80%
Adjusted valuation	$0.730	$0.730	$0.730

10% decrease in share price to $0.747	Class A Performance Rights	Class B Performance Rights	Class C Performance Rights
Valuation per Right	$0.747	$0.747	$0.747
Vesting probability	80%	80%	80%
Adjusted valuation	$0.598	$0.598	$0.598

20% decrease in share price to $0.664	Class A Performance Rights	Class B Performance Rights	Class C Performance Rights
Valuation per Right	$0.664	$0.664	$0.664
Vesting probability	80%	80%	80%
Adjusted valuation	$0.531	$0.531	$0.531

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APPENDIX 1 - SOURCES OF INFORMATION

The key information we have relied upon in our valuation includes:

- Confirmation of the terms of the Performance Shares and Rights from Management;
- Price, volatility and volume traded of the Company's shares obtained from Bloomberg;
- Australian Government bond yield obtained from Reserve Bank of Australia; and
- Discussions with Management.

Our valuation services are provided in accordance with the Accounting Professional & Ethical Standards Board Limited (**'APES'**) professional standard APES 225 'Valuation Services' (**'APES 225'**).

This Report complies with Accounting Professional & Ethical Standards Board Limited Guidance Number 21 (**'APES GN21')** Valuation Services for Financial Reporting.

ClearVuePV

ClearVue Technologies Limited] | ACN 071 397 487

Proxy Voting Form

If you are attending the meeting in person, please bring this with you for Securityholder registration.

Holder Number:

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Your proxy voting instruction must be received by **10.00am (WST) on Tuesday, 8 June 2021,** being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS

The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: **https://investor.automic.com.au/#/home** Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 – APPOINT A PROXY

If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.
Joint holding: Where the holding is in more than one name, all Shareholders should sign.
Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at https://automic.com.au.

Lodging your Proxy Voting Form:

Online:
Use your computer or smartphone to appoint a proxy at https://investor.automic.com.au/#/loginsah or scan the QR code below using your smartphone
Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.

BY MAIL:
Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:
meetings@automicgroup.com.au

BY FACSIMILE:
+61 2 8583 3040

All enquiries to Automic:
WEBCHAT: https://automicgroup.com.au/

PHONE: 1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

SAMPLE

STEP 1 - How to vote

APPOINT A PROXY:
I/We being a Shareholder entitled to attend and vote at the General Meeting of ClearVue Technologies Limited, to be held at **10.00am (WST) on Thursday 10 June 2021 at ClearVue Headquarters, Unit 7, 567 Newcastle Street, West Perth WA 6005** hereby:

Appoint the Chair of the Meeting (Chair) OR if you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy or failing the person so named or, if no person is named, the Chair, or the Chair's nominee, to vote in accordance with the following directions, or, if no directions have been given, and subject to the relevant laws as the proxy sees fit and at any adjournment thereof.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.
Unless indicated otherwise by ticking the "for"," against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention. In exceptional circumstances, the Chair of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made immediately disclosing the reasons for the change.

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution 2 (except where I/we have indicated a different voting intention below) even though Resolution 2 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

STEP 2 – Your voting direction

Resolutions	For	Against	Abstain
1. Replacement of Constitution			
2. Issue of Performance Rights to Director – Victor Rosenberg			
3. Cancellation of Performance Shares			
4. Approval to make selective Reduction of Capital – Performance Shares			

Please note: *If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.*

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY) / /

By providing your email address, you elect to receive all of your communications despatched by the Company electronically (where legally permissible).

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