

SUMMARY OF THE TRIBECA CONVERTIBLE NOTE DEED AND TERMS OF CONVERTIBLE NOTES

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| Issuer | DGR Global Limited ACN 052 354 837 (DGR) |
| Holder | Tribeca Investment Partners Pty Ltd ACN 080 430 100 (Tribeca) |
| Total Principal Amount | \$8,000,000 (noting the Right of First Refusal) |
| Approved Purpose | A condition precedent to the funds being advanced is that the Company delivers to the Holder a detailed description of the proposed use of the Principal Amount by the Company. |
| Commencement Date | Dependent upon the execution of the Convertible Note Deed |
| Shareholder Approval | A condition precedent to the funds being advanced is that the Company obtain all required regulatory and shareholder approvals for the issue of the Notes. |
| Issue of Convertible Note | Notes will be issued 2 business days after satisfaction or waiver of the last of the conditions precedent set out in the Note Deed. |
| Conversion | <p>Notes may only be converted during the first 12 months of the Note Deed if DGR declares or pays any special dividend or capital return, or an action is taken that results in, or is likely to result in, a change in control of DGR, after the Commencement Date, at the Holder's election.</p> <p>After the first 12 months of the Note Deed, at any time the Holder may at their election convert the Notes into DGR shares by issuing the Company with a notice.</p> <p>Notes will be converted into shares in accordance with the following formula:</p> $N = FV/IP$ <p>Where:</p> <p>N is the number of Conversion Shares to be issued.</p> <p>FV is the aggregate Face Value of the Notes being converted.</p> <p>CP is the Conversion Price.</p> |
| Conversion Price | \$0.20 per Note, subject to adjustment under the terms of the Note Deed. |
| Interest Rate and Payment | <p>12% per annum, payable quarterly.</p> <p>All interest accruing in the first 12 months of the Note Deed must be paid in immediately available funds.</p> <p>All interest accruing after the first 12 months of the Note Deed may be paid in cash or via the issue of shares or further notes. If DGR elects to satisfy interest payments by the issue of shares or further Notes, it must give notice to Tribeca, who can elect which to receive.</p> |
| Maturity Date | Two years after the issue date of the Notes. |
| Prepayment Offer | The Company is not entitled to repay the Principal Amount otherwise than in accordance with the Note Deed. |
| Security | The Notes are unsecured. |
| Appointment of Director | So long as the Holder holds all of the Notes and/or all of the Conversion Shares (if issued), the Holder shall be entitled to appoint Mr Ben Cleary (or with the Company's consent a substitute) as a Non-executive Director of the Company. |

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| <p>Redemption</p> | <p>Redemption of the Notes will occur:</p> <ul style="list-style-type: none"> • at the election of the Holder following an Early Redemption Event, by the giving of a Holder Redemption Notice to the Company; • at the election of the Company at any time prior to the Maturity Date, by the giving of a Redemption Notice to the Holder; and • for all Notes not otherwise Redeemed or Converted, on the Maturity Date. <p>An 'Early Redemption Event' means:</p> <ul style="list-style-type: none"> • a Change in Control of the Company; • the Company being removed from the official list of ASX for a continuous period of three Business Days or longer, or any class of Company securities are suspended from trading on the ASX for a continuous period of 10 Business Days or longer; and • a financial statement provided pursuant to clause 12.5(c) by the Company to the Holder reveals that the mark to market value of the Listed Assets and cash, less the current creditors and current liabilities in the Company, is less than 3 times the face value of all Notes on issue. <p>On Redemption following an Early Redemption Event or at the election of the Company, the Company must pay a premium (Early Redemption Premium), being:</p> <ul style="list-style-type: none"> • where the Redemption Notice is given within 6 months of the Issue Date, 24% of the Face Value of the Notes; • where the Redemption Notice is given on or after the date that is 6 months after the Issue Date and before the date that is 12 months after the Issue Date, 18% of the Face Value of the Notes; • where the Redemption Notice is given on or after the date that is 12 months after the Issue Date and before the date that is 18 months after the Issue Date, 12% of the Face Value of the Notes; and • where the Redemption Notice given on or after the date that is 18 months after the Issue Date, 6% of the Face Value of the Notes. |
| <p>Events of Default</p> | <p>Customary events of default including:</p> <ul style="list-style-type: none"> • If the Company fails to pay any amount of principal, interest or other amounts payable pursuant to the Notes or the Note Deed; • if the Company does not comply with any material obligation or warranty and (if capable of remedy) the Company does not remedy the non-compliance within 5 business days; • the Company suffers an Insolvency Event; and • a force majeure circumstance occurs. <p>If an event of default occurs, the Holder may declare the Notes to be due and payable, and seek to recover any accrued but unpaid interest owing in respect of the Notes.</p> |
| <p>Right of First Refusal</p> | <p>DGR has also granted to Tribeca a first right of refusal for a potential additional debt funding of \$2,000,000 in return for further convertible redeemable notes on the same terms and conditions as the Notes.</p> |