

NEXT SCIENCE®

NOTICE OF EXTRAORDINARY GENERAL MEETING 2025

Time	9:00am (Sydney time)
Date	Thursday, 28 August 2025
Location	Level 5, 126 Phillip Street, Sydney
Online Option	Next Science shareholders wishing to participate online should visit our registry's website at https://www.automicgroup.com.au/virtual-agms for information on how to attend, vote and ask questions online.

Dear Shareholder,

On behalf of the board of directors (**Board**) of Next Science Limited (**Next Science/Company**), I am pleased to invite you to Next Science's Extraordinary General Meeting (**EGM**).

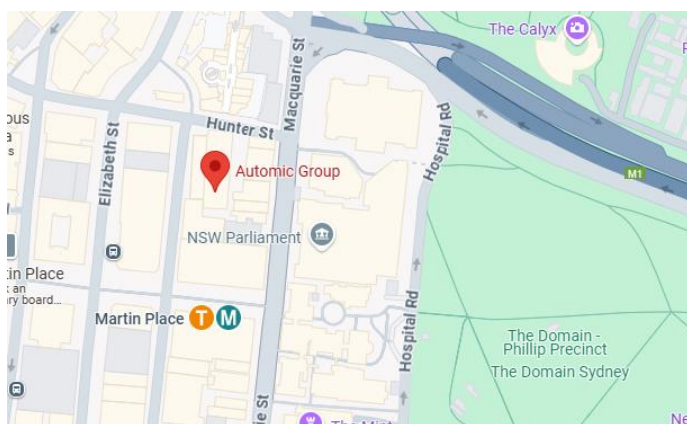
The EGM will be held on **Thursday, 28 August 2025** commencing at **9:00am** (Sydney time). Shareholders may choose to attend in person or virtually.

Virtual attendance and voting. You may attend the EGM and ask questions during the EGM virtually by using the following online link:

https://us02web.zoom.us/webinar/register/WN_zzQ4T0VnRQKTXi2IQ1XaUg#/registration

Online attendees will have the ability to vote during the meeting by accessing Automic's Investor Portal at investor.automic.com.au.

Physical attendance. The EGM will be held physically at the offices of the Company's Share Registrar, Automic, at Level 5, 126 Phillip Street, Sydney. The venue is easily accessible from the Martin Place train or metro station.



Voting before the EGM. You may, and are encouraged to, enter your vote on the items of business ahead of the EGM by voting online or by completing and returning the Voting Form no later than 9:00am (Sydney time) on Tuesday, 26 August 2025. The details on how to do this are specified in the Notice of Meeting and the Voting and Proxy Form provided.

Questions and comments. I encourage you to submit questions and comments ahead of the EGM. Instructions on how to do this are specified in this Notice of Meeting.

Items of business. The formal items of business are set out on page 3.

If you have any questions regarding the EGM, please contact Next Science's share registrar, Automic either by telephone on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia) or by email to hello@automicgroup.com.au.

Thank you for your support of Next Science.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Aileen Stockburger'.

Aileen Stockburger
Chair

ITEMS OF BUSINESS

1. RESOLUTION 1 – SALE OF MAIN UNDERTAKING

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

“That, for the purposes of Listing Rule 11.2 and for all other purposes, approval is given for the Company to enter into arrangements to give effect to and to implement the Proposed Transaction, being the sale of the main undertaking of the Company, to Demetra Holding S.p.A. on the terms and conditions described in the Explanatory Memorandum.”

Board voting recommendation: FOR

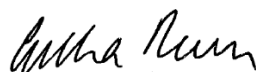
Voting Exclusion Statement

Please refer to the voting exclusion statement on the next page.

The **Explanatory Memorandum** accompanying this Notice of Meeting provide additional information regarding the above items of business and form part of this Notice of Meeting.

Independent Expert's Report: Shareholders should carefully consider the accompanying Independent Expert's Report prepared by Nexia Sydney Corporate Advisory Pty Ltd (**Independent Expert**) for the purposes of the Shareholder approval required under Listing Rule 11.2. The Independent Expert's Report comments on whether the transaction the subject of Resolution 1 as a whole is in the best interests of the Shareholders of the Company and has concluded that the transaction the subject of Resolution 1 is fair and reasonable to the Shareholders of the Company.

By Order of the Board



Gillian Nairn
Company Secretary
28 July 2025

IMPORTANT INFORMATION - PARTICIPATION AND VOTING

VOTING EXCLUSION STATEMENT

Resolution 1 - Sale of Main Undertaking	<p>The Company will disregard any votes cast in favour of the Resolution by or on behalf of either of the following persons:</p> <ul style="list-style-type: none"> (a) the acquirer of the Company's main undertaking and any other person who will obtain a material benefit as a result of the disposal of the Company's main undertaking (except a benefit solely by reason of being a holder of ordinary securities in the Company); or (b) an associate of that person (or those persons). <p>However, this does not apply to a vote cast in favour of this Resolution by:</p> <ul style="list-style-type: none"> (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way; or (b) the Chair 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: <ul style="list-style-type: none"> (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.
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Determining if you are eligible to vote and participate at the EGM

INVESTOR	ELIGIBILITY
Shareholder	In accordance with regulation 7.11.37 of the Corporations Regulations 2001 (Cth), registered holders of shares of Next Science as at 7:00pm (Sydney time) on Tuesday, 26 August 2025 will be entitled to participate in and vote at the EGM.
Joint holder	If more than one joint holder of shares participates in the EGM (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.
Option holders	Not eligible to vote.

How you can vote

If you are entitled to participate in and vote at the EGM, you can vote your shares in one of the following ways.

VOTING OPTIONS	DETAILS	STEPS
Online prior to the EGM	You may vote your shares online prior to the EGM.	Go to: https://investor.automic.com.au To be effective, your votes must be received by Next Science no later than 9:00am (Sydney time) on Tuesday, 26 August 2025 .
By post or fax prior to the EGM	<p>Complete the enclosed Voting Form and deliver it to Next Science prior to the EGM.</p> <p>Shareholders should complete their voting directions by selecting 'FOR' or 'AGAINST' or 'ABSTAIN' for each resolution on the Voting Form.</p> <p><u>Appoint a Proxy or Nominee</u> Alternatively, Shareholders may appoint a proxy or proxies to vote and act on your behalf at the EGM. A proxy need not be a Shareholder and can be an individual or a body corporate.</p> <p>You may appoint one or two proxies (but no more). If two proxies are appointed, you may specify the proportion or number of the votes each proxy is appointed to exercise. In accordance with Rule 17.1 of Next Science's Constitution, if no proportion or number is specified, each proxy may exercise half of the Shareholder's votes.</p> <p>If you appoint the Chair of the EGM as your proxy, or the Chair becomes your proxy by default, and you do not direct your proxy how to vote on item 2, then by submitting the Voting Form you will be expressly authorising the Chair to exercise your proxy on the relevant resolution.</p> <p>If no direction is given on an item, your vote may be passed to the Chair of the EGM as your proxy. The Chair will vote in accordance with the voting intentions stated below.</p>	<p>Completed Voting Forms may be posted to:</p> <p style="text-align: center;">Next Science Limited C/- Automic GPO Box 5193 Sydney NSW 2001 Australia</p> <p>Alternatively, completed Voting Forms may be faxed to: +61 2 8583 3040</p> <p>To be effective, your completed Voting Form must be received by Next Science no later than 9:00am (Sydney time) on Tuesday, 26 August 2025.</p>
Voting online during the meeting	<p>Shareholders who wish to vote online during the EGM will need to login to Automic's Investor platform at investor.automic.com.au.</p> <p>Shareholders who do not have an account with Automic are strongly encouraged to register for an account as soon as possible and</p>	<p>Registration for the online meeting facility will commence from 8:30am on Thursday, 28 August 2025.</p> <p>Shareholders who wish to vote online during the EGM will need to login to Automic's Investor platform at investor.automic.com.au.</p>

VOTING OPTIONS	DETAILS	STEPS
	<p>well in advance of the EGM to avoid any delays on the day of the EGM.</p> <p><u>How to create an Automic account</u></p> <p>An Automic account can be created via the following link investor.automic.com.au and then clicking on “register” and following the prompts.</p> <p>Shareholders will require their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) to create an account with Automic.</p> <p>If you need assistance locating your SRN or HIN, please contact Automic on 1300 288 664.</p>	<p>Shareholders who do not have an account with Automic are strongly encouraged to register for an account as soon as possible and well in advance of the EGM to avoid any delays on the day of the EGM.</p> <p>Information on how to create an Automic account is set out on the left.</p> <p>You can vote online during the meeting by following these steps:</p> <ol style="list-style-type: none"> 1. Open your internet browser and go to investor.automic.com.au 2. Login to your Automic account with your username and password. <i>[Refer to the information on the left for how to create an Automic account.]</i> 3. After logging in, a banner will be displayed at the bottom of your screen 4. Click on “Register” and follow the steps 5. Click on the URL to join the EGM webcast where you can view and listen to the EGM and ask questions. 6. Once the Chair of the Meeting has declared the poll open for voting click on “Refresh” to be taken to the voting screen 7. Select your voting direction and click “save” to submit your vote. Note that you cannot amend your vote after it has been submitted <p>If you need assistance locating your Securityholder Reference Number (SRN) or Holder Identification Number (HIN), please contact Automic on 1300 288 664.</p> <p><i>If you experience any technical difficulties during the EGM, please contact Automic by phoning: 1300 288 664.</i></p> <p>A Registration and Voting Guide and Online Proxy Lodgement Guide containing further information on how to vote online is available at: https://www.automicgroup.com.au/virtual-agms</p>

VOTING OPTIONS	DETAILS	STEPS
Voting in person during the meeting	If you attend the EGM in person, you will be able to register and vote at the EGM by attending Level 5, 126 Phillip Street, Sydney, NSW.	Registration will commence from 8:30am (Sydney time) on Thursday, 28 August 2025. To facilitate a smooth registration, please bring a copy of your Voting Form with you on the day.

Next Science reserves the right to declare a Voting and Proxy Form invalid if it is not received in a manner indicated above.

Shareholders are encouraged to call Next Science's share registry, Automic, if they have any questions regarding submitting their votes, by phoning 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia).

Power of Attorney

If you appoint an attorney to act on your behalf at the EGM your appointment must be made by a duly executed power of attorney. The power of attorney (or a certified copy of it) must be received by Next Science's share registry no later than **9:00am** (Sydney time) on **Tuesday, 26 August 2025.**

Corporate Representatives

A body corporate which is a Shareholder, or which has been appointed as a proxy, must ensure that it appoints a corporate representative in accordance with section 250D of the Corporations Act to exercise its powers at the EGM. The representative should deliver to Next Science, prior to the EGM, a properly executed letter or other document confirming its authority to act as the company's representative.

Voting Intentions

The Chair of the EGM intends to vote all available proxies in favour of ('FOR') all items of business.

It is intended that voting on each of the proposed resolutions at the EGM will be conducted by a poll.

How you can ask questions and make comments

Shareholders are invited to submit questions and make comments relating to the business of Next Science or any item of business at the EGM using any of the methods set out below. Whilst we may not be able to respond to each question individually, we will endeavour to respond to as many as possible of the most frequently raised shareholder questions received.

OPTION	DETAILS	STEPS
By email prior to the EGM	You may submit questions and comments by email prior to the EGM.	Shareholders are invited to submit questions and make comments relating to the business of Next Science or any item of business at the EGM by email to: investorqueries@nextscience.com Questions and comments must be received by Next Science no later than 5:00pm (Sydney time) on Thursday, 21 August 2025.
Attending the meeting virtually	Shareholders who join the EGM virtually will be able to ask questions during the EGM.	Registration for the online facility will commence from 8:30am on Thursday, 28 August 2025. When you log into the online platform at https://us02web.zoom.us/webinar/register/WN_zzQ4T0VnRQKTXi2IQ1XaUg#/registration , you will be able to ask questions by clicking the box on the screen and typing in your question.

OPTION	DETAILS	STEPS
		<p><i>If you experience any technical difficulties during the EGM, please contact Automic by phoning: 1300 288 664.</i></p> <p>Further information on how to use the online meeting facility is set out in the Virtual Meeting - Shareholder Registration & Voting Guide and Online Proxy Lodgement Guide found at: https://www.automicgroup.com.au/virtual-agms</p>
Attending the meeting in person	If you attend the EGM in person, you will be able to ask questions at the EGM by attending Level 5, 126 Phillip Street, Sydney NSW.	<p>Registration will commence from 8:30am (Sydney time) on Thursday, 28 August 2025.</p> <p>On registration, you will be provided with an attendance card.</p>

EXPLANATORY MEMORANDUM

This Explanatory Memorandum has been prepared in relation to the items of business to be conducted at the EGM. The purpose of this Explanatory Memorandum is to provide shareholders of Next Science (**Shareholders**) with the information that is reasonably required by them to decide on how to vote upon the resolution being put forward at the EGM.

Resolution 1 is an ordinary resolution which requires a simple majority of votes cast by Shareholders entitled to vote on the Resolution.

1. SUMMARY OF THE PROPOSED TRANSACTION

1.1 BACKGROUND AND OVERVIEW OF THE PROPOSED TRANSACTION

On 1 July 2025, the Company announced to the ASX that it had entered into a binding asset purchase agreement (**Asset Purchase Agreement**) under which it is proposing to sell substantially all of the assets of the Company, and its wholly-owned subsidiaries, (**NXS Group**) to Demetra Holding S.p.A. (**Demetra** or **Purchaser**). This includes all acquired regulatory approvals, contracts, intellectual property, inventory, records and goodwill of the NXS Group (**Acquired Assets**) excluding all assets related to the durable medical equipment distribution business (**DME Business**). As consideration for the Acquired Assets, in addition to the assumption of the certain agreed liabilities (**Assumed Liabilities**), the Purchaser has agreed to pay a total purchase price of US\$50 million in cash, subject to certain conditions precedent, including Shareholder approval under ASX Listing Rule 11.2 (**Proposed Transaction**).

As part of the Proposed Transaction, all intellectual property assets will be transferred to the Purchaser, however all intellectual property relating to the DME Business will be licensed back to the Company.

The Board is committed to maximising value for all Shareholders and believes the Proposed Transaction represents significant value recognition for Shareholders. The total sale price represents a substantial premium to the Company's current market capitalisation immediately prior to the announcement of the Proposed Transaction.

The Proposed Transaction will provide immediate financial and other benefits to the Company and its Shareholders, and the Board unanimously recommends it to Shareholders, in the absence of a superior proposal and subject to the Independent Expert continuing to conclude that the Proposed Transaction is fair and reasonable to Shareholders.

The Proposed Transaction will complete upon the satisfaction of all conditions precedent in the Asset Purchase Agreement.

After completion of the Proposed Transaction and subject to the relevant Shareholder approvals being obtained, the Company intends to distribute the net sale proceeds to Shareholders. The method for distributing the sale proceeds to Shareholders is subject to tax advice which the Company is obtaining. After repayment of all debt, all transaction costs, potential tax liabilities and winding down costs, the estimated net proceeds of the Proposed Transaction to be distributed to Shareholders are expected to be in the order of US\$30 million. The amount of US\$30 million is a preliminary and indicative estimate only and Next Science will update the market if there is a material change to that estimate.

1.2 SALE PROCESS

Entry into the Asset Purchase Agreement followed a strategic review by the Company (arising partly from receipt of unsolicited offers which represented a significant premium to the Company's market capitalisation) and a comprehensive sale process that commenced in January 2025 run by the Company and its advisor Piper Sandler & Co (**Piper Sandler**), a multinational investment banking company based in Minneapolis, United States. Piper Sandler assisted the Company in preparing a tailored positioning of the Company with multiple potential buyers and ultimately soliciting offers for the sale of all or part of

the Company's business. The process included Piper Sandler reaching out to a targeted list of key strategic and financial buyers with interest in the sector. After the competitive sale process, the Company received offers from three separate bidders. The Board considered the offer submitted by the Purchaser, to be the most favourable as it maximised the value for Shareholders.

The Board has considered the value to Shareholders of a sale of the Business as against the need for further working capital to fund ongoing operations having regard to the current market conditions and the Company's capital needs (absent the Proposed Transaction).

The Board unanimously recommends that all Shareholders vote in favour of the Proposed Transaction, and each director intends to vote all Shares held or controlled by them (comprising approximately 1% of the Company's Shares) in favour of the Proposed Transaction, in the absence of a superior proposal.

1.4 INDEPENDENT EXPERT'S CONCLUSION

Although it is not a regulatory requirement to do so, the Board has appointed Nexia Sydney Corporate Advisory Pty Ltd as the independent expert to prepare a report on the merits of the Proposed Transaction.

The purpose of the Independent Expert's Report is to advise Shareholders on the fairness and reasonableness of the Proposed Transaction. It also contains an assessment of the advantages and disadvantages of the Proposed Transaction, which is designed to assist Shareholders in making an informed decision in relation to Resolution 1.

The Independent Expert has concluded that the Proposed Transaction is fair and reasonable to non-associated Shareholders.

It is recommended that all Shareholders read the Independent Expert's Report in full before voting on Resolution 1. The Independent Expert's Report is Annexure A to this Explanatory Memorandum.

1.5 PROPOSED USE OF PROCEEDS

After completion of the Proposed Transaction and based on the expected net proceeds, the Board currently intends to distribute the net sale proceeds (after repayment of all debt, all transaction costs, potential tax liabilities and winding down costs) of the Proposed Transaction to Shareholders by one or more capital returns, share buy-backs or dividends (or a combination) subject to tax advice which the Company is obtaining.

1.6 OPTIONS FOR THE COMPANY POST-DISTRIBUTION OF NET SALE PROCEEDS

Following the distribution of the net sale proceeds of the Proposed Transaction to Shareholders, the Board will assess the options for the Company as a going concern. Relevant to the Board's consideration of the options is ASX Listing Rule 12.3, which provides that if half or more of the Company's total assets is cash or in a form readily convertible to cash, ASX may suspend quotation of the Company's securities until it invests those assets or uses them for the Company's business. Furthermore, the Company must give holders of ordinary securities in writing details of the investment or use.

The Company is granted a six-month period from the date on which the sale of its main undertaking was announced to the market (being 1 July 2025) to demonstrate a sufficient level of operations in accordance with ASX Listing Rule 12.1. If the Company is unable to demonstrate compliance with ASX Listing Rule 12.1 within that six-month period, its securities will be suspended on 2 January 2026 (given that 1 January 2026 is a public holiday).

There will be a further extraordinary general meeting called to seek shareholder approval for the distribution of net sale proceeds. More details of the expected net proceeds available for distribution to Next Science shareholders will be provided in the notice of the further extraordinary general meeting.

If the Shareholders do not approve the Proposed Transaction, or the Proposed Transaction does not complete for any other reason, the Board will not proceed with the distribution to Shareholders.

1.7 REASONS TO VOTE IN FAVOUR OF THE PROPOSED TRANSACTION (ADVANTAGES OF THE PROPOSED TRANSACTION)

If the Proposed Transaction proceeds, it represents significant value recognition for Shareholders

The Board considers that the Proposed Transaction represents significant value recognition for Shareholders. The total sale price represents a substantial premium to the Company's current market capitalisation immediately prior to the announcement of the Proposed Transaction.

The Independent Expert has concluded that the Proposed Transaction is fair and reasonable to non-associated Shareholders

While it is not a regulatory requirement to do so, the Board has appointed Nexia Sydney Corporate Advisory Pty Ltd as the independent expert to prepare a report on the merits of the Proposed Transaction.

The Independent Expert has concluded that the Proposed Transaction is fair and reasonable to non-associated Shareholders.

The Board encourages you to read the Independent Expert's Report in full, which is set out in Annexure A.

The Share price may fall if the Proposed Transaction does not proceed

If the Proposed Transaction is not approved by Shareholders and no alternative proposal emerges, the price of the Shares may fall.

1.8 REASONS WHY YOU MAY CHOOSE TO VOTE AGAINST THE PROPOSED TRANSACTION (DISADVANTAGES OF THE PROPOSED TRANSACTION)

You may disagree with the Board's recommendation and the Independent Expert's conclusion

In recommending you to vote in favour of the Proposed Transaction, the Board and Independent Expert have made judgements regarding future events which cannot be predicted with certainty and which may prove inaccurate.

You may hold a different view. You are not obliged to follow the recommendation of the Board or the conclusion of the Independent Expert that the Proposed Transaction is fair and reasonable to Shareholders.

You may consider there is potential for an alternative proposal to emerge

If the Proposed Transaction is implemented, the Company will sell its main undertaking (being the sale of substantially all of the assets of the NXS Group except the DME Business) which may not be consistent with the investment objectives of all Shareholders.

You may consider the possibility that a proposal which is more attractive than the Proposed Transaction could materialise in the future.

The Board considers that there is no realistic alternative proposal and, as at the date of this Notice of Meeting, are not aware of any alternative proposals.

You may believe that the Company should continue business as usual rather than sell it to Demetra

If the Proposed Transaction is implemented, the Company will no longer own the Acquired Assets.

You may consider that it is in the Company's best interests to continue to own and operate the Acquired Assets.

2. RESOLUTION 1 - SALE OF MAIN UNDERTAKING

2.1 OVERVIEW

The Meeting referred to in this Explanatory Memorandum is being held so that Shareholders can consider the Resolution to approve the Proposed Transaction under ASX Listing Rule 11.2.

2.2 INDICATIVE TIMETABLE

Subject to the ASX Listing Rule requirements, the Company anticipates that completion of the Proposed Transaction will occur in accordance with the timetable set out below.

EVENT	INDICATIVE DATE
Date of Notice of Meeting and despatch to Shareholders	Monday, 28 July 2025
Deadline for returning proxy forms	9:00am (AEST) on Tuesday, 26 August 2025
Record date for determining Shareholders' entitlement to vote at Extraordinary General Meeting	7:00pm (AEST) on Tuesday, 26 August 2025
Date of Extraordinary General Meeting	9:00am (AEST) on Thursday, 28 August 2025
Completion of the Proposed Transaction (provided that Resolution 1 is passed and Shareholders have approved the Proposed Transaction)	No earlier than Monday, 15 September 2025

The key dates above (and the references to those dates through this document) are indicative only and are subject to any changes that may be agreed between the Company and Demetra or in consultation with ASX. The Company will update Shareholders via the ASX platform and the Company's website as appropriate when the relevant events are reached or changed, or decisions are made.

2.3 FINANCIAL EFFECT OF PROPOSED TRANSACTION ON THE COMPANY

An indicative pro-forma unaudited statement of financial position of the Company, that has been prepared to enable Shareholders to assess the potential effect of the Proposed Transaction (the subject of the Resolution) on the financial position of the Company (as at 31 December 2024), is as follows:

	31 December 2024 Actual (Audited)	Adjustments assuming completion of Proposed Transaction	31 December 2024 Pro-forma (Unaudited)
Assets			
Current Assets			
Cash and cash equivalents	1,673,917	-	1,673,917
Trade and other receivables	3,335,463	-	3,335,463
Inventories	726,237	(642,051)	84,186
Other current assets – other	315,604	-	315,604
Total current assets	6,051,221	(642,051)	5,409,170
Non-current assets			
Trade and other receivables	36,656	-	36,656

	31 December 2024 Actual (Audited)	Adjustments assuming completion of Proposed Transaction	31 December 2024 Pro-forma (Unaudited)
Property, plant and equipment	519,350	-	519,350
Right-of-use assets	552,741	-	552,741
Intangible assets	2,054,153	(2,054,153)	-
Total non-current assets	3,162,900	(2,054,153)	1,108,747
Total assets	9,214,121	(2,696,204)	6,517,917
Liabilities			
Current liabilities			
Trade and other payables	2,659,320	-	2,659,320
Contract liabilities	274,902	(274,902)	-
Lease liabilities	222,314	-	222,314
Employee benefits	62,308	-	62,308
Total current liabilities	3,218,844	(274,902)	2,943,942
Non-current liabilities			
Contract liabilities	274,902	(274,902)	-
Loans and Borrowings	1,806,000	-	1,806,000
Lease liabilities	464,850	-	464,850
Employee benefits	7,042	-	7,042
Total non-current liabilities	2,552,793	(274,902)	2,277,892
Total liabilities	5,771,637	(549,804)	5,221,834
Net assets	3,442,483	(2,146,400)	1,296,083
Equity			
Share capital	133,927,086	-	133,927,086
Reserves	(41,387,355)	-	(41,387,355)
Accumulated losses	(89,097,248)	(2,146,400)	(91,243,648)
Total Equity	3,442,483	(2,146,400)	1,296,083

The following table summarises the likely effect of the Proposed Transaction on the Company's consolidated total assets, total equity interests, annual revenue, annual expenditure and annual profit before tax as set out in the audited consolidated financial report for the year ended 31 December 2024.

A	B	C	D	E
Type of comparison	Current	Change due to Demetra Sale	After Demetra Sale	Percentage change
Method of Calculation	From latest audited figures (for year ended 31 December 2024)	Change due to Demetra Sale	B +/- C	C/B
Consolidated total assets \$m	9.214	(2.696)	6.518	-30% *
Total equity interests \$m	3.442	(2.146)	1.296	-62%
Number of securities (in ordinary shares)	292,625,365	N/A	N/A	N/A
Consolidated revenue for the year \$m	22.816	(16.390)	6.426	-72% **
EBITDA \$m	(8.039)	1.955	(9.994)	-24% ***
Profit (Loss) before tax for the year \$m	(10.452)	3.689	(14.141)	-35%

* It should be noted that, of the remaining total consolidated assets after the Demetra Sale, 26% is cash, highlighting the low level of remaining assets following the Demetra Sale.

** It should be noted that, of the \$6.4m remaining revenue in calendar year 2024 related to the DME Business, 51% of that revenue came in the first 4 months as the Company was restructuring its DME Business to improve profitability and deliver cost savings.

*** EBITDA in total was a loss position in 2024 further impacted by the Demetra Sale, highlighting the profitability challenges the Company faced in relation to the remaining DME Business.

Effect of the Proposed Transaction on the Board and senior management

There will be no changes to the Board on completion of the Proposed Transaction. No Board members will take up a position with Demetra.

Under the Asset Purchase Agreement, between the date of the Asset Purchase Agreement up to 5 business days prior to Completion, Demetra may make offers of employment to employees of the Company. As at the date of this Notice of Meeting, so far as the Company is aware, no offers of employment have been made by Demetra.

Effect of the Proposed Transaction on the Company's capital structure

The Proposed Transaction will have no impact on the Company's capital structure, or the rights and liabilities of Shares.

Effect of the Proposed Transaction on control

The Proposed Transaction will have no impact on the control of the Company as the consideration for the Proposed Transaction is cash only.

2.4 ABOUT DEMETRA

Introduction

Demetra is a company organised under the laws of Italy. Demetra is majority owned by Astorg, which is a leading pan-European private equity firm with over EUR 23 billion of assets under management. Astorg works with entrepreneurs and management teams to acquire market leading global companies headquartered in Europe or the US, providing them with the strategic guidance, governance and capital they need to achieve their growth goals. With a distinct entrepreneurial culture, long term shareholder perspectives and lean decision-making, Astorg has valuable industry expertise in healthcare, software, technology, business services and technology-based in industrial companies. Headquartered in Luxembourg, Astorg has offices in London, Paris, New York, Frankfurt, and Milan.

Business Structure

Demetra provides simple solutions for complex indications in ortho and spine, and is a supplier of bone cement, biomaterials and antibiotic spacers. It operates through three main hubs in Italy, Germany and the US with over 240 full-time equivalent employees. Demetra serves both hospitals directly with their branded products as well as all the major original equipment manufacturers in the ortho and spine industry through white label agreements.

Demetra exceeded a turnover of \$100,000,000 and an EBITDA of \$40,000,000 in 2024 and has grown at double digit rates since 2016. Demetra is present in more than 70 countries worldwide, and the USA, where it has had a direct commercial presence through its subsidiary Demetra since 2014, is its number one market.

Demetra's goal is to bring together companies in the healthcare industry which stand out for the cutting-edge products they develop, improving millions of lives each year. Demetra has the ambition to pool excellence to boost quality of life and moves towards this goal by investing in people and in innovation.

Further information about Demetra is available at <https://demetraholding.com/>.

2.5 SUMMARY OF ASSET PURCHASE AGREEMENT

The Asset Purchase Agreement is the key transaction document for the Proposed Transaction, which is summarised below. It should be noted that there are a number of ancillary or additional documents necessary to effectuate the transfer of the Acquired Assets and the other transactions contemplated by the Asset Purchase Agreement (**Ancillary Agreements**).

The key terms of the Asset Purchase Agreement are set out below:

- (a) **(Sellers)** Next Science Limited (who will procure its affiliates, including its subsidiaries, to enter into the relevant Ancillary Agreements to sell, assign, transfer and deliver to the Purchaser the Acquired Assets).
- (b) **(Purchaser)** Demetra.
- (c) **(Assets Being Acquired)** The Asset Purchase Agreement contemplates the sale of the Acquired Assets (excluding the DME Business), which constitutes the sale of the main undertaking of the Company as contemplated by this Notice of Meeting.
- (d) **(Consideration)** The Purchaser has agreed to pay US\$50 million in cash for the Acquired Assets and to assume certain agreed liabilities.
- (e) **(Conditions Precedent)** The Proposed Transaction is conditional on, among other things, the satisfaction or waiver of certain key conditions precedent, which are summarised below (additionally, if such conditions precedent are not satisfied or waived prior to the three month anniversary of the date of the Asset Purchase Agreement, the Proposed Transaction may be terminated):

- (i) any consent from any applicable governmental entities necessary to complete the Proposed Transaction being obtained;
- (ii) no law being enacted which has the effect of making the Proposed Transaction illegal;
- (iii) the Company obtaining approval from Shareholders for the Proposed Transaction (which is the ASX Listing Rule 11.2 resolution in this Notice of Meeting);
- (iv) the representations and warranties made by the Company being true and correct (except as would not reasonably be expected to have, either individually or in aggregate, a material adverse effect);
- (v) the representations and warranties made by the Purchaser being true and correct (except as would not reasonably be expected to, either individually or in aggregate, prevent or materially delay the ability of the Purchaser and its affiliates to complete the Proposed Transaction);
- (vi) the Company and the Purchaser complying with all covenants and agreements contained in the Asset Purchase Agreement;
- (vii) the Company delivering to the Purchaser the relevant closing deliverables including:
 - (A) Ancillary Agreements required to be executed by the Company or its affiliates (as applicable);
 - (B) a certificate certifying that each of the representatives and warranties of the Company are true and correct as of completion of the Proposed Transaction, and the covenants in the agreements contained in the Asset Purchase Agreement have been complied with in all material respects; and
 - (C) the assets being acquired,
- (viii) the Purchaser delivers to the Company the relevant closing deliverables including:
 - (A) Ancillary Agreements required to be executed by the Purchaser or its affiliates (as applicable); and
 - (B) a certificate certifying that each of the representatives and warranties of the Purchaser are true and correct as of completion of the Proposed Transaction, and the covenants in the agreements contained in the Asset Purchase Agreement have been complied with in all material respects.
- (f) **(Termination)** The Asset Purchase Agreement contains various agreed termination rights and may be terminated prior to completion:
 - (i) by mutual written consent of the Company and the Purchaser;
 - (ii) by the Company or the Purchaser if completion does not occur within three months of the date of the Asset Purchase Agreement (**Termination Date**), unless that party's breach of or failure to comply with its representations, warranties or covenants is the cause of, or results in, the failure of completion to occur on or before the Termination Date;

- (iii) by either the Company or the Purchaser, if any government entity of competent jurisdiction issues an court order permanently restraining, enjoining, or otherwise prohibiting the completion of the transactions contemplated by the Asset Purchase Agreement, and such court order becomes final and non-appealable; provided, however, that the right to terminate shall not be available to the party whose failure to perform its covenants or agreements contained in the Asset Purchase Agreement has been the cause of or has resulted in the imposition of such court order or the failure of such court order to be resisted, resolved, or lifted;
 - (iv) by either the Company or the Purchaser, if the other party breaches or fails to perform in any material respect any of its representations, warranties, covenants, or agreements contained in the Asset Purchase Agreement, which breach or failure to perform: (1) would result in a failure of a condition; and (2) either of the following: (a) if capable of being cured, has not been cured by the breaching party by the earlier of (i) the Termination Date; and (ii) the date that is thirty (30) days after the breaching party's receipt of written notice from the other party stating the other party's intention to terminate the Asset Purchase Agreement and the basis for such termination; or (b) is incapable of being cured;
 - (v) by the Purchaser, if at any time prior to the approval from Shareholders being obtained, the Board shall have made a change in recommendation;
 - (vi) by the Company, if before completion, a majority of the Board publicly recommends an acquisition proposal that is a superior proposal (provided that the acquisition proposal was not solicited in breach of the Company's obligations set forth in the Asset Purchase Agreement);
 - (vii) by the Company, if the Independent Expert engaged by the Company to review the terms and conditions of the transaction concludes that, in the opinion of the Independent Expert, the transaction is not fair and reasonable to, or is not in the best interests of, the Company's Shareholders;
 - (viii) by the Company in order to accept a superior proposal and enter into, immediately following such termination, a binding and definitive written alternative acquisition agreement with respect to such superior proposal; provided that the Company has materially complied with its covenants and agreements under the Asset Purchase Agreement;
 - (ix) by either the Company or the Purchaser, if the approval from Shareholders shall not have been obtained; or
 - (x) by the Company, if the Purchaser or its affiliate fail to provide the interim operating payment (being an amount of US\$325,000) or has not cured such failure within 5 business days after written notice to the Purchaser.
- (g) **(Termination fee)** Where the Company terminates the Asset Purchase Agreement pursuant to a termination right set out in 2.5 (f)(vi), 2.5(f)(vii), or 2.5(f)(viii), the Company must pay the Purchaser a non-refundable termination fee in an amount of US \$2 million promptly and in any event within two business days of such termination.
- (h) **(Fiduciary out)** The Asset Purchase Agreement contains a fiduciary out provision that allows the Board to consider and respond to unsolicited bona fide superior proposals that may be received. A fiduciary out provision is market standard in the context of an Australian public company transaction involving the sale of its main undertaking to allow

the Board to discharge its fiduciary duties to Shareholders. In summary, this provision provides that following receipt of an unsolicited, bona fide written acquisition proposal by the Company that was made on or renewed on or after the date of the Asset Purchase Agreement that did not result from a material breach of the contractual prohibition on solicitation of other bids (**No Solicitation Requirement**), that has not been withdrawn and with respect to which the Company has received a written, definitive form of alternative acquisition agreement, and the Board determining in good faith, after consultation with its financial advisors and outside legal counsel, that such acquisition proposal constitutes a superior proposal, the Board may, at any time prior to the time the approval from Shareholders is obtained, make a change in recommendation with respect to such superior proposal, only if all of the following conditions are met:

- (i) the Company shall have complied in all material respects with the No Solicitation Requirement and shall have:
 - (A) provided to the Purchaser five (5) Business Days' prior written notice, which shall state expressly:
 - (i) that it has received a written acquisition proposal that constitutes superior proposal;
 - (ii) the material terms and conditions of the acquisition proposal (including the consideration offered therein and the identity of the person or group making the acquisition proposal); and
 - (iii) that, subject to the Board making a determination that it is a superior proposal after consultation with outside legal counsel, the Board has determined to hold a meeting at which it intends to effect a change in recommendation; and
 - (B) during such five (5) business day period:
 - (i) engaged in good faith negotiations with the Purchaser (to the extent the Purchaser wishes to engage) with respect to any revisions to the terms and conditions of the Asset Purchase Agreement, or another proposal, which may be proposed in writing by the Purchaser such that the acquisition proposal ceases to constitute a superior proposal; and
 - (ii) in determining whether to make a change in recommendation, the Board shall take into account any changes to the terms of the Asset Purchase Agreement proposed in writing by the Purchaser; and
- (ii) the Board shall have determined, in good faith, after consultation with outside legal counsel, that, in light of such superior proposal and taking into account any revised terms proposed in writing by the Purchaser, such superior proposal continues to constitute a superior proposal and, after consultation with outside legal counsel, that the failure to make such change in recommendation would be inconsistent with the directors' fiduciary duties to the Company's Shareholders under applicable law.
- (i) (**No shop, no talk**) The Company is subject to *no shop* and *no talk* obligations in relation to the Proposed Transaction, subject to customary carve outs and exceptions.

- (j) **(Conduct of business prior to Completion)** The Company must conduct its business in the ordinary course pending completion subject to customary pre completion obligations, restrictions and exceptions.
- (k) **(Scheduled Completion Date)** Completion will take place on:
 - (i) the second business day following the date that the last of the conditions precedent have been satisfied or waived (other than such conditions precedent that, by their nature, are satisfied by actions taken at completion, but subject to satisfaction or waiver of such conditions precedent); or
 - (ii) such other time as the Company and the Purchaser mutually agree in writing.

Completion will not occur prior to 15 September 2025 without the prior written consent of the Purchaser.
- (l) **(Representations and Warranties)** The Company provides customary representations and warranties regarding the assets and the business, which do not survive Completion of the Proposed Transaction and are subject to customary qualifications, acknowledgements and limitations of liability. The Company will have no post-Completion liability with respect to breaches of its representations and warranties.
- (m) **(Transition Services)** The Seller (or its affiliates) and the Purchaser (or its affiliates) have agreed to enter into a transition services arrangement to assist with the continued conduct and operation of the business by the Purchaser in relation to the products at and following Completion. The term of this arrangement will terminate on the sooner of the date that is six weeks from the date of the transition services agreement, and 30 October 2025.

2.6 BOARD'S RECOMMENDATION AND VOTING INTENTIONS

The Board unanimously recommends, after carefully considering each of the advantages and disadvantages of the Proposed Transaction and having regard to the conclusion of the Independent Expert and independent advice, that Shareholders should vote in favour of the Proposed Transaction.

In reaching its recommendation, the Board has had regard to a range of factors including those set out in Section 1.6 above. The Board recommends that all Shareholders read and carefully consider all the material set out in this Explanatory Memorandum before deciding how they will vote.

The Board intends to vote in favour of the Proposed Transaction, in respect of all Shares held by them or which they otherwise control. The Board does not have any material personal interest in the outcome of the Resolution other than as a result of their interest arising solely in the capacity of Shareholders.

2.7 LEGAL AND REGULATORY REQUIREMENTS

ASX Listing Rule 11.2

ASX Listing Rule 11.2 requires a listed company to obtain the approval of its shareholders to a sale of its main undertaking. The Proposed Transaction is a sale of the Company's main undertaking for these purposes.

Resolution 1 seeks the required Shareholder approval to the Proposed Transaction on the terms of the Asset Purchase Agreement under, and for the purposes of, ASX Listing Rule 11.2.

Voting Exclusion

Certain Shareholders of the Company are excluded from voting on Resolution 1. Please refer to the voting exclusion statement set out on page 4 of this Notice of Meeting in accordance with ASX Listing Rules 11.2 and 14.11.

2.8 IMPLICATIONS OF PROPOSED TRANSACTION PROCEEDING

If Resolution 1 is passed, the Company will be able to proceed with the Proposed Transaction, following which, the Company will distribute the net sale proceeds to Shareholders by one or more capital returns, share buy-backs or dividends (or a combination) subject to tax advice. In this scenario, the Company intends to no longer conduct business under its current business model of being a medical technology business focused on commercialising its proprietary suite of products to reduce the impact of infections in human health.

2.9 IMPLICATIONS OF PROPOSED TRANSACTION NOT PROCEEDING

If Resolution 1 is not passed, the Company will not be able to proceed with the Proposed Transaction, and the Asset Purchase Agreement would be terminated. For the avoidance of doubt, where the Company or the Purchaser terminates the Asset Purchase Agreement due to Shareholder approval not having been obtained, the termination fee of US \$2 million is **not** payable by the Company.

Therefore, Shareholders will continue to retain the benefits of an investment in the Acquired Assets and will continue to be exposed to the risks presently associated with this investment.

Further, if the Proposed Transaction does not proceed, neither the advantages of the Proposed Transaction outlined in Section 1.7, nor the potential reasons to vote against the Proposed Transaction outlined in Section 1.8, will be relevant to Shareholders. In particular, the Board will not declare or authorise or pay or undertake any capital returns, share buy-backs or dividends (or a combination) if the Proposed Transaction does not proceed.

All items required to be disclosed to Shareholders to obtain approval under ASX Listing Rule 11.2 is set out in this Notice of Meeting. The Directors are not aware of any other information that is material to the question of whether Shareholders should approve this Resolution.

Board voting recommendation: The Board, unanimously recommends Shareholders vote **FOR** this item.

ASX

Neither ASX nor any of their respective officers takes any responsibility for the contents of the Notice of Meeting.

Annexure A Independent Expert's Report