As filed with the Securities and Exchange Commission on February 28, 2024.

Registration Statement No. 333-267169

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 8 to

FORM F-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Gelteq Limited

(Exact Name of Registrant as Specified in its Constitution)

Not Applicable
(Translation of Registrant name into English)

Australia	2834	N/A
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

Level 4
100 Albert Road
South Melbourne VIC, 3025
Australia
+61 3 9087 3990
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Puglisi & Associates
850 Library Avenue, Suite 204
Newark, DE 19711
Tel: (302) 738-6680
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

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New York, NY 10105	New York, NY 10036
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Approximate date of commencement of proposed sale to the public: As soon as practicable after effectiveness of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised accounting standards† provided to Section 7(a)(2)(B) of the Securities Act. ☐

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† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Registration Statement contains two prospectuses, as set forth below.

- Public Offering Prospectus. A prospectus to be used for the public offering of 1,300,000 Ordinary Shares of the Registrant (the "Public Offering Prospectus") through the underwriter named on the cover page of the Public Offering Prospectus.
- Resale Prospectus. A prospectus to be used for the resale by the selling shareholders set forth therein of 1,749,243 Ordinary Shares of the Registrant (the "Resale Prospectus").

The Resale Prospectus is substantively identical to the Public Offering Prospectus, except for the following principal points:

- they contain different outside and inside front covers and back covers;
- they contain different Offering sections in the Prospectus Summary section beginning on page Alt-1;
- they contain different Use of Proceeds sections on page Alt-11;
- a selling shareholder section is inserted in the Resale Prospectus;
- a Plan of Distribution is inserted in the Resale Prospectus; and
- the Legal Matters section in the Resale Prospectus on page Alt-15 deletes the reference to counsel for the underwriter.

The Registrant has included in this Registration Statement a set of alternate pages after the back cover page of the Public Offering Prospectus (the "Alternate Pages") to reflect the foregoing differences in the Resale Prospectus as compared to the Public Offering Prospectus. The Public Offering Prospectus will exclude the Alternate Pages and will be used for the public offering by the Registrant. The Resale Prospectus will be substantively identical to the Public Offering Prospectus except for the addition or substitution of the Alternate Pages and will be used for the resale offering by the selling shareholders.

The selling shareholders, as described in the Resale Prospectus and subject to their respective lock-up periods, if any, may not commence the resale of their Ordinary Shares until the Public Offering closes. In the event that the Company's Nasdaq listing application is not approved and the underwritten public offering as described in the Public Offering Prospectus does not proceed, the resale offering as described in the Resale Prospectus will not proceed either.

Unless we explicitly state otherwise or the context otherwise indicates clearly, "Prospectus" refers to the Public Offering Prospectus.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS	SUBJECT TO COMPLETION, DATED FEBRUARY 28, 2024

Gelteq Limited

1,300,000 Ordinary Shares

This prospectus relates to the initial public offering in the United States of 1,300,000 Ordinary Shares, no par value, of Gelteq Limited, an Australian public limited company limited to shares, that will be issued by Gelteq Limited upon the closing of the initial public offering in the United States. See "*Description of Share Capital and Constitution*". Prior to this offering, there has been no public market in the United States for the Ordinary Shares. The public offering price will be USD$5.00 per share. The selling shareholders (as defined herein) are offering 1,749,243 Ordinary Shares pursuant to the Resale Prospectus. We will not receive any proceeds from the sale of the Ordinary Shares by the selling shareholders. We have reserved the symbol "GELS" for purposes of listing the Ordinary Shares on the Nasdaq Capital Market, or Nasdaq, and we will apply to list the Ordinary Shares on the Nasdaq. No assurance can be given that our application will be approved. In the event that the Ordinary Shares are not approved for listing on Nasdaq, we will not proceed with this underwritten offering nor the resale offering. The selling shareholders, as described in the Resale Prospectus and subject to their respective lock-up periods, if any, may not commence the resale of their Ordinary Shares until the underwritten offering closes. The final offering price per Ordinary Share in U.S. dollars will be determined through negotiations between us and the representatives of the underwriters, after taking into account market conditions and other factors. For a discussion of the other factors considered in determining the final offering price per Ordinary Share, see "Underwriting."

We are both an "emerging growth company" and a "foreign private issuer", as defined under the U.S. federal securities laws, and as such may elect to comply with certain reduced public company reporting requirements for this and future filings. *See "Prospectus Summary — Implications of Being an Emerging Growth Company"* and *"Prospectus Summary — Implications of Being a Foreign Private Issuer."*

Investing in the Ordinary Shares involves a high degree of risk, including the risk of losing your entire investment. *See "Risk Factors"* beginning on page 14 to read about factors you should consider before investing in the Ordinary Shares.

	Per Share	Total
Public offering price	USD$ 5.00	USD$ 6,500,000
Underwriting discount[(1)]	USD$ 0.35	USD$ 455,000
Proceeds to us, before expenses[(2)]	USD$ 4.65	USD$ 6,045,000

(1) See "Underwriting" in this prospectus for more information regarding our arrangements with the underwriters.
(2) The total estimated expenses related to this offering are set forth in the section entitled "Underwriting."

To the extent that the underwriters sell more than 1,300,000 Ordinary Shares in this offering, the underwriters have a 45-day over-allotment option to purchase up to an aggregate of 195,000 additional Ordinary Shares from us at the public offering price less the underwriting discounts and commissions.

Neither the Securities and Exchange Commission nor any state securities commission nor any other regulatory body has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the Ordinary Shares against payment in New York, New York on , 2024.

R.F. Lafferty & Co., Inc.
Est.1946

CRAFT CAPITAL MANAGEMENT LLC

Prospectus dated , 2024

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You should rely only on the information contained or incorporated by reference in this prospectus or in any related free-writing prospectus. Neither we, the selling shareholders, nor the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses prepared by us or on our behalf or to which we have referred you. We take no responsibility for and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the Ordinary Shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted or where the person making the offer or sale is not qualified to do so or to any person to whom it is not permitted to make such offer or sale. We have not taken any action to permit a public offering of the Ordinary Shares outside the United States or to permit the possession or distribution of this prospectus outside the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about and observe any restrictions relating to the offering of the Ordinary Shares and the distribution of the prospectus outside the United States. The information contained in this prospectus is current only as of the date on the front cover of the prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.

We are incorporated as an Australian public limited company limited to shares under the laws of Australia pursuant to our constitution, and a majority of our outstanding securities are owned by non-U.S. residents. See *"Description of Share Capital and Constitution."* Under the rules of the U.S. Securities and Exchange Commission, or SEC, we are currently eligible for treatment as a "foreign private issuer," or FPI. As an FPI, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as domestic registrants whose securities are registered under the Securities Exchange Act of 1934, as amended, or the Exchange Act.

Until , 2024 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade Ordinary Shares, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form F-1 filed with the SEC by Gelteq Limited, an Australian public limited company limited to shares pursuant to its Constitution. This prospectus includes important information about us, the Ordinary Shares and other information you should know before investing in the Ordinary Shares. This prospectus does not contain all of the information provided in the registration statement that we filed with the SEC. You should read this prospectus together with the additional information about us described in the section below entitled *"Where You Can Find Additional Information."*

For investors outside of the United States of America (the "United States" or the "U.S."): Neither we nor the underwriters have done anything to permit the conduct of this offering or the possession or distribution of this prospectus in any jurisdiction, other than the United States, where action for any such purpose would be required. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe, any restrictions relating to the conduct of this offering and the possession and distribution of this prospectus that apply in the jurisdictions outside of the United States relevant to their circumstances.

Unless otherwise indicated or the context otherwise requires, all references in this prospectus to "Gelteq Limited," "Gelteq," our company," "the company" "we," "us," and "our" refer to Gelteq Limited and its consolidated subsidiaries.

Unless otherwise indicated or the context otherwise requires, all references in this prospectus to legislation are to federal, state and local legislation of the United States.

Unless otherwise indicated, references to a particular "fiscal year" are to our fiscal year ended June 30th of that year. Our fiscal quarters end on September 30th, December 31st, March 31st and June 30th of each fiscal year (for which purpose June 30th is also our fiscal year end). References to a year other than a "Fiscal" or "fiscal year" are to the calendar year ended December 31.

In this prospectus, all references to "Ordinary Shares" mean our Ordinary Shares, no par value.

In this prospectus, all references to the "Constitution" are to our new constitution as an Australian public company which became effective on May 26, 2022. Prior to May 26, 2022, the Company was a private company named Gelteq Pty Ltd, and on conversion to a public company on such date, the name of the Company changed to Gelteq Ltd. However, there has been no financial restructuring resulting upon the conversion of Gelteq Pty Ltd into a public company and Gelteq Limited is the same company as Gelteq Pty Ltd for financial, tax and other purposes.

This prospectus and the information incorporated herein by reference contain market data, industry statistics and other data that have been obtained from, or compiled from, information made available by third parties. We have not independently verified their data.

In this registration statement, any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof. Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender.

MARKET AND INDUSTRY DATA

This prospectus contains estimates, projections, and other information concerning our industry and business, as well as data regarding market research, estimates, and forecasts prepared by our management. Information that is based on estimates, forecasts, projections, market research, or similar methodologies is inherently subject to uncertainties, and actual events or circumstances may differ materially from events and circumstances that are assumed in this information. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the section titled "Risk Factors." Unless otherwise expressly stated, we obtained industry, business, market, and other data from reports, research surveys, studies, and similar data prepared by market research firms and other third parties, industry and general publications, government data, and similar sources. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from sources that we paid for, sponsored, or conducted, unless otherwise expressly stated or the context otherwise requires. While we have compiled, extracted, and reproduced industry data from these sources, we have not independently verified the data. Forecasts and other forward-looking information with respect to industry, business, market, and other data are subject to the same qualifications and additional uncertainties regarding the other forward-looking statements in this prospectus. See *"Disclosure Regarding Forward-Looking Statements."*

TRADEMARKS AND TRADE NAMES

We own or have rights to various trademarks, service marks and trade names that they use in connection with the operation of their respective businesses. This prospectus also contains trademarks, service marks and trade names of third parties, which are the property of their respective owners. The use or display of third parties' trademarks, service marks, trade names or products in this prospectus is not intended to create, and does not imply, a relationship with us, or an endorsement or sponsorship by or of us. Solely for convenience, the trademarks, service marks and trade names referred to in this prospectus may appear with the ®, TM or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, service marks and trade names.

PRESENTATION OF FINANCIAL INFORMATION

The financial information contained in this prospectus derives from our audited consolidated financial statements in AUD$ as of June 30, 2023 and 2022 and for each of the two years then ended. These financial statements and related notes included elsewhere in this prospectus are in the form of Australian Dollar (AUD$) and are collectively referred to as our audited consolidated financial statements herein and throughout this prospectus. Our audited consolidated financial statements are prepared in accordance with International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRSs). Our fiscal year ends on June 30 of each year, so all references to a particular fiscal year are to the applicable year ended June 30. None of our financial statements were prepared in accordance with generally accepted accounting principles in the United States.

EXCHANGE RATES

Our reporting currency and functional currency is the Australian Dollar. We are not currently exposed for foreign currency risk. Foreign exchange risk arises from future commercial transactions and recognized financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. The risk is measured using sensitivity analysis and cash flow forecasting. Management understands, it will in the future, deal in foreign currencies and will have in place a risk management policy when it is required.

In this prospectus, unless otherwise stated, all references to "U.S. dollars, "USD$," are to the currency of the United States of America, and all references to "Australian Dollars," "AUD$, are to the currency of Australia. Our presentation currency of the financial statements was AUD$ and will remain AUD$. Any discrepancies in any table between totals and sums of the amounts listed are due to rounding. Certain amounts and percentages have been rounded; consequently, certain figures may add up to be more or less than the total amount and certain percentages may add up to be more or less than 100% due to rounding. In particular and without limitation, amounts expressed in millions contained in this prospectus have been rounded to a single decimal place for the convenience of readers.

All amounts set forth herein are presented in United States Dollars (USD$), unless otherwise specified, and have for presentation purposes have been converted from their AUD$ equivalent using the exchange rate of 1 AUD$ to 0.72 USD$.

PROSPECTUS SUMMARY

The following summary highlights certain information about us, this offering and selected information contained elsewhere in this prospectus and is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements included elsewhere in this prospectus before making an investment decision. In addition to this summary, we urge you to read the entire prospectus carefully, especially the risks of investing in the Ordinary Shares, discussed under "Risk Factors," before deciding whether to buy the Ordinary Shares.

Overview

We are a clinical and science-based company that is focused on developing and commercializing white label gel-based delivery solutions for prescription drugs, nutraceuticals, pet care and other products. A "white label" gel-based delivery solution is where we produce a product that other companies rebrand as their own product. Our principal products are edible gels, which we refer to as gels, and their application in gel-based dosage forms. Our current product suite consists of multiple products that sit within five core verticals — for pets, sports, pharmaceutical (pharma), over-the-counter (OTC) and nutraceutical — all of which leverage our patent pending multiple-ingredient dosage forms, and that we expect to have a wide range of applications and consumers. We currently focus our efforts on out-licensing our technology to companies to develop and create new products they can manufacture and sell within their established and researched markets, while we continue to manufacture our existing products under license ("**white label**").

Of our products already licensed, two clients have placed initial orders for nutraceutical products, and there have been four other products in the sports vertical ordered. From these orders, we shipped 15,000 units during May 2022, 250,000 units during June 2022 and 60,000 units in December 2022. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. The Company expects to fulfill the remaining orders in the third quarter of the fiscal year ended June 30, 2024. In January 2023, one of our existing clients placed further orders for two new products totaling 120,000 units, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new client placed an order for 80,000 units. We plan to manufacture and deliver these new units ordered in the third quarter of the fiscal year ended June 30, 2024. In October 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). We expect to manufacture and deliver the October 2023 orders in the third quarter of the fiscal year ended June 30, 2024.

Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including establishing an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. For the year ended June 30, 2023, total units ordered were 200,000 and none were with related parties. Cumulatively, from our inception through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. With regards to the pets, nutraceutical and sports vertical, we designed these products to have no regulatory hurdles to overcome as they have food grade classifications and therefore do not require regulatory approvals. We designed our gel platform to enhance the tolerability and stability of drugs while maintaining their efficacy. Products in the pharma vertical will require regulatory approval.

We have been funded since inception through a combination of equity contributions, related party loans and Australian government grants/tax incentives. We will continue to balance our research and development alongside our revenue generating activities, with AUD$79,843 (USD$57,487) of recognized revenue which are attributable to deferred revenue, plus deferred revenue of AUD$45,437 (USD$32,714) received in the financial year ended June 30, 2023 resulting in an aggregate deferred revenue of AUD$85,359 (USD$61,458) as at June 30, 2023. For the financial year ended June 30, 2022, we generated AUD$147,536 (USD$106,226) of recognized revenue attributable to deferred revenue and AUD$267,301 (USD$192,457) of deferred revenue received in the financial year ended June 30, 2022, resulting in an aggregate deferred revenue of AUD$119,765 (USD$86,231) as at June 30, 2022.

We have prepared and applied for patents which relate to a diagnostic gel product comprising glucose, and certain multiple-health ingredient dosage forms. Our first patent family is comprised of the granted U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 which is for an oral glucose tolerance test gel and testing method for diabetes diagnostics, and pending patent applications in the following additional countries or jurisdictions: Canada, the European Patent Office, India and Qatar. We are seeking to protect products that employ our gel technology in our second patent family which is directed to certain multiple-health ingredient dosage forms which utilize a gel formulation that features agarose and alginate that in certain ratios and pH ranges form gels of specific firmness to deliver two or more health ingredients (including medicines) in a single dosage form. This second patent family is comprised of the granted European Patent Office patent 3809877 and patent pending applications in the following countries: Australia, Brazil, Canada, the Eurasian Patent Organization, Israel, India, Japan, South Korea, Mexico, the People's Republic of China, Saudi Arabia, the United Arab Emirates, the United States, and South Africa. Our vision is to change the way good health is delivered to both humans and animals through our patent pending multiple-health-ingredient gel dosage forms.

We have pending trademark registrations for "Gelteq" in Australia, the United States and several other countries and jurisdictions and registered trademarks for "Gelteq" in Japan, the People's Republic of China, South Korea, Thailand, the United Kingdom and several other countries and jurisdictions. We also have a registered trademark for the Gelteq logo and "Pet Gels" logo in the United Kingdom, which we expect will both be submitted for approval as registered trademarks in the countries and jurisdictions where we have pending and registered trademarks for "Gelteq" referred to in the immediately preceding sentence. We also have pending trademark registrations for a stylized logo of "SportsGel" in Australia, the United States and several other countries and jurisdictions.

We continue to work on preparing additional patent applications. Our third patent application addresses challenges with delivering oil-based products in gels, our fourth patent application covers products produced for the nutritional health dysphagia market where swallowing tablets is challenging, and our fifth patent application addresses pharmaceutical formulations with the delivery of a single Active Pharmaceutical Ingredient (API). These applications have been lodged as provisional patents in the United Kingdom in August 2022, December 2022 and May 2023, respectively. We expect to file our sixth and seventh patent families in the fourth quarter of the fiscal year ended June 30, 2024 to further protect the varying APIs that our gel delivery platform can hold. We anticipate to lodge additional patent applications in addition to our sixth and seventh patent families during the financial year ending June 30, 2024, as we further increase our intellectual property portfolio as we continue to attain U.S. Food and Drug Administration (FDA) approvals for our gel-based drug dosage forms through the 505(b)(2) pathway. *See "Business — Government Regulations — The Hatch-Waxman Amendments — 505(b)(2) NDAs."*

We will continue to seek to protect our intellectual property through a combination of patents, trademarks, trade secrets, non-disclosure and confidentiality agreements, assignments of invention and other contractual arrangements with our employees, consultants, partners, manufacturers, customers and others. We believe these efforts have the potential to protect various proprietary applications of our gel delivery system from imitation.

Our History

Gelteq as an entity began in October 2018, but the initial development work commenced in 2014 by Gelteq co-founder Mr. Nathan J. Givoni.

In January 2015, Mr. Givoni began his long-term collaboration with Monash University in Melbourne, Australia, to verify and test our gel formulations. Our company's first patent family relates to an oral glucose tolerance test gel and testing method for diabetes diagnostics and commenced as a provisional patent in Australia in 2015, which continued to be evaluated and tested before it was submitted as a standard patent application in Australia in 2016. For this first patent family, U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 have been granted with several patent applications pending in a number of foreign countries. This glucose tolerance test gel was the subject of a pilot project, after which the focus shifted to establishing strategic partnerships to further develop industry-specific products, which were nutraceutical formulations such as sugar lowering products for people with pre-diabetes. The development of these products did not require specific regulatory approvals. In 2018, Mr. Simon H. Szewach joined the business and our second patent family was later lodged provisionally in Australia, with a further standard patent application submitted in 2019 in the U.S. and a number of foreign countries. The patent applications of our second patent family are granted by the European Patent Office 3809877 with several patent applications pending in a number of foreign countries. The patent applications are directed to certain multiple-health ingredient gel dosage forms to utilize our gel delivery technology. By 2020, these two patent families had been acquired by Gelteq after it was co-founded by Mr. Givoni and Mr. Szewach. The primary focus of Gelteq has been delivering and creating new and

innovative products that utilize our gel-based technologies. Utilizing the acquired intellectual property, Gelteq completed product development in early 2020 for a suite of nutraceutical products and since that time, has introduced its first product line and actively pursued (through further research and development), additional applications for the gel technology, which is specifically suited for sports, pharmaceutical (pharma) and over-the-counter (OTC) usage.

In April 2021, Gelteq management decided to prioritize the commercialization of its products related to animal health, driven by several key factors:

- the size of the pet nutrient and pet pharma markets in North America, which translated into expansion opportunities for Gelteq;[1]
- a fundamental change in society towards pets with the emergence of pets as an extended part of the family rather than just companion animals is driving consumer spending on pet ownership and pet care. These trends of pet humanization and consumer concerns for pet health and wellness have created a rapidly growing industry for pet health products[2]; and
- the ongoing research and development opportunities with Gelteq's academic partner in Australia, Monash University, which is ranked among the top universities in the world in pharmaceutical science by the 2023 QS World University Rankings for Pharmacy & Pharmacology and is providing more opportunities in the expanded field of animal husbandry, and with another Australian university's veterinary hospital, with whom negotiations for ongoing research and development opportunities are in progress.

Our Strengths

We are seeking to position ourselves as a leader in the application of ingestible gel technology in nutraceutical, drug and supplement delivery in the following manner:

- seeking to position ourselves as an emerging market leader in dosage forms that utilize ingestible gel technology for nutraceutical, pet care, and pharma;
- promoting our products as superior to other methods of oral delivery (i.e., pills, tablets, gummies);
- highlighting our products as addressing unmet issues around swallowing, taste, dosage and efficacy;
- taste-masking ability of Gelteq's patent pending multiple-ingredient gel dosage forms, being able to immediately address unsolved challenges in compliance and dosing;
- creating manufacturing and distribution and sale channels permits expedited time-to-market for high-demand products;
- expanding our intellectual property portfolio by maintaining our 100%-owned U.S. patent for a glucose tolerance testing product, and working to have our additional pending patent applications inside and outside of the United States proceed towards allowance, and filing additional patent applications to protect our new discoveries;
- maintaining our research and development partnership with Australia's Monash University, which is ranked among the top universities in the world in pharmaceutical science by the 2023 QS World University Rankings for Pharmacy & Pharmacology and is providing more opportunities in the expanded field of animal husbandry, while negotiating another research and development partnership with another Australian university's veterinary hospital; and
- signing industry partnerships/licenses for pilot programs with our licensee companies for sport-related gels described herein under *"Business — Material Contracts — Customer Contracts."*

Our Strategy

Overall

The following are highlights of our strategy to promote and expand our business at the present time:

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1 *See Graphical Research (2021). North America Pet Care Market Size By Animal (Dogs, Cats, Birds, Fishes, Horses), By Type (Pet Food {Nutritional, Medicated}, Pet Care Products {Veterinary Care Products, Supplies/OTC Medications}, Service {Pet Grooming/Boarding, Live Animal Purchase), By Distribution Channel (Stores, E-Commerce), Industry Analysis Report, Regional Outlook (U.S., Canada), Application Potential, Competitive Market Share & Forecast, 2021– 2027. Report ID: GR1633*

2 *Ibid.*

- *Greatest unmet demand for our gel dosage forms* — We will focus on dysphagia (the medical term given to difficulty swallowing) and other areas including children and seniors where the need is great and current solutions inadequate. See our discussion of dysphagia later in this document.
- *Fastest ability to grow sales* — we are looking to capitalize on existing opportunities in the market.
- *Highest margins* — certain markets, such as pet nutrients, nutraceuticals and human supplements, offer high margins.
- *Little to no competitors* — We are seeking "blue ocean" markets where the competition is not currently focusing, including in the pharmaceutical (pharma) and over-the-counter (OTC) markets.
- *Highest Demand for a market differentiating delivery platform* — issues such as difficulty in swallowing, need to intake a large amount of drugs or nutrients, and taste making are all areas where our product can show deep differentiation and shine.

Based on this, we have decided to focus our efforts in the following order at the present time:

- *First*, pet health/supplements — We have developed products that comprise health ingredients related to joint health, coat quality, immune boosting, weight loss, diabetes and digestion for felines and canines. The development of the product formulations was completed and the products are awaiting future production at scale in their current form, or alternatively, their formulation can be adjusted by a future license partner, if desired. At this stage, our pet health and supplemental products had been developed from our laboratories, flavored and shown to be shelf stable by our manufacturers and are ready to be sold to the public. Samples of the canine and feline products have been tested respectively on canines and felines, highlighting and verifying acceptance and palatability. Further, we expect to begin formal palatability studies for canine products in the third quarter of the fiscal year ended June 30, 2024. The Company took the decision to delay the clinical study to prioritize additional patent and formulation protections and to finalize establishing our own production line with a local Australian GMP certified manufacturer. The further strengthening of our IP portfolio is designed to allow for a wider expansion into the pharmaceutical sector, with the production line enhancing the speed at which we can expand into this sector.
- *Second*, nutraceuticals — We have developed formulations for products in the nutraceutical sector that include dietary fiber, prebiotics, probiotics, vitamins, polyunsaturated fatty acids, antioxidants, electrolytes and others. At this stage, our nutraceuticals had been developed from our laboratories, flavored and shown to be shelf stable by our manufacturers and are ready to be sold to the public. We have also already sold products in our sports vertical which contain electrolytes and carbohydrates as primary ingredients to PacificPine Tennis Limited, PacificPine Football Limited, PacificPine Golf Limited and Five-Star Sports Hong Kong Limited. We have also sold a product that addresses brain function in our nutraceutical vertical, taking a proprietary powder blend owned by Healthy Extracts Inc. (OTCQB:HYEX) and creating an easy to consume gel product for Healthy Extracts Inc. and their customers. In addition, we have sold 20,000 units of Hypogel in our nutraceutical vertical, our product formulation that acts as a glucose boost to Lifestyle Breakthrough Holdings Pty Ltd. For these clients, we shipped an aggregate of 265,000 units for the year ended June 30, 2022, with all these shipped products now recognized as revenue during the financial year ended June 30, 2022. The remainder orders continue to be held as deferred revenue, of which the Company has fulfilled 60,000 units in December 2022 and expects to fulfill the outstanding orders of 45,000 products in the third quarter of the fiscal year ended June 30, 2024. For the year ended June 30, 2023, an existing customer placed further orders for two new products that respectively aids gut health and lowers sugar absorption, totaling 120,000 units, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new Australian client placed an order for 80,000 units for the product that lowers sugar absorption all in our nutraceutical vertical. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. The Company expects to fulfill the remaining orders in the third quarter of the fiscal year ended June 30, 2024. In October 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). We expect to manufacture and deliver the October 2023 orders in the third quarter of the fiscal year ended June 30, 2024. Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including establishing an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which

approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. For the year ended 30 June, 2023, total units ordered were 200,000 and none were with related parties. Cumulatively, through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. Further product formulations are in development, and are available as samples, with production to occur when a potential license partner is engaged.

- *Third*, healthcare/pharma — These could include pharmaceutical products for both human and pets, including those for people with swallowing issues. In our lab, we have developed several pharmaceutical products for treatment of pain which have undergone dissolution studies. We expect one of these products will soon be entered into the 505(b)(2) pathway with the FDA, and potentially equivalent regulatory bodies in other regions. We also expect to work with license partners to create additional pharmaceutical products for human or animals, which would require regulatory approval once developed. These future products potentially include gel dosage forms comprising a new API of a future licensing partner, which would require an NDA, or, for approved APIs, the 505(b)(2) pathway can be pursued.

Strategy Steps

Gelteq's strategy is based on delivering innovative gel dosage forms that change the way good health is delivered to both humans and animals through our patent pending multiple-health-ingredient gel dosage forms. To achieve this objective, we intend to pursue the following:

- Maximize the commercial potential of our animal health and nutraceutical products through licensing and partnerships. We will continue to focus on white label and private label manufacturing using our patent pending multiple-health ingredient gel dosage forms, and then leveraging the brand awareness of the licensee and their existing customer base to ensure greater volumes of products are sold and then reordered from Gelteq. We began building relationships with animal health companies initially, closely followed by pharmaceutical companies, nutrition providers and sports organizations through which our products will be sold.
- Obtain FDA approval for our own gel-based drug dosage forms, through the 505(b)(2) pathway. To target the pain management market, we are currently taking an off-patent API for treatment of pain down the 505(b)(2) pathway and have completed dissolution studies. This has the potential, if approved by the FDA, to be available as our own gel-based OTC product with potential options to license-out or sell ourselves to consumers, or through a range of distributors. For this API candidate, we have completed dissolution comparisons to existing market products so that our future clinical data can be compared in bioequivalence studies to an existing FDA approved product containing the same API. We have yet to perform further pre-clinical and clinical studies on bioequivalence and safety in humans which are required for a FDA approval of different dosage forms. These clinical studies are expected to be run concurrently to further stability testing, with our initial research and development lab stability data not indicating any instability. Our API pipeline includes a further prescription medication API candidate that, once its dissolution study is completed, and its results are analyzed and collated, we expect to proceed with as described above for the OTC API.
- Expand our product suite to be made available to potential licensees. We will continuously conduct research and development and evaluate opportunities to leverage our gel delivery technology and patent pending multiple-health ingredient gel dosage forms, to develop additional products within pharmaceutical, nutraceutical OTC and prescription markets.
- Complete clinical testing of our gel delivery technology with a variety of APIs. We are currently working on a multitude of pharmaceutical APIs that are available in different chemical structures, prioritizing dysphagia-based APIs, where we believe there is the greatest unmet need for an oral drug delivery system that has the potential to overcome the challenges of swallowability, taste, dosage and efficacy.

Recent Developments

On April 25, 2023, we entered into a letter of engagement with R.F. Lafferty & Co., Inc. ("**Lafferty**") in connection with the Company's initial public offering and other financing activities which engagement has been extended until April 30, 2024. The foregoing agreement expired in October 2023. However, on November 17, 2023, we

and Lafferty agreed to extend the agreement until January 31, 2024 on the same terms as the original agreement. Further, on February 15, 2024, we and Lafferty agreed to extend the agreement until April 30, 2024 under the same terms as the original agreement. See "Underwriting" in this prospectus for more information regarding our arrangements with R.F. Lafferty & Co., Inc.

On October 15, 2023, we and Ocean Street Partners, Inc. ("**OSP**") entered into a consulting contract (the "**OSP Consulting Contract**") pursuant to which OSP agreed to advise us in connection with the initial public offering in consideration for (i) a cash payment of USD$100,000 upon the closing of the initial public offering by December 31, 2023 and (ii) 20,000 shares with an issue price of USD$5.00 per share upon the closing of the initial public offering by December 31, 2023 to be issued upon the closing of the initial public offering. The foregoing terms were agreed to by both parties in the June 30, 2023 financial year and the balances have been recognized as liabilities in that reporting period, and the consulting contract was merely the formal documentation required to consolidate this consultancy arrangement. The OSP Consulting Agreement expires on April 15 2024 unless terminated by either party on an earlier date. However, we believe that we do not owe any compensation under the OSP Consulting Contract as the contemplated initial public offering date did not close by December 31, 2023.

On October 19, 2023, we have received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800).

On December 15, 2023, our board of directors accepted the resignation of Craig Young as Company Secretary and Chief Financial Officer and on the same day appointed Rosalyn Gladwin as our new Company Secretary.

On February 2, 2024, our board of directors approved the issuance of convertible notes (the "**February 2024 Convertible Note**") to raise up to AUD$400,000. Each February 2024 Convertible Note shall have a face value of AUD$1, an annual interest rate of 6% and have a maturity date of December 31, 2025. Each holder of a February 2024 Convertible Note may, prior to 90 days of their maturity date and pursuant to the terms therein, either elect to convert their February 2024 Convertible Note into Ordinary Shares at a conversion discount rate of 22% or redeem their February 2024 Convertible Note for an Australian cash payment. As at the date of this prospectus, the Company has received AUD$227,486 (approximately AUD$75,000 plus approximately USD$100,000 calculated at the daily exchange rate when each amount was received) through the issuance of the February 2024 Convertible Notes.

On February 5, 2024, our board of directors appointed Anthony Panther as our Chief Financial Officer.

On February 13, 2024, we and Arc Group Limited ("**Arc**") entered into a consulting contract pursuant to which Arc agreed to advise us in connection with the initial public offering in consideration for (i) a cash payment of USD$100,000 upon the closing of the initial public offering by June 30, 2024 and (ii) 20,000 shares with an issue price of USD$5.00 per share upon the closing of the initial public offering by June 30, 2024 to be issued upon the closing of the initial public offering.

Implications of Being an "Emerging Growth Company"

As a company with less than USD$1.235 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An "emerging growth company" may take advantage of reduced reporting requirements that are otherwise applicable to larger public companies. In particular, as an emerging growth company, we:

- may present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations, or "MD&A";
- are not required to provide a detailed narrative disclosure discussing our compensation principles, objectives and elements and analyzing how those elements fit with our principles and objectives, which is commonly referred to as "compensation discussion and analysis";
- are not required to obtain an attestation and report from our auditors on our management's assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002;
- are not required to obtain a non-binding advisory vote from our shareholders on executive compensation or golden parachute arrangements (commonly referred to as the "say-on-pay," "say-on frequency" and "say-on-golden-parachute" votes);
- are exempt from certain executive compensation disclosure provisions requiring a pay-for-performance graph and chief executive officer pay ratio disclosure;

- are eligible to claim longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act; and
- will not be required to conduct an evaluation of our internal control over financial reporting.

We intend to take advantage of all of these reduced reporting requirements and exemptions, with the exception of the longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act.

Under the JOBS Act, we may take advantage of the above-described reduced reporting requirements and exemptions until we no longer meet the definition of an emerging growth company. The JOBS Act provides that we would cease to be an "emerging growth company" at the end of the fiscal year in which the fifth anniversary of our initial sale of common equity pursuant to a registration statement declared effective under the Securities Act of 1933, as amended, herein referred to as the Securities Act, occurred, if we have more than USD$1.235 billion in annual revenues, have more than USD$700 million in market value of the Ordinary Shares held by non-affiliates, or issue more than USD$1 billion in principal amount of non-convertible debt over a three-year period.

Implications of Being a Foreign Private Issuer

We are a foreign private issuer within the meaning of the rules under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As such, we are exempt from certain provisions applicable to United States domestic public companies. For example:

- we are not required to provide as many Exchange Act reports, or as frequently, as a domestic public company;
- for interim reporting, we are permitted to comply solely with our home country requirements, which are less rigorous than the rules that apply to domestic public companies;
- we are not required to provide the same level of disclosure on certain issues, such as executive compensation;
- we are exempt from provisions of Regulation FD aimed at preventing issuers from making selective disclosures of material information;
- we are not required to comply with the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act; and
- we are not required to comply with Section 16 of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and establishing insider liability for profits realized from any "short-swing" trading transaction.

We will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the Nasdaq. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

The Nasdaq listing rules provide that a foreign private issuer may follow the practices of its home country, which for us is Australia, rather than the Nasdaq rules as to certain corporate governance requirements, including the requirement that the issuer have a majority of independent directors and the audit committee, compensation committee and nominating and corporate governance committee requirements, the requirement to disclose third party director and nominee compensation and the requirement to distribute annual and interim reports. A foreign private issuer that follows a home country practice in lieu of one or more of the listing rules shall disclose in its annual reports filed with the SEC each requirement that it does not follow and describe the home country practice followed by the issuer in lieu of such requirements. Although we do not currently intend to take advantage of these exceptions to the Nasdaq corporate governance rules, we may in the future take advantage of one or more of these exemptions.

Corporate Information

Our registered office is located at Vistra Australia, Level 4, 100 Albert Road, South Melbourne VIC, 3025, Australia. Our principal place of business is located at 639-641 Glenhuntly Road, Caulfield, VIC 3162, Australia and our

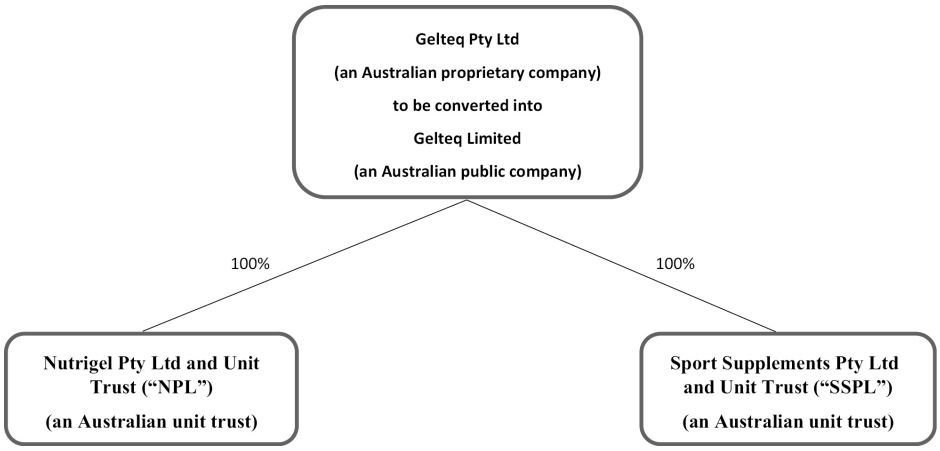
telephone number is +61 3 9087 3990. Our website address is *http://www.gelteq.com*. The information contained therein, or that can be accessed therefrom, is not and shall not be deemed to be incorporated into this prospectus or the registration statement of which it forms a part.

Corporate History and Structure

We were incorporated under the laws of the State of Victoria, Australia on October 15th, 2018. Our technology was assigned to us by our founders and a predecessor entity, who developed it prior to the incorporation of our company. The intellectual property was then assigned to Gelteq at Gelteq's inception to continue to build on this work.

We currently have two direct, wholly-owned subsidiaries as part of our organizational structure: Nutrigel Pty Ltd and Unit Trust (**"NPL**") and Sport Supplements Pty Ltd and Unit Trust (**"SSPL"**) as described under *"Management Discussion and Analysis of Financial Condition and Results of Operations — Acquisition of Nutrigel Pty Ltd and Unit Trust (NPL) and Acquisition of Sport Supplements Pty Ltd and Unit Trust (SSPL)."*

The chart below summarizes our corporate structure, including our direct, wholly-owned subsidiaries, as of the date of this prospectus:



Risk Factor Summary

Investing in the Ordinary Shares entails a high degree of risk as more fully described under *"Risk Factors."* You should carefully consider such risks before deciding to invest in our securities. These risks include, among others:

- we are a growth-stage company with a history of losses, and we expect to incur significant expenses and continuing losses for the near-term;
- we have experienced growth and expect to invest in growth for the foreseeable future. If we fail to manage our growth effectively, our business, operating results and financial condition could be adversely affected;
- we currently face competition from a number of companies and expect to face significant competition in the future in our market;
- if we are unable to protect our intellectual property rights, our business, competitive position, financial condition and results of operations could be materially and adversely affected;
- non-compliance with requirements imposed by government patent agencies in jurisdictions where we have patent protection could reduce or eliminate our patent protection;
- intellectual property rights do not necessarily address all potential threats;

- the COVID-19 pandemic has had, and may continue to have, a material adverse effect on our financial condition and results of operations;
- we are expanding our operations internationally, which will expose us to additional tax, compliance, market and other risks;
- we will incur increased expenses and administrative burdens as an Australian public company treated as a public company in the United States, which could have an adverse effect on our business, financial condition and results of operations;
- we may be adversely affected by foreign currency fluctuations;
- any failure to comply with anticorruption and anti-money laundering laws, including the FCPA and similar laws associated with activities outside of the United States, could subject us to penalties and other adverse consequences;
- we could be adversely impacted if we fail to comply with U.S. and international import and export laws;
- any failure to comply with laws relating to labor and employment could subject us to penalties and other adverse consequences;
- as a "foreign private issuer" under the rules and regulations of the U.S. Securities and Exchange Commission, or SEC, we are permitted to, and may, file less or different information with the SEC than a company incorporated in the United States or otherwise not filing as a "foreign private issuer," and we follow certain home country corporate governance practices in lieu of certain Nasdaq requirements applicable to U.S. issuers as described herein under "*Risk Factors — As a foreign private issuer, we are exempt from a number of rules under the U.S. securities laws and are permitted to file less information with the SEC than a U.S. company"* and *"— As a foreign private issuer, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards and these practices may afford less protection to shareholders than they would enjoy if we complied fully with Nasdaq corporate governance listing standards;"*
- as an "emerging growth company" under the JOBS Act and will be able to avail ourselves of reduced disclosure requirements applicable to emerging growth companies, which could make the Ordinary Shares less attractive to investors;
- the offering prices of the primary offering and resale offering could differ;
- the resale by the Selling Shareholders may cause the market price of our Ordinary Shares to decline; and
- there is substantial doubt about our ability to continue as a going concern.

THE OFFERING

The summary below describes the principal terms of the offering of our company's Ordinary Shares. *The "Description of Securities in this Offering*" section of this prospectus contains a more detailed description of our company's Ordinary Shares.

Ordinary Shares	Our Ordinary Shares, without par value, referred to herein as the Ordinary Shares.
Offering of Ordinary Shares	1,300,000 Ordinary Shares (or 1,495,000 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares).
Initial public offering price:	USD$5.00 per Ordinary Share.
Number of Ordinary Shares offered by the selling shareholders:	1,749,243 Ordinary Shares.
Ordinary Shares outstanding immediately before the offering:	8,118,075 Ordinary Shares are outstanding as of the date of this prospectus. 8,138,075 Ordinary Shares are expected to be outstanding immediately before the offering as follows: (i) 8,118,075 Ordinary Shares outstanding as of the date of this prospectus, *plus* (ii) 20,000 Ordinary Shares expected to be issued at listing pursuant to an agreement entered into with a counterparty in February 2024 but *excluding* any shares issuable upon conversion of the Convertible Notes.
Ordinary Shares to be outstanding immediately after this offering:	9,438,075 Ordinary Shares (or 9,633,075 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares) are expected to be outstanding immediately after the offering as follows (excluding any shares issuable upon conversion of the Convertible Notes): the 8,138,075 Ordinary Shares expected to be outstanding immediately before the offering as described above plus 1,300,000 Ordinary Shares (or 1,495,000 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares).
Over-allotment option to purchase additional Ordinary Shares	We have granted to the underwriters an option, exercisable for 45 days from the date of this prospectus, to purchase up to an aggregate of 195,000 additional Ordinary Shares at the public offering price, less underwriting discounts and commissions.
Use of Proceeds	We estimate that the net proceeds to us from this offering will be approximately USD$5.38 million, with an initial public offering price of USD$5.00 per Ordinary Share, after deducting the underwriting discounts, commissions and estimated offering expenses payable by us. We intend to use the proceeds from this offering, together with our existing cash and cash equivalents, to help advance and protect our intellectual property, accelerate sales and marketing, fund research and development, formulations, regulatory and compliance and capital expenditure on manufacturing production equipment, working capital and reserves and general corporate purposes. See *"Use of Proceeds"* section of this prospectus.

Dividend Policy	We have never declared or paid cash dividends on our Ordinary Shares. We currently do not have any plans to pay cash dividends. Rather, we currently intend to retain all of our available funds and any future earnings to operate and grow our business. Any future determination to pay dividends will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant. See "*Dividend Policy*."
Lock-up Periods	Our officers, directors and holders of 4% or greater of our issued and outstanding Ordinary Shares have agreed not to sell, transfer or dispose of any Ordinary Shares or similar securities (the foregoing transfer restrictions, the "**Lock-Up**") for a period of 6 months from the date of the initial closing of this offering. In connection with the Pre-IPO Raise, each of the investors in the Pre-IPO Raise agreed to separate Lock-Ups with respect to the Ordinary Shares purchased in the Pre-IPO Raise. See "*Shares Eligible for Future Sale*" and "*Underwriting*."
Nasdaq listing	We have reserved the symbol "GELS" for the purpose of listing the Ordinary Shares on the Nasdaq Capital Market, or Nasdaq, and we have applied to list the Ordinary Shares on the Nasdaq. No assurance can be given that its application will be approved. In the event that the Ordinary Shares are not approved for listing on the Nasdaq, we will not proceed with this underwritten offering.
Risk factors	See "*Risk Factors*" for a discussion of risks you should carefully consider before investing in the Ordinary Shares.

The total number of Ordinary Shares that will be outstanding immediately after this offering is based on the 8,138,075 Ordinary Shares are expected to be outstanding immediately before the offering as follows: (i) 8,118,075 Ordinary Shares outstanding as of the date of this prospectus, *plus* (ii) 20,000 Ordinary Shares expected to be issued at listing pursuant to an agreement in February 2024, but excluding any shares issuable upon conversion of the Convertible Notes. Unless otherwise indicated, the Ordinary Shares outstanding immediately after this offering excludes the Ordinary Shares that may be issued pursuant to the equity incentive plan to be offered to our employees described herein under *"Executive Compensation — Engagement of Executives — Equity Incentive Plan."*

SUMMARY FINANCIAL DATA

The following tables set forth selected historical financial data for our business. The selected historical financial data (in AUD$) for our business is taken from our audited consolidated financial statements which have been prepared in accordance with International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRSs). Our historical results are not necessarily indicative of the results that may be expected in the future. You should read this data together with our audited consolidated financial statements and related notes appearing elsewhere in this prospectus as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations," appearing elsewhere in the prospectus.

We have derived the summary statements of loss and comprehensive loss data for the years ended June 30, 2023 and June 30, 2022 and the summary statement of financial position data as of June30, 2023 and as of June 30, 2022, from our audited consolidated financial statements as at June30, 2023 and as at June 30, 2022, and for the two years then ended.

Summary Statement of Consolidated Profit or Loss:

	For the year ended June 30,	
	2023	**2022**
Revenue		
Revenue from contracts with customers	79,843	147,536
Gains from loan modifications	222,681	—
Other income	317,888	225,552
Expenses		
Raw materials and consumable expenses	(48,925)	(94,874)
Advertising & marketing expense	(166,929)	(68,441)
Consulting fees	(80,407)	(268,676)
Depreciation and amortization expenses	(1,226,491)	(1,215,260)
Employee benefit expense	(752,584)	(272,121)
Finance costs	(404,069)	(175,634)
IPO related expenses	(278,319)	(614,304)
Legal Fees	(5,270)	(24,744)
Pharmaceutical research and development		
Research expense	(665,035)	(529,017)
Share based expense	—	(34,722)
Other expenses	(69,681)	(58,436)
Corporate expenses	(428,922)	(263,443)
Intellectual Property Services	—	(122,307)
(Loss) before income tax	(3,506,220)	(3,368,891)
Tax income		
(Loss)	**(3,506,220)**	**(3,368,891)**
Weighted average number of Ordinary Shares – basic and diluted	7,940,026	7,336,000
Loss per share attributable to owners of the company – basic and diluted	(0.44)	(0.46)

Summary Statement of Consolidated Comprehensive Income:

	For the year ended June 30,	
	2023	**2022**
(Loss)	(3,506,220)	(3,368,891)
Other comprehensive income		
Total other comprehensive income	—	—
Total comprehensive (expense)	(3,506,220)	(3,368,891)
Total comprehensive (expense) attributable to members of the company	**(3,506,220)**	**(3,368,891)**

Summary Statement of Financial Position Data:

	As of June 30, 2023	As of June 30, 2022
ASSETS		
Current Assets		
Cash and cash equivalents	399,224	162,485
Trade and other receivables	345,291	250,666
Inventories	95,201	95,201
Prepayments and other assets	151,258	211,713
Total Current Assets	990,974	720,065
Non-Current Assets		
Right-of-use assets	10,001	40,004
Intangible Assets	21,493,661	22,648,721
Total Non-Current Assets	21,503,662	22,688,725
Total Assets	22,494,636	23,408,790
LIABILITIES		
Current Liabilities		
Trade and other payables	1,184,404	881,887
Deferred Revenue	85,359	119,765
Borrowings	5,086	5,086
Lease liabilities	11,896	34,707
Employee benefit provisions	77,780	39,515
Total Current Liabilities	1,364,525	1,080,960
Non-Current Liabilities		
Borrowings	2,471,619	1,460,540
Lease liabilities	—	11,896
Total Non-Current Liabilities	2,471,619	1,472,436
Total Liabilities	3,836,144	2,553,396
Net Assets	**18,658,492**	**20,855,394**
EQUITY		
Issued capital	26,608,227	25,298,909
Reserves	—	34,722
Accumulated losses	(7,949,735)	(4,478,237)
Total Equity (Deficit)	**18,658,492**	**20,855,394**

RISK FACTORS

An investment in the Ordinary Shares involves a high degree of risk. Before deciding whether to invest in the Ordinary Shares, you should consider carefully the risks described below, together with all of the other information set forth in this prospectus, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operation" and our consolidated financial statements and related notes. If any of these risks actually occurs, our business, financial condition, results of operations or cash flow could be materially and adversely affected, which could cause the trading price of the Ordinary Shares to decline, resulting in a loss of all or part of your investment. Further, if we fail to meet the expectations of the public market in any given period, the market price of the Ordinary Shares could decline. Our business involves significant risks and uncertainties, some of which are outside of our control. If any of these risks actually occurs, our business and financial condition could suffer and the price of the Ordinary Shares could decline. The risks described below are not the only ones that we face. Additional risks not presently known to us or that we currently deem immaterial may also affect our business. You should only consider investing in the Ordinary Shares if you can bear the risk of loss of your entire investment.

Risks Related to Our Business and Industry

We have a history of operating losses and may not achieve or sustain profitability in the future

We have incurred operating losses since our inception and expect to continue to incur operating losses for the foreseeable future. We have recently commenced marketing our products and cannot be sure we will be able to continue to increase our sales to achieve profitability. Our ability to achieve profitability depends on a number of factors, including our ability to successfully market our existing products, directly or through partners, continue to develop new products, obtain regulatory approval for our products, as necessary and consummate partnership and licensing agreements.

We expect to continue to incur losses for the foreseeable future, and these losses will likely increase as we:

- develop new products;
- complete testing of products that we have developed;
- clinical trials can offer take longer than expected and be more costly than originally budgeted for;
- negotiate partnerships and licensing arrangements with respect our products;
- implement internal systems and infrastructures;
- hire management and other personnel; and
- ramp up our sales and marketing infrastructure and operations to drive sales of our products.

If we are unsuccessful in developing products or if our products do not achieve market acceptance, we may never become profitable. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our inability to achieve and then maintain profitability would negatively affect our business, financial condition, results of operations and cash flows. Moreover, our prospects must be considered in light of the risks and uncertainties encountered by an early-stage company and in highly regulated and competitive markets, such as the drug delivery market, where regulatory approval and market acceptance of our products are uncertain. There can be no assurance that our efforts will ultimately be successful or result in revenues or profits.

We will require substantial additional financing to achieve our goals, and a failure to obtain this necessary capital when needed could force us to delay, limit, reduce or terminate our product development or commercialization efforts.

We incurred total losses in the past of approximately AUD$3,506,220 and AUD$3,368,891 in the fiscal years ended June 30, 2023 and 2022 respectively. Our ability to achieve and sustain profitability in the future depends in part on the rate of growth of, and changes in technology trends in, our market; the global economy; our ability to develop new products and technologies in a timely manner; the competitive position of our products; our ability to manage our operating expenses; and other factors and risks, some of which are described in this prospectus. We may also seek to

increase our operating expenses and make additional expenditures in anticipation of generating higher revenues, which we may not realize, if at all, until sometime in the future. As such, there can be no assurance that we will be able to achieve or sustain profitable operations in the future.

We have expended and believe that, subject to receiving adequate financing and/or entering into a collaboration agreement, we will continue to expend significant operating and capital expenditures for the foreseeable future developing, establishing licensing and partnership arrangement and marketing our products. These expenditures will include, but are not limited to, costs associated with research and development, manufacturing, conducting studies of new products and product applications, contracting with research organizations, obtaining and retaining development, sales and marketing partnerships and hiring additional management and other personnel. We cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of our products and any other future product. In addition, other unanticipated costs may arise. As a result of these and other factors currently unknown to us, we will require additional funds, through public or private equity or debt financings or other sources, such as strategic partnerships and alliances and licensing arrangements. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans. A failure to fund these activities may harm our growth strategy, competitive position, quality compliance and financial condition.

Our future capital requirements depend on many factors, including:

- the scope, progress, results and costs of researching and developing our products;
- the cost of manufacturing our products;
- our ability to establish and maintain strategic partnerships, licensing, supply or other arrangements and the financial terms of such agreements;
- the costs involved in preparing, filing, prosecuting, maintaining, defending and enforcing patent claims, including litigation costs and the outcome of such litigation;
- the expenses needed to attract and retain skilled personnel; and
- any product liability or other lawsuits related to existing and/or any future products.

Additional funds may not be available when we need them, on terms that are acceptable to us, or at all. If adequate funds are not available to us on a timely basis, we may be required to delay, limit, reduce or terminate research and development activities for our products or delay, limit, reduce or terminate our establishment of sales and marketing capabilities or other activities that may be necessary to commercialize our products.

Our operating results may fluctuate, as we have created a new class of products for which demand is unknown, which makes our results difficult to predict and could cause our results to fall short of our expectations.

Our principal products are edible gels, which we refer to as gels, and their application in gel-based dosage forms. While other companies manufacture and sell edible gels, we believe we are the first company to market edible gels in many of the verticals industries we are targeting. Going forward, our operating results may fluctuate as a result of a number of factors, including, without limitation, the costs associated with raw materials, manufacturing costs and expenses and the costs incurred in our marketing and distribution and sales network, many of which are outside of our control. As a result, comparing our operating results on a period-to-period basis may not be meaningful, and you should not rely on our past results as an indication of our future performance. Our interim, year-to-date, and annual expenses as a percentage of our revenues may differ significantly over time. Our operating results in future quarters may fall below expectations.

Because our business is changing and evolving, our historical and current operating results may not be useful to you in predicting our future operating results.

Fluctuations in the prices of raw materials can increase the cost of our products, impact our ability to meet production commitments, and may adversely affect our results of operations.

The cost of raw materials is a key element in the cost of our gels. Our inability to offset material price inflation through increased prices to customers and suppliers, or through productivity actions could adversely affect our results of operations. Many major components, product equipment items, and raw materials are procured or subcontracted,

which may negatively affect the availability and price of essential aspects of our products. Our inability to fill our supply needs would jeopardize our ability to fulfill obligations under our contracts, which could, in turn, result in reduced sales and profits, contract penalties or terminations, and damage to our customer and distributor relationships. The cost of raw materials that are applied to manufacture our products has been impacted and is expected to continue to be impacted by the risks we may face related to the ongoing COVID-19 pandemic and may be impacted by the risks we may face arising from the Russian invasion of Ukraine as described herein.

There is substantial doubt about our ability to continue as a going concern.

Our audited financial statements for the years ended June 30, 2023 and 2022, were prepared assuming that we will continue as a going concern. In addition, as discussed in Note 4 of the financial statements for the years ended June 30, 2023 and 2022, the Company is in a current liability position as of June 30, 2023 and 2022, and has suffered recurring losses from operations. These conditions raise substantial doubt on our ability to continue as a going concern. The report of our independent registered public accounting firm on our financial statements for the years ended June 30, 2023 and 2022 included an explanatory paragraph on the doubt of our ability to continue as a going concern in order to draw prospective investors' attention to the relevant note in the financial statements for the years ended June 30, 2023 and 2022.

As discussed in Note 4 of the financial statements for the years ended June 30, 2023 and 2022, our ability to continue as a going concern will be dependent upon management's plans and execution, which includes raising additional capital, either through the proposed public offering or raising funds through private markets or the issue of additional Convertible Notes, obtaining regulatory approvals for its products and generating revenues from these products and reducing expenditure accordingly if required, in order to be able to pay its debts as and when they fall due. If we are unable to close this offering, fail to obtain regulatory approval for our products, or fail to raise additional capital in debt or equity financing on terms favorable to us, then we may be unable to achieve our objectives. Further, subsequent to the Company's board of directors signing of the June 30, 2023 and 2022 financial statements in December 2023, the shareholder loans, issued on January 20, 2022 collectively have maturity dates of December 31, 2024 and such loans and will become due within 12months from February 2024. As such, our ability to continue as a going concern is also dependent on our management's ability to either extend the maturity date of such shareholder loans or have the shareholders elect to convert such loans into equity.

The COVID-19 pandemic has had, and may continue to have, a material adverse effect on our financial condition and results of operations.

We face risks related to public health crises, including the COVID-19 pandemic. The effects of the COVID-19 pandemic, including travel bans, prohibitions on group events and gatherings, shutdowns of certain businesses, curfews, and recommendations to practice social distancing in addition to other actions taken by both businesses and governments, resulted in a significant and swift reduction in international and Australian economic activity. The unprecedented global health and economic crisis contributed to the significant decrease in economic activity in 2020 in general and resulted in shut down of our offices which had and could in the future continue to have a material adverse impact on our financial condition and results of operations.

Since the beginning of 2021, the distribution of COVID-19 vaccines progressed and many government-imposed restrictions were relaxed or rescinded. However, we continue to monitor the effects of the pandemic on our operations. As a result of the ongoing COVID-19 pandemic, our operations, and those of our operating partners, have and may continue to experience delays or disruptions and temporary suspensions of operations and increased volatility. In addition, our results of operations and financial condition have been and may continue to be adversely affected by the ongoing COVID-19 pandemic.

The extent to which our operating and financial results are affected by COVID-19 will depend on various factors and consequences beyond our control, such as the emergence of more contagious and harmful variants of the COVID-19 virus, the duration and scope of the pandemic, additional actions by businesses and governments in response to the pandemic, and the speed and effectiveness of responses to combat the virus. COVID-19, and the volatile regional and global economic conditions stemming from the pandemic, could also aggravate the other risk factors that we identify herein. While the effects of the COVID-19 pandemic have lessened recently in Australia, we cannot predict the duration or future effects of the pandemic, or more contagious and harmful variants of the COVID-19 virus, and such effects may materially adversely affect our results of operations and financial condition in a manner that is not currently known to us or that we do not currently consider to present significant risks to our operations.

We face risks related to the ongoing Russian invasion of Ukraine and any other conflicts that may arise on a global or regional scale which could adversely affect our business and results of operations.

On February 24, 2022, the Russian Federation launched an invasion of Ukraine that has had an immediate impact on the global economy resulting in higher energy prices and higher prices for certain raw materials and goods and services which in turn is contributing to higher inflation in Australia and the United States and other countries across the globe with significant disruption to financial markets and supply and distribution chains for certain raw materials and goods and services on an unprecedented scale. The impact of the sanctions has also included disruptions to financial markets, an inability to complete financial or banking transactions, restrictions on travel and an inability to service existing or new customers in a timely manner in the affected areas of Europe. The Russian Federation could resort to cyberattacks and other action that impact businesses across the United States, the European Union, Australia and other nations across the globe including those without any direct business ties to the Russian Federation. The Russian invasion of Ukraine has continued to escalate without any resolution of the invasion foreseeable in the near future with the short and long-term impact on financial and business conditions in Europe remaining highly uncertain.

The U.S. and the European Union responded to Russia's invasion of Ukraine by imposing various economic sanctions on the Russian Federation to which the Russian Federation has responded in kind. The United Kingdom, Japan, South Korea, Australia and other countries across the globe have imposed their own sanctions on the Russian Federation. The United States, the European Union and such other countries acting together or separately could impose wider sanctions or take further actions against the Russian Federation if the conflict continues to escalate. Multinational corporations and other corporations and businesses with business and financial ties to the Russian Federation have either reduced or eliminated their ties to the Russian Federation in a manner that often exceeds what is required pursuant to sanctions by these countries. While we do not have any direct business or financial ties to the Russian Federation as part of our own business the impact of higher energy prices and higher prices for certain raw materials and goods and services resulting in higher inflation and disruptions to financial markets and disruptions to manufacturing and supply and distribution chains for certain raw materials and goods and services across the globe may impact our business in the future. We will assess and respond where appropriate to any direct or indirect impact that the Russian invasion of Ukraine has on the availability or pricing of the raw materials for our products, manufacturing and supply and distribution chains for our products and on the pricing and demand for our products.

Reduced availability or higher prices for the raw materials used in manufacturing our products, other higher costs and expenses associated with the manufacturing of our products, disruptions to manufacturing of our products and supply and distribution chains and other factors that may result in higher prices or lower demand for our products arising directly or indirectly from the continuing impact of the ongoing Russian invasion of Ukraine or other conflicts that may arise on a global or regional scale could result in decreases from any projections of sales and margins for our business making past performance less predictive of future performance of our business. In addition, any deterioration in credit markets resulting directly or indirectly from the ongoing Russian invasion of Ukraine could limit our ability to obtain external financing to fund our operations and capital expenditures. We may experience losses on our holdings of cash and investments due to failures of financial institutions and other parties. Adverse economic conditions may also result in a higher rate of losses on accounts receivables that we accrue in the future due to credit defaults. As a result, a downturn in the worldwide economy resulting from the Russian invasion of Ukraine and other conflicts with a global impact that may arise from time to time could have a material adverse effect on our business, results of operations, and/or financial condition.

If the market for our gels does not develop or become sustainable, expands more slowly than we expect, or becomes saturated, our revenues may fail to materialize, and our financial condition and results of operations could be materially and adversely affected.

The market for our products is new and rapidly evolving, and we may face an unexpected number of competitors. We believe that our innovative gel products are addressing a market that did not exist previously and there is no assurance that the gel industry will develop as envisioned by us, or that, if it does develop, we will succeed in executing our business plan, or acquiring any meaningful market share. Our success is highly dependent on the market's acceptance of our technology and our products, and on our leadership of any market that materializes. If the market for our products does not materialize, become sustainable, or becomes saturated with competing products or services, our revenues may not materialize, or may be lower than projections, and our financial condition and results of operations could be materially and adversely affected. Should lower than expected sales occur, we intend to adjust our expenses to align with the revenue generated to ensure we remain financially solvent and as a going concern.

Our success depends on our ability to obtain market acceptance for our products and services.

Our future success and the planned growth and expansion of our business depend on us achieving broad acceptance of our products and growing our customer base. This depends, in part, on our technology, our ability to respond to consumer preferences, our marketing plans, our ability to locate and enter into agreements with partners and adoption of our products. If we are unable to obtain customer acceptance, to effectively market our products directly or through partners, our business and results of operations will be materially impaired.

The loss of the services of our key personnel would negatively affect our business.

Our future success depends to a large extent on the continued services of our senior management and key personnel, including, in particular, Mr. Simon H. Szewach, our Executive Chairman of the board of directors and, our Chief Executive Officer, Nathan J. Givoni. Any loss of the services of members of our senior management or other key personnel, and especially those of Mr. Szewach and Mr. Givoni, would adversely affect our business. We have attempted to mitigate this situation by ensuring these key personnel have provided long notice periods and have extra share compensation via the employee stock option plan to encourage their long term tenure and performance with the Company. The employment agreements entered into with Mr. Szewach and Mr. Givoni and stipulates that they must give six months written notice of their intent to resign, allowing the Company time to find a suitable replacement.

Risk Related to Development and Clinical Testing of Our Products

We continue to spend a significant amount of resources on research and development that may not lead to successful products or the recovery of our research and development expenditures and that may not receive regulatory approval when applicable.

For specific products which fit in the clinical drug development space, this involves a lengthy and expensive process with an uncertain outcome, and results of earlier studies and clinical trials may not be predictive of future trial results, which could result in development delays or a failure to obtain marketing approval. These delays or complications may adversely impact our ability to receive a return on our capital, or reach the expected returns.

Many of our products are food grade and do not require any regulatory approval. Any of our products which are designed as a drug with active API, these products will require the regulatory approval processes of the FDA and comparable foreign authorities. The regulatory approval process can be lengthy, time consuming and inherently unpredictable, and if we are unable to obtain regulatory approval for our products, our business will be substantially harmed. If the FDA does not conclude that any products which we intend to seek approval under Section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act satisfy the requirements of the Section 505(b)(2) regulatory approval pathway, or if the requirements for such products under Section 505(b)(2) are not as we expect, the approval pathway for those product candidates will likely take significantly longer, cost significantly more and entail significantly greater complications and risks than anticipated, and in all cases may not be successful. Even if we receive regulatory approval for product(s), they may still fail to achieve physician adoption and market acceptance necessary for commercial success.

Risks Relating to our Operations and Products

We rely on third parties to manufacture our products, which could affect our ability to provide such products in a timely and cost-effective manner, adversely impacting our revenues and profit margins.

We outsource the manufacturing of our gels to third parties. We do not maintain significant levels of inventories to support us in the event of an unexpected interruption of the manufacturing process. If our principal manufacturer or any of our other manufacturers is unable to, or fails to manufacture our products in a timely manner, we may not be able to secure alternative manufacturing facilities without experiencing an interruption in the supply of our products or an increase in production costs. Any such interruption or increase in production costs could affect our ability to provide our products in a timely and cost-effective manner, adversely impacting our revenues and profit margins.

We rely on third parties to market and distribute our products, which could adversely impacting our revenues and profit margins if we lose them as distributors or they do not perform to our expectations or violate the terms of our licenses.

We rely on licensees to market and distribute our products. If we lose any of our licensees that market and distribute or products or our licensees that market and distribute our products to not perform to our expectations or violate the terms of our licenses we may not be able to secure alternative licensees to replace them which could affect our ability to provide our products in a timely and cost-effective manner, adversely impacting our revenues and profit margins. There can also be no assurance that we will be able enter into licenses for third parties to market and distribute our products in additional markets that we seek to enter in order to grow our business.

Our manufacturers rely on a limited number of suppliers for the raw materials used in our products. If we or our manufacturers are unable to obtain these raw materials on a timely basis, we will be unable to meet our customers' orders, which could reduce our revenues, subject us to claims for damages and adversely affect our relationships with our customers.

We rely on a limited number of suppliers for the raw materials used in our products. This reliance involves a number of significant risks, including:

- unavailability of materials and interruptions in delivery of raw materials from our suppliers, which could result in manufacturing delays; and
- fluctuations in the quality and price of components and raw materials.

Our suppliers may stop selling their products to us on commercially reasonable terms or at all. We may not be able to source alternative sources for these raw materials. Even if alternate suppliers are available to us or our manufacturers, identifying them is often difficult and time consuming. If we or our manufacturers are unable to obtain an ample supply of raw materials from our existing suppliers or alternative sources of supply, we may be unable to satisfy our customers' orders, which could reduce our revenues, subject us to claims for damages and adversely affect our relationships with our customers.

We may be unable to adequately control the costs associated with our operations.

We will require significant capital to develop and grow our business, including future manufacturing capabilities, developing our support organization and building our brand. We expect to incur significant expenses which will impact our profitability, including research and development expenses, manufacturing costs, leases, sales and distribution expenses as we build our brand and market our products, and general and administrative expenses as we scale our operations. Our ability to become profitable in the future will not only depend on our ability to successfully market our products and services, but also to control our costs. If we are unable to cost efficiently design, manufacture, market, sell, distribute and service our products and services, our margins, profitability, and prospects would be materially and adversely affected.

If we are unable to keep up with rapid technological change, we may be unable to meet the needs of our customers, which could materially and adversely affect our financial condition and results of operations and reduce our ability to grow our market share.

We are active in the research and development to enhance our current products. However, research and development in our industry is complex and filled with uncertainty. For example, it is common for research and development projects to encounter delays due to unforeseen problems, resulting in fewer product features than originally considered desirable and higher production costs than initially budgeted, any of which may result in lost market opportunities. In addition, these new products may not adequately meet the requirements of the marketplace and may not achieve any significant degree of market acceptance. If our efforts do not lead to the successful development, marketing and release of new products that respond to technological developments or changing customer needs and preferences, our revenues and market share could be materially and adversely affected. We may expend a significant amount of resources in unsuccessful research and development efforts. In addition, new products or enhancements by our competitors may cause customers to defer or forego purchases of our products. Any of the foregoing could materially and adversely affect our financial condition and results of operations and reduce our ability to grow our market share.

Legal requirements and changes in applicable law and regulations may adversely affect us.

Our products are regulated under the laws and regulations in the jurisdictions where they are marketed and sold. We or our partners or distributors are required comply with various legal requirements, including requirements imposed by the laws in various jurisdictions, including, without limitation, food and drug laws. Currently, as our products are considered food products, they are subject to limited regulation and most of our products do not require specific licenses or approvals to be marketed. Some of our products under development may be subject to regulation as drugs in certain jurisdictions. However, we are unable to predict what changes in laws and regulations applicable to us, our products, our partners, our customers, or the counterparties with which we transact business may be instituted in the future. Any such change could have a material adverse effect on the sales or profit potential of our company and may impede our ability to sell and deploy our gels.

If any of our products are considered pharmaceuticals, or we desire to make claims about efficacy of such product, the manufacture and marketing of these products would subject to extensive regulation for safety, efficacy and quality by numerous government authorities in the U.S. and abroad. Before receiving FDA or foreign regulatory clearance to market these proposed products, we will have to demonstrate that such products are safe and effective in the patient population and for the diseases that are to be treated. Clinical trials, manufacturing and marketing of drugs are subject to the rigorous testing and approval process of the FDA and equivalent foreign regulatory authorities. The Federal Food, Drug and Cosmetic Act and other federal, state and foreign statutes and regulations govern and influence the testing, manufacture, labeling, advertising, distribution and promotion of drugs and medical devices. As a result, regulatory approvals can take a number of years or longer to accomplish and require the expenditure of substantial financial, managerial and other resources.

We face potential product liability claims, and, if successful claims are brought against us, we may incur substantial liability and costs.

We will have exposure to claims for product liability. Product liability coverage is expensive and sometimes difficult to obtain. We may not be able to maintain such insurance on acceptable terms or be able to secure increased coverage if the commercialization of our products progresses, nor can we be sure that existing or future claims against us will be covered by our product liability insurance. Moreover, the existing coverage of our insurance policy or any rights of indemnification and contribution that we may have may not be sufficient to offset existing or future claims. A successful claim may prevent us from obtaining adequate product liability insurance in the future on commercially desirable terms, if at all. Even if a claim is not successful, defending such a claim would be time-consuming and expensive, may damage our reputation in the marketplace, and would likely divert our management's attention.

We could be subject to changes in tax rates, the adoption of new U.S. or international tax legislation, or exposure to additional tax liabilities.

Our future income taxes could be negatively affected by earnings being lower than anticipated in jurisdictions that have lower statutory tax rates, and higher than anticipated in jurisdictions that have higher statutory tax rates. Our future income taxes could also be impacted by the net gains and losses recognized by legal entities on certain hedges, and related hedged intercompany and other transactions, changes in the valuation of deferred tax assets or liabilities, or changes in tax laws, regulations, or accounting principles (including changes in the interpretation of existing laws).

Fluctuations in exchange rates between and among the currencies of the countries in which we do business could adversely affect our results of operations.

Our sales have been historically denominated in Australian dollars but we anticipate that over time more of our sales will be denominated in U.S. dollars. Any decrease in the value of the U.S. dollar relative to the currencies of the countries in which our vendors or future customers operate could increase our production costs and/or weaken demand for our products from foreign customers, which in turn would adversely affect our revenue and business. If we increase operations in other currencies in the future, we may experience foreign exchange gains or losses due to the volatility of other currencies compared to the U.S. dollar.

Acquisitions, joint ventures, investments, and divestitures could result in operating difficulties, dilution, and other consequences that may harm our business, financial condition, and operating results.

We may, from time to time, engage in acquisitions, joint ventures, investments, and divestitures, and these transactions could be material to our financial condition and operating results. Entering into potential strategic transactions could create unforeseen operating difficulties and expenditures for us. Some of the areas where we face risks include:

- diversion of management time and focus from operating our core business to challenges related to acquisitions, joint ventures, and other strategic transactions;
- failure to successfully integrate and further develop the acquired business or technology;
- implementation or remediation of controls, procedures, and policies at the acquired company or joint venture;
- governance disputes in joint venture, resulting in slow, or compromised deadlocked decision making;
- integration of the acquired company's accounting, human resource, and other administrative systems, and coordination of product, engineering, and sales and marketing functions;
- transition of operations, users, and customers onto our existing platforms, or to spinouts or joint ventures;
- failure to obtain required approvals on a timely basis, if at all, from governmental authorities, or conditions placed upon approval that could, among other things, delay or prevent us from completing a transaction, or otherwise restrict our ability to realize the expected financial or strategic goals of a transaction;
- in the case of foreign joint ventures and acquisitions, the need to integrate operations across different cultures and languages, and to address the particular economic, currency, political, and regulatory risks associated with specific countries.;
- cultural challenges associated with integrating employees from the acquired company into our organization, and retention of employees from the businesses we acquire;
- obligations to indemnify joint ventures for their liabilities, or to fund or guarantee any liabilities or commitments of such ventures; and
- liability for activities of the acquired company before the acquisition, including patent and trademark infringement claims, data privacy and security issues, violations of laws, commercial disputes, tax liabilities, and other known and unknown liabilities.

Our failure to address these risks or other problems encountered in connection with joint ventures, acquisitions, and other strategic transactions could cause us to fail to realize their anticipated benefits, incur unanticipated liabilities, and harm our business generally. Our potential acquisitions, and other strategic transactions could also result in dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities, and/or amortization expenses, or impairment of goodwill and/or purchased long-lived assets, and restructuring charges, any of which could harm our financial condition or operating results.

Also, the anticipated benefits or value of our joint ventures, acquisitions, and other strategic transactions may not materialize.

Risks related to our doing business in the PRC.

Changes in economic, political or social conditions or government policies in the PRC could have a material and adverse effect on our business, financial condition and results of operations.

On August 24, 2021, we entered into a manufacturing agreement with a large-scale Chinese gel manufacturer in connection with agreements and orders have been placed for our products from the People's Republic of China (the ***"PRC"***). This manufacturer provides us with a manufacturing solution for customers in the PRC and elsewhere in Asia that require an ASEAN manufacturer and a lower cost base. See *"Business — Material Contracts."* Accordingly, our results of operations, financial condition and prospects are influenced by economic,

political and legal developments in the PRC. The PRC's economy differs from the economies of most developed countries in many respects, including with respect to the amount of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the PRC government has implemented measures emphasizing the utilization of market forces for economic reform, the reduction of state ownership of productive assets, and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in the PRC is still owned by the government. The PRC government also exercises significant control over the PRC's economic growth through strategically allocating resources, controlling the payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to particular industries or companies. While the PRC economy has experienced significant growth over the past decades, that growth has been uneven across different regions and between economic sectors and may not continue, as evidenced by the slowing of the growth of the Chinese economy since 2012. Any adverse changes in economic, political or social conditions in the PRC, in the policies of the Chinese government in the laws and regulations in the PRC could have a material and adverse effect on the overall economic growth of the PRC in a manner that materially and adversely affects our business in the PRC which in turn could have a material and adverse effect on our business, financial condition and results of operations. We have had orders in Asia paid for in March 2022 and shipped in June 2022 which equated to AUD$127,575.58 of recognized revenue or just over 85% of our revenue generated in the financial year ending June 30, 2022. These orders require products out of our China-based manufacturing facility. For the financial year ending June 30, 2023, no revenue was generated from China related sales or manufacturing in China. Should there be any loss of manufacturing capacity in China, we believe this would have minimal impact on the business medium to the long-term, but it may have a short-term impact in the first 12 months as there are some existing clients in Asia with a preference for a China-based manufacturer.

Uncertainties in the interpretation and enforcement of PRC laws and regulations could limit the legal protections available to us in conducting business in the PRC in a manner that materially and adversely affects our business, financial condition and results of operation.

The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions may be cited for reference but have limited precedential value. From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights in conducting business in the PRC. However, since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be more difficult to evaluate the outcome of administrative and court proceedings and the level of protection we enjoy in conducting business in the PRC than in more developed legal systems. Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, and which may have a retroactive effect. As a result, we may not be aware of any violation by us of any of these policies and rules in conducting business in the PRC until sometime after the violation. Such uncertainties, including uncertainty over the scope and effect of our contractual, property (including intellectual property) and procedural rights, and any failure to respond to changes in the regulatory environment in the PRC could materially and adversely affect our ability to conduct business and impede our ability to continue to conduct business in the PRC in a manner that materially and adversely affects our business, financial condition and results of operation in the PRC.

The current tensions in international trade and rising political tensions, particularly between the United States and the PRC, may materially and adversely impact our business, financial condition, and results of operations.

To the extent that our products are manufactured for purchase and sale internationally, any unfavorable government policies on international trade, such as capital controls or tariffs, may affect the demand for our products, impact the competitive position of our products, or prevent us from being able to sell products in certain countries. If any new tariffs, legislation, or regulations are implemented, or if existing trade agreements are renegotiated, such changes could materially and adversely affect our business, financial condition, and results of operations. Recently there have been heightened tensions in international economic relations, such as the one between the United States and the PRC. The U.S. government imposed additional, new or higher tariffs on certain products imported from the PRC in 2018 and 2019 to penalize the PRC for what it characterized as unfair trade practices. The PRC responded by imposing, additional, new, or higher tariffs on certain products imported from the United States. Following mutual retaliatory actions

for months, on January 15, 2020, the United States and the PRC entered into the Economic and Trade Agreement Between the United States of America and the PRC as a phase one trade deal, effective on February 14, 2020.[3] The phase one trade deal committed the PRC to purchase an additional USD$200 billion of US goods and services over what was purchased by the PRC in 2017 with prescribed amounts split across 2020 and 2021.[4] Through October 2021, the PRC purchased only 60% of the US goods and services that had been committed to be purchased over the period from January 1, 2020 through December 30, 2021.[5] The Biden administration has expressed an intention to seek to cause the PRC to comply with the terms of the phase one trade deal.[6]

In addition, political tensions between the United States and the PRC have escalated due to, among other things, trade disputes, the COVID-19 outbreak, sanctions imposed by the U.S. Department of Treasury on certain officials of the Hong Kong Special Administrative Region, the PRC central government and the executive orders issued by former U.S. President Donald J. Trump in August 2020 that prohibit certain transactions with certain Chinese companies and their applications and allegations that the PRC may provide support to Russia in its continued invasion of Ukraine. Partially in response to these actions, the PRC government has also taken a number of steps affecting U.S.-China relations, including the issuance of the Unreliable Entity List in 2019 and the enactment of the Anti-Foreign Sanctions Law in 2021. Rising political tensions could reduce levels of trades, investments, technological exchanges, and other economic activities between the two major economies, which would have a material adverse effect on global economic conditions and the stability of global financial markets. Any of these factors could have a material adverse effect on our business, prospects, financial condition, and results of operations.

The PRC regulatory authorities' interpretation of such laws, rules, and regulations may change, which could materially and adversely affect the validity of the approvals, qualifications, licenses, permits, and registrations that we obtained or consummated in the PRC. Any failure to comply may result in fines, restrictions, and limits on our operations, as well as suspension or revocation of certain certificates, approvals, permits, licenses, or filings that we have already obtained or made.

Fluctuations in currency exchange rates could have a material and adverse effect on our results of operations and the value of your investment.

The conversion of the PRC's currency which is the Renminbi into foreign currencies, including U.S. dollars, is based on rates set by the PRC. The Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of Renminbi against the U.S. dollar and other currencies is affected by changes in the PRC's political and economic conditions and by the PRC's foreign exchange policies, among other things. The PRC cannot assure you that Renminbi will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between Renminbi and the U.S. dollar in the future.

Very limited hedging options are available in the PRC to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any hedging transactions in an effort to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our currency exchange exposure or at all. In addition, our currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert Renminbi into foreign currency. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.

We may not be able to prevent others from unauthorized use of our intellectual property in the PRC, which could harm our business and competitive position.

Our success is to a certain degree dependent on our ability to maintain our existing patent protection and to obtain and maintain additional patent protection for our products in the United States, Australia, the PRC and other relevant jurisdictions. See *"— Risks Relating to Intellectual Property and Litigation — If we are unable to protect our intellectual property rights, our business, competitive position, financial condition and results of operations could be materially and adversely affected."* We may experience challenges in obtaining and maintaining patent protection

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3 *See USTR (2020) Economic and trade agreement between the Government of the United States of America and the Government of the People's Republic of China.*

4 *Ibid.*

5 *See Chad P. Bown (2021) Why Biden will try to enforce Trump's phase one trade deal with China. PIIE.*

6 *Ibid.*

for our products in the PRC in conducting business in the PRC. It is often difficult to register, maintain and enforce intellectual property rights in the PRC. Confidentiality, invention assignment and non-compete agreements may be breached by counterparties, and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights in the PRC. Policing any unauthorized use of our intellectual property is difficult and costly and the steps we take may be inadequate to prevent the infringement or misappropriation of our intellectual property. In the event that we resort to litigation to enforce our intellectual property rights, such litigation could result in substantial costs and a diversion of our managerial and financial resources, and could put our intellectual property at risk of being invalidated or narrowed in scope. We can provide no assurance that we will prevail in such litigation, and even if we do prevail, we may not obtain a meaningful recovery. In addition, our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors. Any failure in maintaining, protecting or enforcing our intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

Risks Relating to Intellectual Property and Litigation

If we are unable to protect our intellectual property rights, our business, competitive position, financial condition and results of operations could be materially and adversely affected.

Our success is to a certain degree dependent on our ability to maintain our existing patent protection in the United States for our first patent family which is for an oral glucose tolerance test gel and testing method for application to glucose tolerance diabetes diagnostics while expanding that patent protection for the first patent family to other countries while also establishing and then maintaining patent protection for our second patent family and other future patent families. Throughout the development stage of our gel delivery technology we are seeking to protect oral dosage forms that utilize our gel delivery technology by preparing applications and applying for patents, including certain multiple-health ingredient gel dosage forms. These patent applications are pending and may not mature into patents, and we may not be able to exclude competitors from using our multiple-health ingredient gel dosage forms.

Third parties may seek to challenge, invalidate, circumvent, render unenforceable, or seek ownership of any patents or proprietary rights owned by us. If such challenges are successful, our business will be materially and adversely affected. Our employees, consultants and advisors enter into confidentiality agreements with us that prohibit the disclosure or use of our confidential information. We also have entered into confidentiality agreements to protect our confidential information delivered to third parties for research and other purposes. Despite these efforts, we cannot guarantee that we will be able to effectively enforce these agreements or our confidential information will not be disclosed, that others will not independently develop substantially equivalent confidential information and techniques or otherwise gain access to our confidential information or that we can meaningfully protect our confidential information.

We may be materially adversely affected by our failure or inability to protect our intellectual property rights. Without the granting of these rights, the ability to pursue damages for infringement would be limited. Similarly, any know-how that is proprietary or particular to our technologies may be subject to risk of disclosure by employees or consultants despite having confidentiality agreements in place.

Any future success will depend in part on whether we can obtain and maintain patents to protect our own products and technologies; obtain licenses to the patented technologies of third parties; and operate without infringing on the proprietary rights of third parties. Biotechnology and pharmaceutical patent matters can involve complex legal and scientific questions, and it is impossible to predict the outcome of biotechnology and pharmaceutical patent claims. Any of our pending or future patent applications may not be approved, or we may not develop additional products or processes that are patentable. Some countries in which we may sell our drug candidate or license our intellectual property may fail to protect our intellectual property rights to the same extent as the protection that may be afforded in the United States or Australia. Some legal principles remain unresolved and there has not been a consistent policy regarding the breadth or interpretation of claims allowed in patents in the United States, Australia, the European Union, the United Kingdom or elsewhere. In addition, the specific content of patents and patent applications that are necessary to support and interpret patent claims is highly uncertain due to the complex nature of the relevant legal, scientific and factual issues. Changes in either patent laws or interpretations of patent laws in the United States, the United Kingdom, the European Union or elsewhere may diminish the value of our intellectual property or narrow the scope of our patent protection. Even if we are able to obtain patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors from competing with us or otherwise provide us with any

competitive advantage. Our competitors may be able to circumvent our patents by developing similar or alternative technologies or products in a non-infringing manner. We may also fail to take the required actions or pay the necessary fees to maintain our patents. Moreover, any of our pending applications may be subject to a third party pre-issuance submission of prior art to the U.S. Patent and Trademark Office, or USPTO, the European Patent Office, or EPO, the Intellectual Property Office, or IPO, in the United Kingdom, the Australian Patent and Trademark Office and/or any patents issuing thereon may become involved in opposition, derivation, re-examination, inter partes review, post grant review, interference proceedings or other patent office proceedings or litigation, in the United States, Australia or elsewhere, challenging our patent rights. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, and allow third parties to commercialize our technology or products and compete directly with us, without payment to us. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to exploit our intellectual property or develop or commercialize current or future drug candidates.

The issuance of a patent is not conclusive as to the inventorship, scope, validity or enforceability, and our patents may be challenged in the courts or patent offices in the United States, the European Union, Australia and elsewhere. Such challenges may result in loss of ownership or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit the duration of the patent protection of our technology and products. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

In addition, other companies may attempt to circumvent any regulatory data protection or market exclusivity that we obtain under applicable legislation, which may require us to allocate significant resources to preventing such circumvention. Such developments could enable other companies to circumvent our intellectual property rights and use our clinical trial data to obtain marketing authorizations in the European Union, Australia and in other jurisdictions. Such developments may also require us to allocate significant resources to prevent other companies from circumventing or violating our intellectual property rights.

Obtaining and maintaining our patent protection in jurisdictions where we have patent protection depends on compliance with various procedural measures, document submissions, fee payments and other requirements imposed by government patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

Periodic maintenance fees, renewal fees, annuity fees and various other government fees on patents and applications will be due to be paid to U.S. Patent and Trademark Office, or USPTO, the European Patent Office, or EPO, the Intellectual Property Office, or IPO, in the United Kingdom, the Australian Patent and Trademark Office and various government patent agencies in other jurisdictions. over the lifetime of our and our licensors' patents and applications. The USPTO and various non-U.S. government agencies require compliance with several procedural, documentary, fee payment and other similar provisions during the patent application process and after patent issuance. In some cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which non-compliance can result in abandonment or lapse of the patent or patent application, resulting in a partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market in that jurisdiction with similar or identical products or technology, which could have a material adverse effect on our business, competitive position, financial condition, and results of operations.

Intellectual property rights do not necessarily address all potential threats.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, can be expensive or difficult to enforce, and may not adequately protect our business or permit us to maintain our competitive advantage. For example:

- others may be able to make products that are similar to our products or utilize similar science or technology but that are not covered by the claims of the patents that we may own or license from our licensors or that incorporate certain research in our products that is in the public domain;
- we might not have been the first to file patent applications covering our inventions;

- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- issued patents that we hold rights to may be held invalid or unenforceable, including as a result of legal challenges by our competitors or other third parties;
- our competitors or other third parties might conduct research and development activities and then use the information learned from such activities to develop non-infringing competitive products for sale in our major commercial markets;
- the patents of others may harm our business if, for example, we are found to have infringed those patents or if those patents serve as prior art to our patents which could potentially invalidate our patents; and
- we may choose not to file a patent in order to maintain certain trade secrets or know-how, and a third party may subsequently file a patent covering such intellectual property, which could ultimately result in public disclosure of the intellectual property if the third party's patent application is published or issues to a patent, and may require us to obtain a license, which may not be available.

Should any of these events occur, they could have a material adverse effect on our business, competitive position, financial condition, and results of operations.

Our reliance on third parties requires us to share our trade secrets, which increases the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed.

Because we collaborate with various organizations and academic institutions on the advancement of our technology and drug candidates, we may, at times, share trade secrets with them. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, collaborative research agreements, consulting agreements or other similar agreements with our collaborators, advisors, employees and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, such as trade secrets. Despite these contractual provisions, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by potential competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets, discovery by a third party of our trade secrets or other unauthorized use or disclosure would impair our ability to compete.

In addition, these agreements typically restrict the ability of our collaborators, advisors, employees and consultants to publish data potentially relating to our trade secrets. Our academic collaborators typically have rights to publish data, provided that we are notified in advance and may delay publication for a specified time in order to secure our intellectual property rights arising from the collaboration. In other cases, publication rights are controlled exclusively by us. In other cases, we may share these rights with other parties. Despite our efforts to protect our trade secrets, our competitors may discover our trade secrets, either through breach of these agreements, independent development or publication of information including our trade secrets in cases where we do not have proprietary or otherwise protected rights at the time of publication.

We may become involved in an intellectual property dispute that could subject us to significant liability, divert the time and attention of our management and prevent us from selling our products, any of which could materially and adversely affect our business, competitive position, financial condition and results of operations.

Any potential litigation, whether or not successful, could result in substantial costs, divert the time and attention of our management and prevent us from selling our products. If a claim of patent infringement was decided against us, we could be required to, among other things:

- pay substantial damages to the party making such claim;
- stop selling, making, having made, or using products or services that incorporate the challenged intellectual property;

- obtain from the holder of the infringed intellectual property right a license to sell, make or use the relevant technology, which license may not be available on commercially reasonable terms, or at all; or
- redesign those products or services that incorporate such intellectual property.

From time to time, we may be subject to litigation or dispute resolution that could result in significant costs to us and damage to our reputation.

We may in the future, be subject to litigation or dispute resolution relating to any number or type of claims, including claims for non-payment to vendors, damages related to defects in our products or claims relating to company or intellectual property ownership or applicable securities laws. Litigation may seriously harm our business because of the costs of defending the lawsuit, diversion of employees' time and attention and potential damage to our reputation. We may also have disputes with key suppliers for damages incurred which, depending on resolution of the disputes, could impact the ongoing quality, price or availability of the services or products we procure from the supplier. Limitation of liability provisions in certain third-party contracts may not be enforceable under the laws of some jurisdictions. As a result, we could be required to pay substantial amounts of damages in settlement or upon the determination of any of these types of claims and incur damage to our reputation and products. The likelihood of such claims and the amount of damages we may be required to pay may increase as our customers depending on the vertical and product type.

Our insurance may not cover potential claims or may not be adequate to cover all costs incurred in defense of potential claims or to indemnify us for all liability that may be imposed. A claim brought against us that is uninsured or underinsured could result in unanticipated costs, thereby harming our operating results and leading analysts or potential investors to lower their expectations of our performance.

Indemnity provisions in various agreements potentially expose us to substantial liability for intellectual property infringement and product liability claims

Our agreements with our customers, distributors, vendors, suppliers and collaboration partners include indemnification provisions. We agree to indemnify them for losses suffered or incurred inconnection with our gels, including as a result of intellectual property infringement, damages caused by defects, and damages caused by unforeseen breaches. The term of these indemnity provisions is often perpetual after execution of the corresponding agreement, and the maximum potential amount of future payments we could berequired to make under these indemnification provisions is generally substantial and may be unlimited.

We may receive demands for indemnification under these agreements. These demands can be very expensive to settle or defend. Future indemnity payments and associated legal fees and expenses, including potential indemnity payments and legal fees and expenses relating to the current or future notifications, could materially harm our business, competitive position, operating results, and financial condition. We may in the future agree to defend and indemnify our distributors, customers, vendors, and suppliers in connection with our arrangements with them, irrespective of whether we believe that we have an obligation to indemnify them or whether we believe that third party claims regarding our products or services are meritorious. Alternatively, we may reject certain of our indemnitees' demands, which may lead to disputes with our customers or commercial partners and may negatively impact our relationships with them or result in litigation against us. Our customers or commercial partners may also claim that any rejection of their indemnity demands constitutes a material breach of our agreements with them, allowing them to terminate such agreements. If, as a result of indemnity demands from customers, we make substantial payments, our relationships with our customers are negatively impacted or if any of our customer agreements are terminated, our business, competitive position, operating results and financial condition could be materially adversely affected. If, as a result of indemnity demands from our commercial partners, we make substantial payments, our relationships with our commercial partners are negatively impacted or if any of our commercial agreements is terminated, our ability to procure, manufacture, sell, distribute our products and services could be materially adversely affected.

Information technology system failures or breaches of our network security could interrupt our operations and adversely affect our business.

We will rely on our computer systems and network infrastructure across our operations. Our operations depend upon our ability to protect our computer equipment and systems against damage from physical theft, fire, power loss, telecommunications failure or other catastrophic events, as well as from internal and external security breaches, cybersecurity breaches, viruses, worms and other disruptive problems. Any damage or failure of our computer

systems or network infrastructure that causes an interruption in our operations could have a material adverse effect on our business and subject us to litigation or actions by regulatory authorities. Although we employ both internal resources and external consultants to conduct auditing and testing for weaknesses in our systems, controls, firewalls and encryption and intend to maintain and upgrade our security technology and operational procedures to prevent such damage, breaches or other disruptive problems, there can be no assurance that these security measures will be successful.

Any actual or perceived failure by us to comply with our privacy policy or legal or regulatory requirements in one or multiple jurisdictions could result in proceedings, actions or penalties against us.

Any failure or perceived failure by us to comply with federal, state or foreign laws or regulations, industry standards, contractual obligations or other legal obligations, or any actual or suspected security incident, whether or not resulting in unauthorized access to, or acquisition, release or transfer of personal data or other data, may result in governmental enforcement actions and prosecutions, private litigation, fines and penalties or adverse publicity and could cause our customers to lose trust in us, which could have an adverse effect on our reputation and business. Any inability to adequately address privacy and security concerns, even if unfounded, or comply with applicable laws, regulations, policies, industry standards, contractual obligations or other legal obligations could result in additional cost and liability to us, damage our reputation, inhibit sales and adversely affect our business.

Evolving and changing definitions of what constitutes "Personal Information" and "Personal Data" within the EU, the United States and elsewhere, may limit or inhibit our ability to operate or expand our business, including limiting technology alliance partners that may involve the sharing of data.

If we are perceived to cause, or are otherwise unfavorably associated with, violations of privacy or data security requirements, it may subject us or our customers to public criticism, financial penalties and potential legal liability. Existing and potential privacy laws and regulations concerning privacy and data security and increasing sensitivity of consumers to unauthorized processing of personal data may create negative public reactions to technologies, products and services such as ours. Public concerns regarding personal data processing, privacy and security may cause some of our customers' end users to be less likely to visit their venues or otherwise interact with them. If enough end users choose not to visit our customers' venues or otherwise interact with them, our customers could stop using our platform. This, in turn, may reduce the value of our service, and slow or eliminate the growth of our business, or cause our business to contract.

Around the world, there are numerous lawsuits in process against various technology companies that process personal information and personal data. If those lawsuits are successful, it could increase the likelihood that our company may be exposed to liability for our own policies and practices concerning the processing of personal data and could hurt our business. Furthermore, the costs of compliance with, and other burdens imposed by laws, regulations and policies concerning privacy and data security that are applicable to the businesses of our customers may limit the use and adoption of our technologies and reduce overall demand for it. Privacy concerns, whether or not valid, may inhibit market adoption of our technologies. Additionally, concerns about security or privacy may result in the adoption of new legislation that restricts the implementation of technologies like ours or require us to make modifications to our existing services and technology, which could significantly limit the adoption and deployment of our technologies or result in significant expense.

Failure to comply with anticorruption andanti-money laundering laws, including the FCPA and similar laws associated with activities outside of the United States, could subject us to penalties and other adverse consequences.

We are subject to the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq., referred to as the FCPA, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, the UK Bribery Act, and possibly other anti -bribery and anti-money laundering laws in countries in which we conduct activities. We face significant risks if we fail to comply with the FCPA and other anti - corruption laws that prohibit companies and their employees and third-party intermediaries from promising, authorizing, offering, or providing, directly or indirectly, improper payments or benefits to foreign government officials, political parties, and private-sector recipients for the purpose of obtaining or retaining business, directing business to any person, or securing any advantage. Any violation of the FCPA, other applicable anti - corruption laws, and anti-money laundering laws could result in whistleblower complaints, adverse media coverage, investigations, loss of export privileges, or severe

criminal or civil sanctions, which could have a material adverse effect on our reputation, business, operating results, and prospects. In addition, responding to any enforcement action may result in a significant diversion of management's attention and resources, significant defense costs, and other professional fees.

We could be adversely impacted if we fail to comply with U.S. and international import and export laws.

We expect in the future to export products from jurisdictions where our products are manufactured for import into jurisdictions where our products are sold which may include exports from the People's Republic of China to the United States, Australia, the European Union and other jurisdictions. We will be subject to trade and import and export regulations in multiple jurisdictions in making exports and imports. As a result, compliance with multiple trade sanctions and embargoes and import and export laws and regulations are expected to pose a constant challenge and risk to us. Furthermore, the laws and regulations concerning import activity, export recordkeeping and reporting, export control and economic sanctions are complex and constantly changing. Any failure to comply with applicable legal and regulatory trading obligations could result in criminal and civil penalties and sanctions, such as fines, imprisonment, debarment from governmental contracts, seizure of shipments, loss of import and export privileges, reputational damage, and a reduction in the value of the Ordinary Shares.

We have a substantial amount of intangible assets, and we may in the future be required to write down the value of our intangible assets due to impairment, which could have a material adverse effect on our business, financial condition and results of operations.

A significant portion of our total assets are comprised of intangible assets; specifically, as of June 30, 2023, the percentage of our intangible assets to total assets is at 96%. We perform intangible asset tests for impairment, including useful life intangible assets, every six months or when circumstances change that would more likely than not indicate impairment has occurred.

In assessing impairment, the Company determines that an impairment loss expense in our consolidated statement of profit or loss and other comprehensive income section of our financial statements is recognized when the carrying amount of an asset exceeds its recoverable amount. We then compute our recoverable amounts as one cash generating unit using a fair value less cost to sell approach using discounted cash flows. The recoverable amount of the cash generating unit has been determined by a forecast model that estimated the future cash flows based on approved budgets extrapolated for five years by management. The independent valuation experts made a number of material changes to the model, including the revenue generation profile, a decrease in gross margin and an increase in operating expenses and capital expenditure. The model was discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the cash generating unit. The discounted cash flow model used in the assessment of fair value less cost to sell is sensitive to a number of key assumptions, including revenue growth rates, discount rates and operating costs. These assumptions can change over short periods of time and can have a significant impact on the carrying value of the assets.

The Company's assumptions were developed in conjunction with its external valuation advisors. The Company incorporated internal and external market information developing these assumptions, provided, the extent to which they rely on past experience of the Company is limited given the Company has not yet started full scale operations, pending capital raising activities where necessary, with external sources of information having been adjusted to reflect factors specific to the Company.

For the years ended June 30, 2023 and 2022, the recoverable amount of the cash generating unit was determined based on fair value less cost to sell calculations which required the use of the assumptions in operating segments, cash flow projections, revenue, gross margins, operating expenses, EBIDTA, tax rate, amortization, capex, working capital and other balance sheet items. The use of these assumptions are further outlined in Note 20 of the financial statements for the years ending June 30, 2023 and 2022.

The discounted cash flow model was revised for the period ended March31, 2023 by the independent valuation expert and the discount rate applied in the valuation was increased from a midpoint of 25% to 26.5%, together with pushing forward by one year the cash flow estimates. The Company has reviewed all other estimates and assumptions performed in the March 31, 2023 valuation and based on further interest rate rises between March 31, 2023 and June 30, 2023, the Company had decided to increase the midpoint discount rate by 0.5% to 27%, with no other changes being required. The Company is not currently aware of any other probable changes that would necessitate changes in the assumptions used in the discounted cash flow model to assess impairment. However, we are cognizant that changes

to estimates or projections could impact our financial statements. An impairment of our intangible assets would result in changes to our financial statements across the following sections of our financial statements: consolidated statement of profit or loss and other comprehensive income, consolidated statement of financial position, consolidated statement of changes in equity and the notes to the consolidated financial statements.

During the year ended June 30, 2023, the Company reviewed the sensitivities on the updated discounted cash flow model. The sensitivity analysis not only provides guidance on the sensitivity of the key assumptions in the model, the model also compares the impact of the sensitivities and potential impact on the financial statements between the revised model and the original model.

- Revenue would require a reduction of 13% (financial statements for the year ended June30, 2022, 15%) to the compounded growth rate over 6.5 years before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- EBITDA margin would need a reduction of 20% (financial statements for the year ended June 30, 2022, 22%) over 6.5 years before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- The discount rate would be required to increase to 43% (financial statements for the year ended June 30, 2022, 42%) before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- Long term growth rate would need to be reduced to be negative (consistent with the valuations for the year ended June 30, 2022) in the cashflow modelling before the intangible asset value would need to be impaired, with all other assumptions remaining constant.

Nonetheless, should such substantial changes, as discussed above, actually occur to our discounted cash flow model as a result of an impairment of the intangible assets, such would result in changes to our financial statements across the consolidated statement of profit or loss and other comprehensive income, consolidated statement of financial position, consolidated statement of changes in equity and the notes to the consolidated financial statements sections of the financial statements. In terms of changes to the useful life and the impact it could have on our financial statements, the change in useful life of the intangibles has no impact on the cash flow analysis, and the resulting valuation, given a change in the useful life is a noncash adjustment. However, should a change in useful life on our assets occur, this would result in changes to our financial statements across the consolidated statement of profit or loss and other comprehensive income, consolidated statement of financial position, consolidated statement of changes in equity and the notes to the consolidated financial statements section of the financial statements. To the extent that there are changes to our financial statements due to an impairment of our assets or change in useful life of our assets, our financial position and our future operating results could be materially impacted.

Risks Relating to this Offering and the Trading Market

We will incur costs and be subject to various obligations as a result of being a public company in the United States.

We will incur significant legal, accounting and other expenses as a result of being an Australian public company treated as a public company in the United States. Although we will incur costs each year associated with being a publicly traded company, it is possible that our actual costs of being a publicly traded company will vary from year to year and may be different than our estimates. In estimating these costs, we take into account expenses related to insurance, legal, accounting and compliance activities.

Furthermore, the need to maintain the corporate infrastructure demanded of a public company in the United States may divert management's attention from implementing our growth strategy, which could prevent us from improving our business, results of operations and financial condition. We have made, and will continue to make, changes to our internal controls and procedures for financial reporting and accounting systems to meet our reporting obligations in order to become a U.S. publicly traded company. However, the measures we take may not be sufficient to satisfy our obligations as a publicly traded company.

Any future or current litigation could have a material adverse impact on our results of operations, financial condition and liquidity.

From time to time we may be subject to litigation, including, among others, potential shareholder derivative actions. Risks associated with legal liability are difficult to assess and quantify, and their existence and magnitude can remain unknown for significant periods of time. To date we have obtained directors and officers liability ("**D&O**") insurance to cover some of the risk exposure for our directors and officers. Such insurance generally pays the expenses (including amounts paid to plaintiffs, fines, and expenses including attorneys' fees) of officers and directors who are the subject of a lawsuit as a result of their service to us. There can be no assurance that we will be able to continue to maintain this insurance at reasonable rates or at all, or in amounts adequate to cover such expenses should such a lawsuit occur. The Constitution includes a requirement for the company to indemnify directors and officers subject to specified exclusions. Without D&O insurance, the amounts we would pay to indemnify our officers and directors should they be subject to legal action based on their service to us could have a material adverse effect on our financial condition, results of operations and liquidity. Such lawsuits, and any related publicity, may result in substantial costs and, among other things, divert the attention of management and our employees. An unfavorable outcome in any claim or proceeding against us could have a material adverse impact on our financial position and results of operations for the period in which the unfavorable outcome occurs, and potentially in future periods.

Further, any settlement announced by us may expose us to further claims against us by third parties seeking monetary or other damages which, even if unsuccessful, would divert management attention from the business and cause us to incur costs, possibly material, to defend such matters, which could have a material adverse impact on our financial position.

Australian tax rules may adversely impact our results of operations and financial position.

We are subject to taxes in Australia in respect to our operations in Australia and expect to be subject to taxation in additional jurisdictions in respect to our operations in additional jurisdictions in the future. Although we believe our tax estimates are reasonable, if the Australian Taxation Office (ATO) or other taxing authority disagrees with the positions, we have taken on our tax returns, we could face additional tax liability, including interest and penalties. If material, payment of such additional amounts upon final adjudication of any disputes could have a material impact on our results of operations and financial position. In addition, complying with new tax rules, laws or regulations could impact our financial condition, and increases to applicable statutory tax rates and other changes in applicable tax laws, rules or regulations may increase our effective tax rate. Any increase in our effective tax rate could have a material impact on our financial results.

Our management team and board control a significant percentage of our Ordinary Shares and two other shareholders also own a significant percentage of our Ordinary Shares.

As of June 30, 2023, members of our management team and board beneficially own approximately 16.69% of our outstanding Ordinary Shares. In addition, as of June 30, 2023, one other shareholder owns, in the aggregate, approximately 27.06% of our outstanding Ordinary Shares. As such, as of June 30, 2023, management and the one other shareholder own, in the aggregate, approximately 43.75% of our voting power. As a result, management and the aforementioned shareholders may have the ability to control substantially most matters submitted to our shareholders for approval including:

- election of our board of directors;
- removal of any of our directors;
- amendment of the Constitution; and
- adoption of measures that could delay or prevent a change in control or impede a merger, takeover or other business combination involving us.

In addition, management's and the aforementioned shareholder's stock ownership may discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of us, which in turn could reduce our stock price or prevent our shareholders from realizing a premium over our stock price. Any additional investors will own a minority percentage of our Ordinary Shares and will have minority voting rights.

We are incorporated in Australia and our shareholders may have greater difficulty in protecting their interests than they would as shareholders of a corporation incorporated in the United States.

Our company was incorporated under the laws of Australia in October 2018 pursuant to a constitution as a proprietary company limited by shares. We have changed our name to Gelteq Limited upon our conversion to an Australian public company limited by shares on May 26, 2022. Our corporate affairs pursuant to our Constitution are governed by the laws governing corporations incorporated in Australia, and specifically the Corporations Act 2001 (Cth), referred to herein as the Corporations Act. The rights of our shareholders and the responsibilities of the members of our board of directors under Australian law are different from those applicable to a corporation incorporated in the United States. Therefore, our public shareholders may have greater difficulty in protecting their interests in connection with actions taken by our management or members of our board of directors than they would as shareholders of a corporation incorporated in the United States. See *"Description of Share Capital and Constitution"* and *"Comparison of Australian Corporations Act to Delaware General Corporation Law."*

U.S. investors may have difficulty enforcing civil liabilities against our company, our directors or members of senior management and the experts named in this prospectus.

Certain members of our senior management and our board of directors named in this prospectus are non-residents of the United States, and a substantial portion of the assets of such persons are located outside the United States. As a result, it may be impracticable to serve process on such persons in the United States or to enforce judgments obtained in U.S. courts against them based on civil liability provisions of the securities laws of the United States. Even if you are successful in bringing such an action, there is doubt as to whether Australian courts would enforce certain civil liabilities under U.S. securities laws in original actions or judgments of U.S. courts based upon these civil liability provisions. In addition, awards of punitive damages in actions brought in the United States or elsewhere may be unenforceable in Australia or elsewhere outside the United States. An award for monetary damages under U.S. securities laws would be considered punitive if it does not seek to compensate the claimant for loss or damage suffered and is intended to punish the defendant. The enforceability of any judgment in Australia will depend on the particular facts of the case as well as the laws and treaties in effect at the time. The United States and Australia do not currently have a treaty or statute providing for recognition and enforcement of the judgments of the other country (other than arbitration awards) in civil and commercial matters.

As a result, holders of the Ordinary Shares may have more difficulty in protecting their interests through actions against us, our management or our directors than would shareholders of a corporation incorporated in a jurisdiction in the United States. In addition, as a company incorporated in Australia, the provisions of the Corporations Act regulate the circumstances in which shareholder derivative actions may be commenced which may be different, and in many ways less permissive, than for companies incorporated in the United States.

We are subject to the laws of Australia, which differ in certain material respects from the laws of the United States.

As an Australia-incorporated company, we are required to comply with the laws of Australia, certain of which are capable of extra-territorial application, as well as our Constitution. The application of Australian law may in certain circumstances impose more stringent requirements on us, our shareholders, directors or officers than would otherwise be applicable to a U.S.-incorporated company.

Additionally, the corporate laws of Australia and of the United States differ in certain significant respects. As a result, the rights of our shareholders and the obligations of our directors and officers under Australian law are different from those applicable to a U.S.-incorporated company in several material respects, and our shareholders may have more difficulty and less clarity in protecting their interests in connection with actions taken by our management, members of our board of directors or our significant shareholders than would otherwise apply to a U.S.-incorporated company.

Australian takeover laws may discourage takeover offers being made for us or may discourage the acquisition of a significant position in the Ordinary Shares.

We are incorporated as an Australian public company limited by shares pursuant to our Constitution under the name Gelteq Limited. As a company organized under the laws of Australia we are subject to the takeover laws of Australia. Among other things, we are subject to the specific provisions of the Corporations Act applicable to public companies or disclosing entities. Subject to a range of exceptions, the Corporations Act prohibits the acquisition of a direct or

indirect interest in our issued voting shares if the acquisition of that interest will lead to a person's voting power in us increasing to more than 20%, or increasing from a starting point that is above 20% and below 90%. Australian takeover laws may discourage takeover offers being made for us or may discourage the acquisition of a significant position in the Ordinary Shares. This may have the ancillary effect of entrenching our board of directors may deprive or limit our shareholders' opportunity to sell their Ordinary Shares and may further restrict the ability of our shareholders to obtain a premium from such transactions.

Our Constitution and Australian laws and regulations applicable to us may adversely affect our ability to take actions that could be beneficial to our shareholders.

As an Australian company we are subject to different corporate requirements than a corporation organized under the laws of the United States. Our Constitution, effective since May 26, 2022, as well as the Corporations Act, sets forth various rights and obligations that apply to us as an Australian public company and which may not apply to a U.S. corporation. These requirements may operate differently than those of many U.S. companies. You should carefully review the summary of these matters set forth under "Description of Share Capital" as well as the Constitution, which is included as an exhibit to the registration statement of which this prospectus forms a part, prior to investing in the Ordinary Shares.

We currently report our financial results under IFRS, which differs in certain significant respect from U.S. generally accepted accounting principles, or U.S. GAAP.

Currently we report our financial statements under International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRSs). There have been and there may in the future be certain significant differences between IFRS and U.S. GAAP, including differences related to revenue recognition, intangible assets, share-based compensation expense, income tax and earnings per share. As a result, our financial information and reported earnings for historical or future periods could be significantly different if they were prepared in accordance with U.S. GAAP. In addition, we do not intend to provide a reconciliation between IFRS and U.S. GAAP unless it is required under applicable law. As a result, you may not be able to meaningfully compare our financial statements under IFRS with those companies that prepare financial statements under U.S. GAAP.

As a foreign private issuer, we are exempt from a number of rules under the U.S. securities laws and are permitted to file less information with the SEC than a U.S. company.

We are a foreign private issuer, as defined in the SEC's rules and regulations and, consequently, we are not subject to all of the disclosure requirements applicable to public companies organized within the United States. For example, we are exempt from certain rules under the Exchange Act that regulate disclosure obligations and procedural requirements related to the solicitation of proxies, consents or authorizations applicable to a security registered under the Exchange Act, including the U.S. proxy rules under Section 14 of the Exchange Act. In addition, we are not required to comply with Regulation FD, which restricts the elective disclosure of material information. In addition, our senior management and directors are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and related rules with respect to their purchases and sales of our securities. Moreover, we will not be required to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. public companies and will not be required to file quarterly reports on Form 10-Q or current reports on Form 8-K under the Exchange Act. In addition, foreign private issuers are not required to file their annual report on Form 20-F until four months after the end of each fiscal year. Accordingly, there is expected to be less publicly available information concerning our company than there would be if we were not a foreign private issuer. In addition, insiders and large shareholders of ours will be exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act and will not be obligated to file the reports required by Section 16 of the Exchange Act. These exemptions and leniencies may reduce the protections you may otherwise have been eligible if you held common stock of a domestic U.S. issuer.

As a foreign private issuer, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards and these practices may afford less protection to shareholders than they would enjoy if we complied fully with Nasdaq corporate governance listing standards.

As a foreign private issuer listed on Nasdaq Capital Market, or Nasdaq, we will be subject to their corporate governance listing standards. However, Nasdaq rules permit foreign private issuers to follow the corporate governance practices of its home country. Some corporate governance practices in Australia may differ from Nasdaq corporate governance listing standards. For example, we could include non-independent directors as members of our Compensation and Nominating and Governance committees, and our independent directors may not necessarily hold regularly scheduled meetings at which only independent members of our board of directors are present. Currently, we intend to follow home country practice to the maximum extent possible as a public company under our Constitution. Therefore, our shareholders may be afforded less protection than they otherwise would have under corporate governance listing standards applicable to U.S. domestic issuers. In particular, we expect to follow home country law instead of Nasdaq practice regarding:

- Nasdaq's requirement that an issuer provide for a quorum for any meeting of the holders of Ordinary Shares, which quorum may not be less than 33⅓% of the outstanding shares of an issuer's voting ordinary shares. In compliance with Australian law, the Constitution provides that three (3) shareholders present and entitled to vote on a resolution at the meeting shall constitute a quorum for a general meeting.

- Nasdaq's requirement that we establish a compensation committee and that all members of such committee be "independent" as defined in the Nasdaq rules. Nasdaq rules would require that compensation be determined, or recommended to our board of directors for determination, either by a compensation committee comprised of independent directors or by a majority of the independent directors on our board of directors. Instead, compensation of our directors and officers will be determined by our board of directors.

- Nasdaq's requirement that we establish a nominating committee and that all members of such committee be "independent" as defined in the Nasdaq rules. Nasdaq rules would require that nominations be determined, or recommended to our board of directors for determination, either by a nominating committee comprised of independent directors or by a majority of the independent directors on our board of directors. As such, nominations of persons for election to our board of directors of Directors will be determined by our board of directors.

We may lose our foreign private issuer status in the future, which could result in significant additional cost and expense.

While we currently qualify as a foreign private issuer, the determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter and, accordingly, our next determination will be made on December 31, 2023. In the future, we would lose our foreign private issuer status if we to fail to meet the requirements necessary to maintain our foreign private issuer status as of the relevant determination date. For example, if 50% or more of our securities are held by U.S. residents and more than 50% of our senior management or directors are residents or citizens of the United States, we could lose our foreign private issuer status. Immediately following the closing of this offering, approximately 22.87% of our outstanding Ordinary Shares (including Ordinary Shares in the form of Ordinary Shares) will likely be held by U.S. residents (assuming that all purchasers in this offering are residents of the United States).

The regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly more than costs we incur as a foreign private issuer. If we are not a foreign private issuer, we will be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive in certain respects than the forms available to a foreign private issuer. We would be required under current SEC rules to prepare our financial statements in accordance with U.S. GAAP rather than IFRS, and modify certain of our policies to comply with corporate governance practices required of U.S. domestic issuers. Such conversion of our financial statements to U.S. GAAP would involve significant time and cost. In addition, we may lose our ability to rely upon exemptions from certain corporate governance requirements on U.S. stock exchanges that are available to foreign private issuers such as the ones described above and exemptions from procedural requirements related to the solicitation of proxies.

We are an "emerging growth company" under the JOBS Act and will be able to avail ourselves of reduced disclosure requirements applicable to emerging growth companies, which could make the Ordinary Shares less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies," including not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act, for complying with new or revised accounting standards. We will not take advantage of the extended transition period provided under Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards.

We cannot predict if investors will find the Ordinary Shares less attractive because we may rely on these exemptions. If some investors find the Ordinary Shares less attractive as a result, there may be a less active trading market for the Ordinary Shares and the price of the Ordinary Shares may be more volatile. We may take advantage of these exemptions until such time that we are no longer an emerging growth company. We would cease to be an emerging growth company upon the earliest to occur of (i) the last day of the fiscal year in which we have more than USD$1.235 billion in annual revenue; (ii) the last day of the fiscal year in which we qualify as a "large accelerated filer"; (iii) the date on which we have, during the previous three-year period, issued more than USD$1.0 billion in non-convertible debt securities; and (iv) the last day of the fiscal year in which the fifth anniversary of this offering occurs.

If we fail to develop or maintain an effective system of disclosure controls and internal control over financial reporting in compliance with the requirements that will be applicable to us as a public company in the United States, our ability to produce timely and accurate consolidated financial statements or comply with applicable regulations could be impaired and our listing on Nasdaq Capital Market could be terminated.

As a public company in the United States, we will be subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, and the rules and regulations of the applicable listing standards of Nasdaq Capital Market. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting, and financial compliance costs, make some activities more difficult, time-consuming, and costly and place significant strain on our personnel, systems, and resources. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by using the reports that we will file with the SEC is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Exchange Act is accumulated and communicated to our principal executive and financial officers.

In connection with the finalization of our consolidated audited financial statements for the year ended June 30, 2021, the Company concluded, and our independent auditors UHY Haines Norton Sydney concurred, that a material weakness existed in our internal control over financial reporting relating to several factors, which involved a lack of non-executive directors and the heavy reliance on an external accountant.

For the year ended June 30, 2021, we had no independent board members, nor an audit committee, to evaluate related party transactions against a formal benchmarking standard to determine whether such transactions were conducted at arm's length. As a result, there were delays with transactions being reported to the Australian Securities & Investments Commission ("**ASIC**"). The Company had also limited internal control processes and operational checklists on business operation changes and financial reporting.

Through the financial year ended June 30, 2022, we implemented several measures to remediate these deficiencies, including appointing an independent director in August 2021 and two further independent directors to our board of directors in April 2022, hiring a Chief Financial Officer in June 2022 to implement changes to our finance function to ensure compliance and establishment of proper operational controls, reporting procedures and policies to safeguard assets and minimize financial and commercial risks, and formalizing processes for related party transactions. However, as many of these remedies occurred towards the end of the June 30, 2022 reporting period, the material weaknesses existed as part of our financial year audit report as at June 30, 2022.

In connection with finalizing our consolidated audited financial statements for the year ended June30, 2023, the Company concluded, and our independent auditors UHY Haines Norton Sydney concurred, that the Company's measures implemented in late 2022 to work to mitigate risks in regards to segregation of duties, having clear job roles and responsibilities, and overarching review of the financial information, had not performed as expected and therefore there are still material weaknesses through the financial year ended June 30, 2023. The Chief Financial Officer, hired in June 2022, ended his employment in February 2023 by mutual agreement, and a New Chief Financial Officer was hired in February 2023. Through the financial year ended June 30, 2023, there continued to be a lack of audit committee, and whilst the Company implemented review and oversight of financial information including the financial statements and segregation of duties, these were not at a level that was effective to overcome the material weaknesses. The Company would need to further effectively segregate duties and have greater review and oversight of financial information and financial statements. The Company is currently working on remedial measures for the financial year ending June 30, 2024.

Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting also could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that may be required to include in our periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the trading price of our Ordinary Shares. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on Nasdaq Capital Market. We are required to comply with the SEC rules that implement Section 404 of the Sarbanes-Oxley Act and are required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Our independent registered public accounting firm is not required to formally attest to the effectiveness of our internal control over financial reporting until after we are no longer an "emerging growth company" as defined in the JOBS Act. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed, or operating. Any failure to maintain effective disclosure controls and internal control over financial reporting could have an adverse effect on our business and results of operations and could cause a decline in the price of our Ordinary Shares.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

We will have broad discretion in the application of the net proceeds that we receive from this offering as well as of our existing cash, and we may spend or invest these funds in a way with which our shareholders disagree. Our failure to apply these funds effectively could harm our business and financial condition. Pending their use, we may invest the net proceeds from the offering in a manner that does not produce income or that loses value. These investments may not yield a favorable return to our investors.

If we are a passive foreign investment company, there could be adverse U.S. federal income tax consequences to U.S. holders.

Based on the nature and composition of our income, assets, activities and market capitalization for our taxable year ended June 30, 2023, we believe that we were not classified as a passive foreign investment company, or PFIC, for the taxable year ended June 30, 2023. However, there can be no assurance that we will not be considered a PFIC in any past, current or future taxable year. A separate determination must be made after the close of each taxable year as to whether we are a PFIC for that year. As a result, our PFIC status may change from year to year. Our status as a PFIC will depend on the composition of our income (including whether we receive certain grants or subsidies and whether such amounts will constitute gross income for purposes of the PFIC income test) and the composition and value of our assets, which may be determined in large part by reference to the market value of the Ordinary Shares, which may be volatile, from time to time. Our status may also depend, in part, on how quickly we utilize the cash proceeds from this offering in our business. Our U.S. counsel expresses no opinion regarding our conclusions or our expectations regarding our PFIC status.

Under the Code, a non-U.S. company will be considered a PFIC for any taxable year in which (1) 75% or more of its gross income consists of passive income or (2) 50% or more of the average quarterly value of its assets consists of assets that produce, or are held for the production of, passive income. For purposes of these tests, passive income includes dividends, interest, gains from the sale or exchange of investment property and certain rents and royalties. In addition, for purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets and received directly its proportionate share of the income of such other corporation. If we are a PFIC for any taxable year during which a U.S. holder (as defined below in the section titled "Material United States Federal Income Tax and Australian Tax Considerations — Material United States Federal Income Tax Considerations") holds the Ordinary Shares, we will continue to be treated as a PFIC with respect to such U.S. holder in all succeeding years during which the U.S. holder owns the Ordinary Shares, regardless of whether we continue to meet the PFIC test described above, unless the U.S. holder is eligible to make and makes a mark-to-market election or makes a specified election once we cease to be a PFIC. If we are classified as a PFIC for any taxable year during which a U.S. holder holds the Ordinary Shares, the U.S. holder may be subject to adverse tax consequences regardless of whether we continue to qualify as a PFIC, including ineligibility for any preferred tax rates on capital gains or on actual or deemed dividends, interest charges on certain taxes treated as deferred, and additional reporting requirements. For further discussion of the PFIC rules and the adverse U.S. federal income tax consequences in the event we are classified as a PFIC, see "Material United States Federal Income Tax and Australian Tax Considerations — Material United States Federal Income Tax Considerations."

If a United States person is treated as owning at least 10% of the Ordinary Shares, such holder may be subject to adverse U.S. federal income tax consequences.

If a U.S. holder is treated as owning, directly, indirectly or constructively, at least 10% of the value or voting power of the Ordinary Shares, such U.S. holder may be treated as a "United States shareholder" with respect to each "controlled foreign corporation" in our group, if any. While our group does not currently include any U.S. subsidiaries, if we form or acquire any U.S. subsidiaries in the future any of our current non-U.S. subsidiaries and any future newly formed or acquired non-U.S. subsidiaries will be treated as controlled foreign corporations, regardless of whether we are treated as a controlled foreign corporation. A United States shareholder of a controlled foreign corporation may be required to annually report and include in its U.S. taxable income its pro rata share of "Subpart F income," "global intangible low-taxed income" and investments in U.S. property by controlled foreign corporations, regardless of whether we make any distributions. An individual that is a United States shareholder with respect to a controlled foreign corporation generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a United States shareholder that is a U.S. corporation. Failure to comply with controlled foreign corporation reporting obligations may subject a United States shareholder to significant monetary penalties. We cannot provide any assurances that we will furnish to any United States shareholder information that may be necessary to comply with the reporting and tax paying obligations applicable under the controlled foreign corporation rules of the Code. U.S. holders should consult their tax advisors regarding the potential application of these rules to their investment in the Ordinary Shares.

Our failure to meet the continued listing requirements of Nasdaq could result in a delisting of the Ordinary Shares.

If, after listing, we fail to satisfy the continued listing requirements of Nasdaq, such as the corporate governance requirements or the minimum closing bid price requirement, Nasdaq may take steps to delist the Ordinary Shares. Such a delisting would likely have a negative effect on the price of the Ordinary Shares and would impair your ability to sell or purchase our Ordinary Shares when you wish to do so. In the event of a delisting, we can provide no assurance that any action taken by us to restore compliance with listing requirements would allow the Ordinary Shares to become listed again, stabilize the market price or improve the liquidity of the Ordinary Shares, prevent the Ordinary Shares from dropping below the Nasdaq minimum bid price requirement or prevent future non-compliance with Nasdaq's listing requirements.

Because there is no existing market for our Ordinary Shares, our initial public offering price may not be indicative of the market price of our Ordinary Shares after this offering, an active trading market in our Ordinary Shares may not develop or be sustained and the market price of our Ordinary Shares could fluctuate significantly, and you could lose all or part of your investment.

Prior to this offering and the sales of our Ordinary Shares by the selling shareholders pursuant to the Resale Prospectus filed contemporaneously herewith, there has been no public market for our Ordinary Shares. An active trading market for our Ordinary Shares may never develop following completion of this offering or, if developed, may not be sustained. Our initial public offering price and the sales of our Ordinary Shares by the selling shareholders pursuant to the Resale Prospectus filed contemporaneously herewith has been determined through negotiation between us and the underwriters. This price may not reflect the market price of our Ordinary Shares following this offering and the sales of our Ordinary Shares by the selling shareholders pursuant to the Resale Prospectus filed contemporaneously herewith. We cannot predict the extent to which investor interest in us will lead to the development of an active trading market on the Nasdaq. In addition, while we have applied to have our Ordinary Shares listed on Nasdaq, if Nasdaq does not approve the listing of our Ordinary Shares, we will not consummate this offering nor the resale offering described in the Resale Prospectus. There can be no assurance that our Ordinary Shares will be listed on Nasdaq. The lack of an active market may reduce the value of your shares and impair your ability to sell your shares at the time or price at which you wish to sell them. An inactive market may also impair our ability to raise capital by selling our Ordinary Shares and may impair our ability to acquire or invest in other companies, products or technologies by using our Ordinary Shares as consideration.

In addition, the market price of our Ordinary Shares could fluctuate significantly as a result of a number of factors, including:

- fluctuations in our financial performance;
- economic and stock market conditions generally and specifically as they may impact us, participants in our industry or comparable companies;
- changes in financial estimates and recommendations by securities analysts following our Ordinary Shares or comparable companies;
- earnings and other announcements by, and changes in market evaluations of, us, participants in our industry or comparable companies;
- our ability to meet or exceed any future earnings guidance we may issue;
- changes in business or regulatory conditions affecting us, participants in our industry or comparable companies;
- changes in accounting standards, policies, guidance, interpretations or principles;
- announcements or implementation by our competitors or us of acquisitions, technological innovations, or other strategic actions by our competitors; or
- trading volume of our Ordinary Shares or sales of shares by our management team, directors or principal shareholders.

These and other factors could limit or prevent investors from readily selling their Ordinary Shares or otherwise negatively affect the liquidity of our Ordinary Shares, and you could lose all or part of your investment.

The market price of our Ordinary Shares could be adversely affected by future sales, including sales by the selling shareholders pursuant to the Resale Prospectus filed contemporaneously herewith and distributions of our Ordinary Shares or the perception that such sales, including sales by the selling shareholders pursuant to the Resale Prospectus filed contemporaneously herewith, and distributions may occur.

Sales, including sales by the selling shareholders pursuant to the Resale Prospectus filed contemporaneously herewith, distributions or issuances of a substantial number of our Ordinary Shares following this offering or the perception that such sales, including sales by the selling shareholders pursuant to the Resale Prospectus filed contemporaneously herewith, or distributions might occur, could cause a decline in the market price of our Ordinary Shares or could impair our ability to obtain capital through a subsequent offering of our equity securities or securities convertible into equity securities.

We may issue additional Ordinary Shares in the future, which may dilute our existing shareholders. We may also issue securities that have rights and privileges that are more favorable than the rights and privileges accorded to our existing shareholders.

We may issue additional securities in the future, including Ordinary Shares, and options, rights, warrants and other convertible securities for any purpose and for such consideration and on such terms and conditions we may determine appropriate or necessary, including in connection with equity awards, financings or other strategic transactions. Subject to the requirements of the Corporations Act, our board of directors will be able to determine the class, designations, preferences, rights and powers of any additional shares, including any rights to share in our profits, losses and dividends or other distributions, any rights to receive assets upon our dissolution or liquidation and any redemption, conversion and exchange rights.

Certain recent initial public offerings of companies with relatively small public floats comparable to our anticipated public float have experienced extreme volatility that was seemingly unrelated to the underlying performance of the respective company. Our Ordinary Shares may potentially experience rapid and substantial price volatility, which may make it difficult for prospective investors to assess the value of our Ordinary Shares.

Our Ordinary Shares may be subject to rapid and substantial price volatility. Recently, companies with comparably small public floats and initial public offering sizes have experienced instances of extreme stock price run-ups followed by rapid price declines, and such stock price volatility was seemingly unrelated to the respective company's underlying performance. Although the specific cause of such volatility is unclear, our anticipated public float may amplify the impact the actions taken by a few stockholders have on the price of our Ordinary Shares, which may cause the price of our Ordinary Shares to deviate, potentially significantly, from a price that better reflects the underlying performance of our business. Our Ordinary Shares may experience run-ups and declines that are seemingly unrelated to our actual or expected operating performance and financial condition or prospects, making it difficult for prospective investors to assess the rapidly changing value of our Ordinary Shares. In addition, holder of our Ordinary Shares may experience losses, which may be material, if the price of our Ordinary Shares declines after this offering or if such investors purchase shares of our Ordinary Shares prior to any price decline.

The offering price of the primary offering and resale offering could differ.

The offering price of our Ordinary Shares in the initial public offering has been determined by negotiations between the Company and the underwriter. The offering price in the initial public offering bears no relationship to our assets, earnings or book value, or any other objective standard of value. Subject to their respective lock-up agreement, the selling shareholders may commence selling the resale shares at prevailing market prices or at privately negotiated prices during the twelve months following our listing on Nasdaq. Therefore, the offering prices of the initial public and resale offering could differ. As a result, the purchasers in the resale offering could pay more or less than the offering price in the primary offering.

The resale of Ordinary Shares by the Selling Shareholders may cause the market price of our Ordinary Shares to decline.

The resale of Ordinary Shares by the selling shareholders, as well as the issuance of Ordinary Shares in this offering could result in resales of our Ordinary Shares by our current shareholders concerned about the potential dilution of their holdings. In addition, the resale by the selling shareholders could have the effect of depressing the market price for our Ordinary Shares.

We are not likely to issue dividends for the foreseeable future.

We cannot assure you that our proposed operations will result in sufficient revenues to enable profitable operations or to generate positive cash flow. For the foreseeable future, we anticipate that we will use any funds available to finance the growth of the Company and that we will not pay cash dividends to shareholders. Unless we pay dividends, our shareholders will not be able to receive a return on their shares unless they sell them. There is no assurance that shareholders will be able to sell shares when desired.

We expect that any dividend payments on our Ordinary Shares would be declared in U.S. Dollars, and any shareholder whose principal currency is not the U.S. Dollar would be subject to exchange rate fluctuations.

The Ordinary Shares will be traded in, and we expect that any cash dividends or other distributions to be declared in respect of them, if any, will be denominated in U.S. Dollars. Shareholders whose principal currency is not the U.S. Dollar will be exposed to foreign currency exchange rate risk. Any depreciation of the U.S. Dollar in relation to such foreign currency will reduce the value of such shareholders' Ordinary Shares and any appreciation of the U.S. Dollar will increase the value in foreign currency terms. In addition, we do not expect to offer our shareholders the option to elect to receive dividends, if any, in any other currency. Consequently, our shareholders may be required to arrange their own foreign currency exchange, either through a brokerage house or otherwise, which could incur additional commissions or expenses.

Our pre-IPO shareholders will be able to sell their shares after the completion of this offering subject to restrictions under Rule 144 under the Securities Act, which could impact the trading price of our Ordinary Shares.

Our directors, officers, and the beneficial owners of 78.46% of our Ordinary Shares, other than the beneficial owners of 21.54% of our Ordinary Shares who are named in the resale prospectus as the selling shareholders, that are issued and outstanding as of the date of this prospectus will agree not to offer, sell, agree to sell, directly or indirectly, or otherwise dispose of any Ordinary Shares for a period of up to six months from the date of the initial closing of this offering. See *"Underwriting — Lock-Up Agreements."* Our pre-IPO shareholders may be able to sell their Ordinary Shares under Rule 144 following the expiration of that lock-up period. See *"Shares Eligible for Future Sale"* below. Because these pre-IPO shareholders have paid a lower price per Ordinary Share than participants in this offering, when they are able to sell their pre-IPO shares under Rule 144 following the expiration of that lock-up period, they may be more willing to accept a lower sales price than the IPO price, which could impact the trading price of our Ordinary Shares following the completion of the offering, to the detriment of participants in this offering. Under Rule 144, before our pre-IPO shareholders can sell their shares, in addition to meeting other requirements, they must meet the required holding period. We do not expect any of the Ordinary Shares to be sold pursuant to Rule 144 during the pendency of this offering. The Ordinary Shares to be issued and sold during the pending of this offering are the Ordinary Shares to be issued and sold in the manner described herein under *"Prospectus Summary — Recent Developments"* and the Ordinary Shares to be issued and sold in this offering.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that reflect our current expectations and views of future events, all of which are subject to risks and uncertainties. Forward-looking statements give our current expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. You can find many (but not all) of these statements by the use of words such as "approximates," "believes," "hopes," "expects," "anticipates," "estimates," "projects," "intends," "plans," "will," "would," "should," "could," "may" or other similar expressions in this prospectus. These statements are likely to address our growth strategy, financial results and product and development programs. You must carefully consider any such statements and should understand that many factors could cause actual results to differ from our forward-looking statements. These factors may include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are known and some that are not. No forward-looking statement can be guaranteed, and actual future results may vary materially. Factors that could cause actual results to differ from those discussed in the forward-looking statements include, but are not limited to:

- our strategies and objectives;
- our ability to meet the Nasdaq requirements;
- our other financial operating objectives;
- the availability of qualified employees for business operations;
- general business and economic conditions;
- our ability to meet its financial obligations as they become due;
- the positive cash flows and financial viability of our operations and new business opportunities;
- our ability to manage growth with respect to our operations and new business opportunities;
- our ability to secure intellectual property rights over our proprietary products or enter into license agreements to secure the legal use of certain patents and intellectual property;
- our ability to avoid infringement of intellectual property rights; and
- our ability to be successful in new markets;

We describe certain material risks, uncertainties, and assumptions that could affect our business, including our financial condition and results of operations, under "Risk Factors." We base our forward-looking statements on our management's beliefs and assumptions based on information available to our management at the time the statements are made. We caution you that actual outcomes and results may, and are likely to, differ materially from what is expressed, implied or forecast by our forward-looking statements. Accordingly, you should be careful about relying on any forward-looking statements. Except as required under the federal securities laws, we do not have any intention or obligation to update publicly any forward-looking statements after the distribution of this prospectus, whether as a result of new information, future events, changes in assumptions, or otherwise.

USE OF PROCEEDS

We estimate that we will receive approximately USD$5.38 million or AUD$7,472,222 based on an initial public offering price of USD$5.00 per share (which is the price set forth on the cover page of this prospectus) in net proceeds from the sale of 1,300,000 Ordinary Shares offered by us in this offering, after deducting the underwriting discounts and commissions and estimated offering expenses of approximately USD$1.12 million or AUD$1.56 million or payable by us.

The underwriters have an option to purchase up to 195,000 additional Ordinary Shares at the public offering price less the underwriting discounts and commissions within 45 days after the date of this prospectus to cover-allotments, if any. Exercise by the underwriters of this option in full would result in additional net proceeds to us of approximately USD$975,000 or AUD$1.35 million.

We intend to use the net proceeds we receive from this offering as follows:

- Approximately AUD$298,711 to further advance and protect our intellectual property through preparing, filing, prosecuting and maintaining additional patent applications;
- Approximately AUD$676,544 to allow for further research and development work, in support of validating — sampling, trials and lab tests, the existing gel technology in the veterinary and pharmaceutical space. This is in conjunction with the regulatory and compliance work in obtaining regulatory approvals in the United States and other regions for different products, such as our over-the-counter pain management product. These proceeds are expected to fully cover all the development of the current products in our pipeline;
- Approximately AUD$3,360,500 to scale up the sales and marketing functions of our business, as we look to gain further traction in North America and expand into new parts of Asia and Europe;
- Approximately AUD$2,389,689 to capital expenditures that will cover manufacturing costs, including potentially hiring a product line within an existing manufacturing facility to control our manufacturing cycle and to investigate establishing our own manufacturing facility to control the entire product lifecycle and supply chain and
- Approximately AUD$746,778 is to be used as general working capital for general corporate purposes, including, without limitation, assessing or investing in or acquiring companies that are synergistic with or complimentary to our technologies.

The foregoing is set forth based on the order of priority for each purpose and represents our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development, the status of and results of our sales, marketing and manufacturing efforts, any collaborations that we may enter into with third parties for our products and any unforeseen cash needs. As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering.

We believe opportunities may exist from time to time to expand our current business through the acquisition or license of complementary products and product candidates. As of current date, we have not identified any specific acquisition candidates nor entered into any acquisition agreements. While we have no current agreements or commitments for any specific acquisitions or in-licenses at this time, we may use a portion of the net proceeds for these purposes.

DIVIDEND POLICY

We have never declared or paid cash dividends on our Ordinary Shares. We currently do not have any plans to pay cash dividends. Rather, we currently intend to retain all of our available funds and any future earnings to operate and grow our business. Any future determination to pay dividends will be at the discretion of our board of directors and will depend upon a number of factors, including our results of operations, financial condition, future prospects, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant.

CAPITALIZATION AND INDEBTEDNESS

The following table sets forth our capitalization and indebtedness as of June30, 2023 on an:

- actual basis;
- as adjusted basis to give effect to (i) 20,000 Ordinary Shares expected to be issued at listing, pursuant to an agreement entered into in October 2023, at an issue price of USD$5.00 per Ordinary Share as described herein under "*Business — Material Contracts — Consulting,"* and (ii) the issuance and sale of 1,300,000 Ordinary Shares in this offering at the initial public offering price of USD$5.00 per Ordinary Share, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. This excludes any shares issuable upon conversion of the Convertible Notes.

The pro forma information below is illustrative only and our capitalization following the completion of this offering will be adjusted based on the public offering price and other terms of this offering determined at pricing. You should read this table together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our reviewed consolidated financial statements and the related notes appearing elsewhere in this prospectus.

US dollar amounts have been translated to Australian dollar amounts using an exchange rate of USD$0.72:AUD$1.00 except as follows:

- Assets, liabilities (including Accrued Manager Fees and the Capitalization Table adjustments related thereto) and Shareholders' Equity have been translated as required at June 30, 2023 and 2022 using an exchange rate of USD$0.6630:AUD$1.00 and USD$0.6895:AUD$1.00, being the spot rate at those dates.

CAPITALIZATION TABLE AS OF JUNE 30, 2023 ON ACTUAL AND ADJUSTED BASIS: AUD$

		Adjustments to June 30, 2023 Actual historical			
	Actual at June 30, 2023	**Manager fees[1]**	**Adjusted historical – before IPO**	**IPO issues[2]**	**Adjusted historical – after IPO**
	AUD$	**AUD$**	**AUD$**	**AUD$**	**AUD$**
Cash and cash equivalents	399,224		399,224	7,472,222	7,871,446
Indebtedness:					
Borrowings from related parties	173,940		173,940		173,940
Shareholders loan	1,463,650		1,463,650		1,463,650
Convertible Notes	839,115		839,115		839,115
Total Indebtedness	2,476,705	—	2,476,705	—	2,476,705
Shareholders' equity					
Issued capital	26,608,227	138,889	26,747,116	7,472,222	34,219,338
Accumulated losses	(7,949,735)	(138,889)	(8,088,624)	—	(8,088,624)
Total shareholders' equity	18,658,492		18,658,492	7,472,222	26,130,714
Total capitalization	21,135,197		21,135,197	7,472,222	28,607,419

(1) Fees payable to Manager, conditional upon completion of IPO – 20,000 shares at USD$5 per share plus USD$100,000 (AUD$138,889) cash and this cost have been accrued at June 30, 2023. However, we believe that we do not owe any compensation under the OSP Consulting Contract as the contemplated initial public offering date did not close by December 31, 2023. On February 13, 2024, we and Arc Group Limited entered into a new consulting contract to issue the (i) same number of shares at USD$5.00 per share plus (ii) the same cash compensation of USD$100,000 (AUD$138,889) conditional upon the closing of IPO.

(2) IPO funding round-issue of 1,300,000 Ordinary Shares to raise USD$6.5 million before costs

Issue proceeds*	AUD$	9,027,778
Estimated offer costs	AUD$	(1,555,556)
Net proceeds	AUD$	7,472,222

* — Assumes no additional share issues above approximately USD$6.5 million capital raise target.

ISSUED SHARES TABLE ON JUNE 30, 2023 ON ACTUAL AND ADJUSTED BASIS

		Adjustments to June 30, 2023 Actual historical			
	Actual at June 30, 2023	**Manager fee shares[1]**	**Adjusted historical – before IPO**	**IPO shares**	**Adjusted historical – after IPO[2]**
Shares issued	—	20,000	—	1,300,000	—
Total shares on issue	8,118,075	8,138,075	8,138,075	9,438,075	9,438,075

Notes to Issued Shares Table

(1) Fees payable to manager for completion of the IPO listing in the amount of 20,000 Ordinary Shares at USD$5.00 per share to be issued upon listing. However, we believe that we do not owe any compensation under the OSP Consulting Contract as the contemplated initial public offering date did not close by December 31, 2023. On February 13, 2024, we and Arc Group Limited entered into a new consulting contract to issue the same number of shares at USD$5.00 per share conditional upon the closing of IPO.

(2) Excludes warrants to be issued to underwriters and service providers as consideration for capital raising and underwriting services as described herein under “Underwriting.”

(3) Excludes any shares issuable upon conversion of the Convertible Notes.

DILUTION

If you invest in the Ordinary Shares, your interest will be diluted to the extent of the difference between the public offering price per Ordinary Share and our net tangible book value per Ordinary Share after this offering. Dilution results from the fact that the public offering price per Ordinary Share underlying the Ordinary Shares is in excess of the net tangible book value per Ordinary Share.

Net tangible book value per Ordinary Share represents the amount of total tangible assets minus the amount of total liabilities, divided by the total number of Ordinary Shares outstanding as of June 30, 2023. Dilution is determined by subtracting net tangible book value per Ordinary Share from the assumed initial public offering price per Ordinary Share, which is USD$5.00 per Ordinary Share, and after deducting underwriting discounts, commissions and estimated offering expenses payable by us.

Our historical net tangible book value (deficit) as of June 30, 2023 was AUD$(2,835,169), or AUD$(0.3492) per Ordinary Share, excluding the effects of any additional issues of shares to be made after June 30, 2023.

Our pro forma net tangible book value (deficit) as of June 30, 2023 was AUD$(2,835,169), corresponding to a pro forma net tangible book value (deficit) of AUD$(0.3484) per ordinary share prior to this public offering. Pro forma net tangible book value per Ordinary Share represents our pro forma net tangible book value divided by the total number of our Ordinary Shares outstanding as of June 30, 2023 after adjusting for the 20,000 shares to be issued to a service provider as settlement of fees upon the closing of this offering. This excludes any shares issuable upon conversion of the Convertible Notes.

After giving further effect to the issuance and sale of 1,300,000 Ordinary Shares in this offering at the public offering price of USD$5.00 per share, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as net tangible book value on June 30, 2023 would have been approximately AUD$4.64 million, or AUD$0.4913 per Ordinary Share after this public offering. This represents an immediate dilution in the pro forma as adjusted net tangible book value of AUD$6.4531 per Ordinary Share to investors purchasing our Ordinary Shares in this offering. The following table presents this dilution to new investors purchasing Ordinary Shares in the offering:

	As of June 30, 2023 AUD$ per Ordinary Share			
Assumed initial public offering price per Ordinary Share			AUD$	6.9444
Historical net tangible book value (deficit) per Ordinary Share as of June 30, 2023	AUD$	(0.3492)		
Decrease in net tangible book deficit per ordinary share attributable to proposed pre-IPO share issue to service provider	AUD$	0.0008		
Pro-forma net tangible book value (deficit) per Ordinary Share prior to this offering	AUD$	(0.3484)		
Increase in net tangible book value per Ordinary Share attributed to investors purchasing Ordinary Shares in this offering	AUD$	0.8397		
As adjusted net tangible book value per Ordinary Share after this offering			AUD$	0.4913
Dilution in net tangible book value per Ordinary Share to investors in this offering			AUD$	6.4531
Percentage of dilution per ordinary share to new investors				92.93%

Each USD$1.00 increase or decrease in a public offering price of USD$5.00 per share after deducting underwriting discounts, commissions and estimated offering expenses payable by us would increase or decrease the net tangible book value after this offering by AUD$0.2324 or AUD$0.1196 per Ordinary Share respectively, and the dilution to investors in the offering by AUD$1.156 or AUD$1.269 per Ordinary Share respectively.

The following table summarizes, on a pro forma basis as of June 30, 2023, the differences between existing shareholders as of June 30, 2023 and the new investors with respect to the number of Ordinary Shares purchased from us, the total consideration and the average price per share: (1) paid to us by existing stockholders; and (2) to be paid by new investors acquiring our Ordinary Shares in this offering at an initial public offering price of USD$5.00 per Ordinary

Share, before deducting underwriting discounts, commissions and estimated offering expenses payable by us. The total number of Ordinary Shares does not include Ordinary Shares issuable pursuant to the exercise of the overallotment option granted to the underwriters, nor warrants issued to service providers nor any shares issuable upon conversion of the Convertible Notes.

	Ordinary Shares Purchased		Total Consideration		Average Price per Ordinary Share
	Number	Percent	Amount	Percent	
Existing shareholders	8,138,075	86.2%	AUD$ 26,608,227[(1)]	74.7%	AUD$ 3.27
Purchasers of Ordinary Shares	1,300,000	13.8%	AUD$ 9,027,778	25.3%	AUD$ 6.94
Total	9,438,075	100%	AUD$ 35,636,005	100%	AUD$ 3.78

(1) Total consideration value excludes Pre-IPO share issuance costs and any shares issuable upon conversion of the Convertible Notes.

Each USD$1.00 increase or decrease in the public offering price of USD$5.00 per Ordinary Share would increase or decrease total consideration paid by new investors by AUD$1,805,556 assuming that the number of shares, as set forth on the cover page of this prospectus, remains the same, and before deducting underwriting discounts, commissions and estimated offering expenses payable by us.

To the extent that we grant options or other equity awards to our employees or members of our management in the future, and those options or other equity awards are exercised or become vested or other issuances of Ordinary Shares are made, there will be further dilution to new investors.

The outstanding share information in the table above is based on the pro forma number of 8,138,075 Ordinary Shares (prior to the public offering) outstanding as of June 30, 2023, as adjusted in the table above excluding any shares issuable upon conversion of the Convertible Notes.

MANAGEMENT DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of the financial condition and results of our operations should be read in conjunction with the "Summary Statements of Operations Data" and our consolidated financial statements and the notes to those statements appearing elsewhere in this prospectus. This discussion and analysis contains forward-looking statements reflecting our management's current expectations that involve risks, uncertainties and assumptions. Our actual results and the timing of events may differ materially from those described in or implied by these forward-looking statements due to a number of factors, including those discussed below and elsewhere in this prospectus particularly in the Section entitled "Risk Factors".

Overview

Our company was incorporated as a proprietary company limited by shares under the laws of Australia in October 2018. The name of the Company was changed from Myhypo Pty Ltd to Gelteq Pty Ltd in connection with the expansion of the business across a wider set of markets and became Gelteq Limited upon conversion into a public company on May 26, 2022. The Company is engaged in the development and testing of a gel based delivery system for humans and pets. The registered office of the company is Vistra Australia, Level 4, 100 Albert Road, South Melbourne VIC, 3025 Australia. Our principal place of business is 639-641 Glenhuntly Road, Caulfield, VIC 3162, Australia. See "*Description of Share Capital and Constitution*."

Business Overview

We are a clinical and science-based company that is focused on developing and commercializing white label gel-based delivery solutions for prescription drugs, nutraceuticals, pet care and other products. A "white label" gel-based delivery solution is where we produce a product that other companies rebrand as their own product. Our principal products are edible gels, which we refer to as gels, and their application in gel-based dosage forms. Our current product suite consists of multiple products that sit within five core verticals — for pets, sports, pharmaceutical (pharma), over-the-counter (OTC) and nutraceutical — all of which leverage our patent pending multiple-ingredient dosage forms, and that we expect to have a wide range of applications and consumers. We currently focus our efforts on out-licensing our technology to companies to develop and create new products they can manufacture and sell within their established and researched markets, while we continue to manufacture our existing products under license ("**white label**").

Of our products already licensed, two clients have placed initial orders for nutraceutical products, and there have been four other products in the sports vertical ordered. From these orders, we shipped 15,000 units during May 2022, 250,000 units during June 2022 and 60,000 units in December 2022. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30 2022. The Company expects to fulfill the remaining orders in the third quarter of the 2024 financial year. In January 2023, one of our existing clients placed further orders for two new products totaling 120,000 units, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new client placed an order for 80,000 units. We plan to manufacture and deliver these new units ordered in the third quarter of the fiscal year ended June 30, 2024. In October 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). We expect to manufacture and deliver the October 2023 orders in the third quarter of the fiscal year ended June 30, 2024.

Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including to establish an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. From July 1, 2022 through June 30, 2023 total units ordered were 200,000 and none were with related parties. Cumulatively, from our inception through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. With regards to the pets, nutraceutical and sports vertical, we designed these products to have no regulatory hurdles to overcome as they have food grade classifications and therefore do not require regulatory approvals. We designed our gel platform to enhance the tolerability and stability of drugs while maintaining their efficacy. Products in the pharma vertical will require regulatory approval.

Financial Operations Overview

Revenues

The business received advance deposits of AUD$267,301(USD$192,457) from 6 clients in March 2022 for their initial orders. For these clients, we shipped 15,000 units during May 2022 and 250,000 units during June 2022, with all these shipped products resulting in AUD$147,536 (USD$106,226) now being recognized as revenue at the financial year ended June 30, 2022. The remainder orders continue to be held as deferred revenue in the amount of AUD$119,765 (USD$86,231). For the year ended June 30, 2023, we delivered 60,000 units in December, 2022 and recognized revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. The Company expects to fulfil the remaining orders in the third quarter of the 2024 financial year. Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including to establish an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. From July 1, 2022 to June 30, 2023, total units ordered were 200,000 and none were with related parties. Cumulatively, through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. For the year ended June 30, 2023, we received a AUD$45,437 (USD$32,715) non-refundable deposit raised against the units ordered in January 2023.

Prior to the financial year ended June 30, 2022, our revenue was derived solely from government incentives including the export market and development incentive and research and development tax incentive. During the two years ended June 30, 2023 and June 30, 2022, we derived revenue from contracts with customers, research and development tax incentive, gains from loan modifications and foreign exchange gains.

We continue to discuss revenue opportunities with existing and prospective customers and we remain confident in our sales strategy and our strong existing new business pipeline, and we would fulfil our revenue numbers should each existing potential client in the pipeline eventuate. However, for the business to generate its expected revenue from products sales and licenses in the 2024 financial year, we need to ensure the following events will occur:

1) *Manufacturing* — As we continue to have part of our manufacturing process in Xiamen, Fujian, China, we remain confident that products will still be manufactured and shipped to our customers globally. However, given the follow-on effects to the Chinese economy due to stringent protocols of COVID-19 there, we must remain vigilant on any potential change. We also rely on all raw materials being readily available both in China and in our US operations. We are continuing to see first-hand delays of ingredients reaching our manufacturers on time.

2) *Advertising* — We have allowed for a substantial advertising budget in the financial year ending June 30, 2024 to introduce the business and our products and services to potential licensees. This will include a combination of increased sales staff, attendance at relevant exhibitions and conferences, and more traditional online advertising and marketing efforts. The business will also be launching a series of mini websites, each site based on our products, to educate and serve as a resource material to our existing customers and potential customers. This would in turn potentially sell Gelteq products and to initiate more relevant marketing activity.

3) *Existing Clients* — We already have existing licensees. Many of our clients have forecast future orders later this calendar year, and we believe these orders will assist us in realizing our desired revenue targets. At the date of this prospectus, we expect approximately 1 million units to be ordered from existing customers, with many of these being treated as pilots with lower margins. We anticipate that such orders would increase our products' market exposure in the wider market; additional orders from these clients may provide increased sales revenues and gross margins. In addition, we would be in a position to negotiate higher per unit pricing for any new clients we acquire subsequent to the pilot sales, which in turn would provide higher overall margins for the business. As such, we thereby believe that the initial sales may generate the conditions for further revenues which would improve our financial posture. However, it is the additional revenue opportunities that may develop as a result of these orders, and which are not

immediately quantifiable, that we believe will provide a potential revenue source during the year ended June 30, 2024. There is no guarantee that all or any of pre-ordered amounts will come to fruition, as it depends on the outcome of the initial trial orders for some of our licensees. Strengthening our confidence in our pipeline, an existing client has placed orders for two new products in January 2023, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new client placed an order for 80,000 units in January 2023. These are all at higher margins that exceed the pilot prices. In October 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). This is a client of a group that has extensive global reach and sales channels and as such, has the potential for large-scale orders in the future. To facilitate this relationship, their initial order has been negotiated to be at a lower margin.

4) *New Hires* — To date, we have not been adequately staffed to be able to reach our projected forecasted revenues. We have allowed the hiring of new hires to directly assist us to reach our revenue targets, and these hires are spread across the business to ensure all sectors are adequately staffed and working towards business performance. A major point to highlight will be the increased sales activity. We expect that we will onboard an additional six sales managers in the 2024 financial year once adequate funds from this offering have been raised to assist us in meeting our revenue targets.

Operating expenses

Our company's focus has been on research and development, with our operating expenses being made up of corporate and administrative expenses together with research and development expenses.

Research and development expenses

Our research and development expenses consist of:

- salaries for research and development staff and consultants, including employee benefits;
- expenses paid to contracted University for product testing, validation and pre-clinical studies; and
- raw material expenses.

The primary research on our gel based delivery system is complete and the Company has already begun manufacturing across different product verticals in May 2022.

With our product verticals, we will continue to prioritize research and development in our pharmaceutical/OTC vertical. Unlike foods, nutraceuticals, and sporting verticals, pharmaceutical and OTC regulations are stricter and require clinical work or studies. Clinical development costs differ at different stages of the product development cycle. As our focus is on the 505(b)(2) pathway, these expenses are substantially less than that of a new drug development. However, the studies required can still be unpredictable in cost. While we do all the required lab work possible prior, there is inherent uncertainly in a clinical trial that makes it difficult to be assured of the time when the results will arrive and whether additional trials are needed. Given this, the timing for income generation from these products has uncertainties and we may require additional research and development costs to finalize a product.

The 505(b)(2) pathway is the shortest timeline we can take to register a product with the FDA as the approved timeline requires stability and bioequivalence data rather than three phases of clinical trials. Any trials which have a negative outcome, or any requirements from a regulatory body for addition al data will create a delay to income and increase our research and development costs which in turn can have a material adverse effect on our operations.

Corporate and administrative expenses

Our corporate and administrative expenses are primarily made up of staff and consultants' salaries, employee benefits, professional fees for auditors, consultants and legal counsel and advertising and marketing expenses. Such expenses are incurred in the process of becoming an Australian public company that is to be treated as a public company in the United States.

We can expect the corporate and administrative expenses to increase through an increase in staffing expenses and employee benefits, legal and auditor professional fees, fees associated with stock exchange listing and SEC requirements, investor relations expenses and insurances.

As we have products ready for commercialization, the increase in staff expenses is expected to prepare for commercial operations, in particular around sales and marketing of our products. COVID-19 restrictions continue to ease which will allow for necessary staff travel and increased participation in conferences.

Financial expenses

Financial expenses mainly includes interest on existing shareholders' loans at an interest rate of 12% per annum, with a term of 18 months and maturing on July 15, 2023. On January 3, 2023, the existing shareholder loans the Company entered into on January 20, 2022 (totaling AUD$1,493,445 at an interest rate of 12% per annum maturing on July 15, 2023) were extended for an additional 12 months at an interest rate of 12% per annum maturing on July 15, 2024. The foregoing loan extension constitutes a substantial modification per IFRS 9, and therefore the original liability is derecognized on modification date, and the new liability for the extended loans is recognized at fair value discounted using an appropriate discount rate. The resulting gain on the modification of the liability (AUD$222,681, USD$160,330) is recognized in the consolidated statements of profit or loss and other comprehensive income in the June 30, 2023 financial statements. Also, as products are manufactured and sold, together with necessary clinical trials, we can expect an increase in financial expenses which will consist mainly of expenses related to foreign currency exchange transactions and standard bank charges.

Acquisitions

During the year ended June 30, 2021, we acquired Nutrigel Pty Ltd and Unit Trust (NPL) and Sport Supplements Pty Ltd and Unit Trust (SSPL). We completed both transactions on a 100% all-script offer, ensuring no cash constraints on the business, and allowing the business to put funds into growing the sports business and the formulations that were acquired as part of the Nutrigel transaction. We believe these acquisitions will significantly enhance Gelteq's technological research and product portfolio which in turn would drive both short and medium term revenue growth.

Acquisition of Nutrigel Pty Ltd and Unit Trust (NPL)

On June 13, 2021, we acquired 100% beneficial interest in Nutrigel Pty Ltd and Unit Trust, NPL or Nutrigel, for a consideration of AUD$9,326,400, comprising the issuance of 1,740 fully paid Ordinary Shares of Gelteq Limited to the vendors, with a deemed fair value of AUD$5,360 per fully paid ordinary share. All shares were issued prior to the wider company share split of 1,050 shares for each share outstanding. Post share split, this equates to 1,827,000 shares at AUD$5.10 per fully paid ordinary share.

Nutrigel is a company which had finalized its research and development in pet nutraceuticals, including detailed recipes and associated marketing materials. The acquisition of Nutrigel was executed as it is in line with the Company's strategic plan of expanding its product offering, the timing being the most optimal for the respective parties.

Acquisition of Sport Supplements Pty Ltd and Unit Trust (SSPL)

On June 13, 2021, we acquired 100% beneficial interest in Sport Supplements Pty Ltd and Unit Trust, SSPL or Sport Supplements, for a consideration of AUD$14,659,600, comprising the issuance of 2,735 fully paid Ordinary Shares of Gelteq Limited to the vendors, with a deemed fair value of AUD$5,360 per fully paid ordinary share. All shares were issued prior to the wider company share split of 1,050 in shares for each share outstanding. Post share split, this equates to 2,871,750 shares at AUD$5.10 per fully paid ordinary share.

Sport Supplements is a company which focused on products for sporting elites through to the everyday person exercising. It had an exclusive license agreement for the sale of an existing brand's products (soccer supplements) across 12 regions. Sports supplements had a full product suite targeting specific sports which is a huge differentiator in the sporting landscape, together with branding and marketing materials. The Company's acquisition of sports supplements further enhances the breadth of Gelteq's product offerings and its geographic reach across its key verticals.

Historical Financial Performance — For the year ended June 30, 2023 compared to the year ended June 30, 2022.

The Company presents and reports its financial statements in accordance with International Financial Reporting Standards (IFRS) and in Australian Dollars (AUD$ or A$), its presentation currency.

Historical information

Management's discussion and analysis of our financial position and results of operations is based on our consolidated financial statements, which we have prepared in accordance with International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRSs).

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results.

The Company's financial statements for the years ended June 30, 2023 and 2022 have been audited by UHY Haines Norton, Sydney in accordance with the standards of the Public Company Accounting Oversight Board ("**PCAOB**").

Financial Position in AUD$:

	As at June 30, 2023	As at June 30, 2022
ASSETS		
Current Assets		
Cash and cash equivalents	399,224	162,485
Trade and other receivables	345,291	250,666
Inventories	95,201	95,201
Prepayments and other assets	151,258	211,713
Total Current Assets	990,974	720,065
Non-Current Assets		
Right-of-use assets	10,001	40,004
Intangible Assets	21,493,661	22,648,721
Total Non-Current Assets	21,503,662	22,688,725
Total Assets	22,494,636	23,408,790
LIABILITIES		
Current Liabilities		
Trade and other payables	1,184,404	881,887
Deferred Revenue	85,359	119,765
Borrowings	5,086	5,086
Lease liabilities	11,896	34,707
Employee benefit provisions	77,780	39,515
Total Current Liabilities	1,364,525	1,080,960
Non-Current Liabilities		
Borrowings	2,471,619	1,460,540
Lease liabilities	—	11,896
Total Non-Current Liabilities	2,471,619	1,472,436
Total Liabilities	3,836,144	2,553,396
Net Assets	**18,658,492**	**20,855,394**
EQUITY		
Issued capital	26,608,227	25,298,909
Reserves	—	34,722
Accumulated losses	(7,949,735)	(4,478,237)
Total Equity (Deficit)	**18,658,492**	**20,855,394**

Years ended June 30, 2023 and 2022

Extract of Statement of comprehensive income (in AUD$)

The following table summarizes the results of operations for the years ended June30, 2023 and 2022:

	Year ended June 30	
	2023	**2022**
	AUD$	**AUD$**
Revenue from contract with customers	79,843	147,536
Raw materials and consumable expenses	(48,925)	(94,874)
Research expenses	(665,035)	(529,017)
Corporate & administrative expenses	(3,412,672)	(3,118,088)
Gains from loan modification	222,681	—
Other income	317,888	225,552
Loss before income tax	(3,506,220)	(3,368,891)
Income tax expense	—	—
Loss after income tax	**(3,506,220)**	**(3,368,891)**

Revenue from contract with customers

During the year ended June 30, 2023, revenue from contract with customers decreased by AUD$67,693 to AUD$79,843 as compared to AUD$147,536 in the corresponding period last year. This revenue of AUD$79,843 is attributable to the sale of products in our nutraceutical vertical. During the year ended June 30, 2022, AUD$127,575 of our revenue was derived from our sports vertical, and the remaining AUD$19,961 was derived from our nutraceutical vertical. This decrease in revenue for the fiscal year ended June 30, 2023 was due to the Company's larger focus on research.

Raw materials and consumable expenses

During the year ended June 30, 2023, the Company incurred raw materials and consumables expenses of AUD$48,925 compared to AUD$94,874 in the corresponding period last year. The Company incurred these expenses to help facilitate the manufacturing of products with its contract manufacturers. The reduction is in line with less products being manufactured in this period.

Research expenses

During the year ended June 30, 2023, research expenses increased by approximately 26% (AUD$136,018) to AUD$665,035 as compared to the similar period last year (2022: AUD$529,017). The increase in research expenses is attributable to product testing, validations, and pre-clinical studies.

Cash and cash equivalents

Cash and cash equivalents increased by AUD$236,739 to AUD$399,224 at June 30, 2023 as compared to June 30, 2022, AUD$162,485, as a result of increased cash used in operating activities of AUD$1,770,435 (June 30, 2022: AUD$1,507,932), attributable to increased payment to suppliers & employees of AUD$1,878,079 (June 30, 2022: AUD$1,687,031) offset by reduced payments to suppliers — IPO AUD$160,489 (June 30, 2022: AUD$239,728), reduced receipts from customers and increased Research & Development Tax incentives of AUD$45,437 (June 30, 2022: AUD$259,325) and AUD$224,536 (June 30, 2022: AUD$159,870), respectively.

Cash used in operating activities was offset by increased cash inflow from financing activities of AUD$2,030,547 (June 30, 2022: AUD$1,487,736), primarily attributable to proceeds from issuing convertible notes AUD$755,935 (June 30, 2022: nil), proceeds from share applications of AUD$1,431,162 (June 30, 2022: nil), offset by lower proceeds from shareholder loans, June 30, 2023: nil (June 30, 2022 AUD$1,493,445) and additional capital issue costs of AUD$121,844 (June 30, 2022: nil).

Trade and other receivables

Trade and other receivables increased by AUD$94,625 to AUD$345,291 at June 30, 2023 as compared to AUD$250,666 as at June 30, 2022. The increase was predominantly due to Convertible Note amounts owed at June 30, 2023.

Inventories

Inventories remained constant at AUD$95,201 as at June30, 2023 when compared to June 30, 2022. Inventories represent raw material measured at cost.

Intangible Assets

Intangible assets (including right-of-use assets) decreased by AUD$1,185,063 to AUD$21,503,662 at June 30, 2023 as compared to AUD$22,688,725 as at June 30, 2022, predominantly due to amortization of AUD$1,192,871 of trade secrets for the year ended June 30, 2023.

Trade and Other payables

Trade and other payables increased by AUD$302,517 to AUD$1,184,404 at June 30, 2023 as compared to AUD$881,887 as at June 30, 2022, primarily attributable to an increase in accruals of AUD$201,148 to AUD$577,224 (June 30, 2022: AUD$376,076) which was due to an increase in accrued consultancy fees and accrued audit fees.

Gains from loan modification

The gain from the loan modification at June30, 2023 was AUD$222,681 (USD$160,330), compared to the prior period of June 30, 2022 which was nil. The increase in gains from loan modification were due to the existing shareholder loans the Company entered into on January 20, 2022, totaling AUD$1,493,445 at an interest rate of 12% per annum maturing on July 15, 2023, being extended for an additional 12months at an interest rate of 12% per annum maturing on July 15, 2024. The foregoing loan extension constitutes a substantial modification per IFRS 9, and therefore the original liability is derecognized on modification date, and the new liability for the extended loans is recognized at fair value discounted using an appropriate discount rate.

Other Income

Other income for the year ended June 30, 2023 has increased by AUD$92,336 to AUD$317,888 as compared to AUD$225,552 for the year ended June 30, 2022. Other income comprises the Research and Development tax incentive and foreign exchange gain.

The Company is eligible for the Australian Government Research and Development Tax Incentive ("**R&D Tax Incentive**") that provides tax offsets for expenditure on eligible R&D activities. Under the program, the Company is entitled to a refundable R&D credit in Australia on the eligible R&D expenditure incurred on eligible R&D activities. The R&D Tax Incentive is overseen by the Australian Taxation Office and AusIndustry, a business advisory arm of the Australian government. The R&D Tax Incentive legislation, Income Tax Assessment Act 1997, Division 355, provides for a refundable R&D tax offset equal to the Company's corporate tax rate plus an 18.5% premium for companies with an aggregated turnover of below AUD$20 million.

The refundable R&D tax offset is accounted for under IAS 20 Accounting for Government Grants and Disclosure of Government Assistance, as per which the R&D tax offset income is recognized when there is reasonable assurance that it will be received. It is recognized in the statement of comprehensive income in the same period that the related costs are recognized as expenses and relates to refundable amounts on approved expenses.

Deferred revenue

Deferred revenue as at June 30, 2023 stands at AUD$85,359 as compared to AUD$119,765 at June 30, 2022. Deferred revenue represents amounts received for purchase orders that are yet to be delivered as at June 30, 2023.

Borrowings (current and non-current)

Borrowings at June 30, 2023, stands at AUD$2,476,705 representing: loans of AUD$18,636 received from Directors of which AUD$5,086 is current and AUD$13,550 is non-current; shareholder loan of AUD$1,463,650 (non-current), convertible notes of AUD$839,115 (non-current) and loans from associated entities of AUD$155,304 (non-current). Borrowings during the June 30, 2023 financial year had increased to AUD$2,476,705 as compared to AUD$1,465,626 for the year ended June 30, 2022, due to the issuance of new convertible notes, which stands at

AUD$839,115 as at June 30, 2023 (June 30, 2022: nil), convertible notes accrued interest of AUD$9,226 (June 30, 2022: nil), additional shareholder loan accrued interest of AUD$393,881 (June 30, 2022: AUD$172,908), which was offset by a gain on shareholder loan modification of AUD$222,681 (June 30, 2022:, nil).

Corporate and administrative expenses (in AUD)

	Year ended June 30	
	2023	**2022**
	AUD$	**AUD$**
Employment expenses	752,584	272,121
Corporate expenses	428,922	263,443
IPO related expenses	278,319	614,304
Depreciation and amortization expenses	1,226,491	1,215,260
Advertising & marketing expense	166,929	68,441
Share based expense	—	34,722
Intellectual Property Services	—	122,307
Legal expenses	5,270	24,744
Consulting fees	80,407	268,676
Other expenses	69,681	58,436
Finance costs	404,069	175,634
Total Corporate and administrative expenses	3,412,672	3,118,088

During the year ended June 30, 2023, total corporate and administrative expenses increased by AUD$294,584 to AUD$3,412,672 relative to AUD$3,118,088 in the similar period last year.

The AUD$294,584 increase in corporate and administrative expenses during the year ended June 30, 2023, relative to June 30, 2022, was predominantly due to an increase in (i) finance costs of AUD$228,435, due to additional interest relating to the shareholders loans (funds from the shareholder loans were received part way through the year ended June 30, 2022) and the issuance of convertible notes; (ii) increase in corporate expenses of AUD$165,479 due to additional professional and management fees; and (iii) increase in employment expenses by AUD$480,463 attributable to an increase in permanent and contract staff. The increase in corporate and administrative expenses as compared to the year ended June 30, 2023 was offset by (i) decrease in IPO related expenses of AUD$335,985 due to lower consultancy fees in connection with the IPO process, (ii) decrease in intellectual property services of AUD$122,307 due to the timing of incurring expenses relating to developing intellectual property and (iii) decrease in consulting fees of AUD$198,995 due to a decrease in external consultants used during as compared to the year ended June 30, 2022.

Liquidity and Capital Resources (in AUD$)

The following table summarizes our changes in working capital from June30, 2022 to June 30, 2023:

	June 30, 2023	**June 30, 2022**	**Change**
	AUD$	AUD$	
Current Assets	990,974	720,065	AUD$ 270,909
Current Liabilities	AUD$ 1,364,525	AUD$ 1,080,960	AUD$ 283,565
Working Capital	AUD$ (373,551)	AUD$ (360,895)	AUD$ (12,656)

As at June 30, 2023, there is a deficit of current assets over current liabilities of AUD$373,551 (June 30, 2022: deficit of current assets over current liabilities of AUD$360,895), however, we believe, that we would be able to meet our short-term obligations as they come due.

The following table sets out information as to consolidated cash flow information for the years ended June30, 2023 and 2022 in AUD$.

	Year ended June 30	
	2023	2022
	AUD$	AUD$
Net cash (used in) operating activities	AUD$ (1,770,435)	AUD$ (1,507,932)
Net cash (used in) investing activities	AUD$ (75,931)	AUD$ —
Net cash from financing activities	AUD$ 2,030,547	AUD$ 1,487,736
Net cash inflow/(outflow)	AUD$ 184,181	AUD$ (20,196)
Effects of exchange rate changes on cash and cash equivalents	AUD$ 52,558	AUD$ 1,017
Net increase/(decrease) in cash and cash equivalents	AUD$ 236,739	AUD$ (19,179)

Years ended June 30, 2023 and 2022

As of June 30, 2023, we had cash and cash equivalents of AUD$399,224 compared to cash and cash equivalents of AUD$162,485 as of June 30, 2022. The increase in cash and cash equivalents of AUD$236,739 is attributed to the following activities:

For the year ended June 30, 2023, net cash used in operating activities was AUD$1,770,435 relative to AUD$1,507,932 for the corresponding period last year, registering an increase of AUD$262,503. The increase in cash used in operating activity is primarily attributable to a decrease in receipts from customers of AUD$213,888 (June 30, 2023, AUD$45,437 compared to AUD$259,325 at 30 June, 2022).

For the year ended June 30, 2023, net cash from investing activities increased by AUD$75,931 due to expenditure on intangible assets and property, plant and equipment.

For the year ended June 30, 2023, net cash from financing activities increased by AUD$542,811 to AUD$2,030,547 (June 30, 2022: AUD$1,487,736) due to the issuance of convertible notes during May and June 2023.

For the year ended June 30, 2023, effects of exchange rate changes on cash and cash equivalents increased by AUD$51,541 to AUD$52,558 (June 30, 2022: AUD$1,101) due to increase in foreign currency transactions.

Cash Flow

We intend to raise approximately USD$6.5 million (approximately AUD$9.03 million) in this offering, although we cannot provide assurances that this offering will be completed. The net proceeds from this offering will be used to accomplish certain strategic initiatives, including but not limited to:

- strengthen our balance sheet and cash flow reserve position;
- pursue growth opportunities;
- hire and retain qualified management and key employees;
- increase our manufacturing capacity and scale;
- further strengthen and enhance our intellectual property portfolio; and
- maintain compliance with applicable laws.

We believe the net proceeds of this offering (USD $5.38 million or approximately AUD$7.5 million after fees) will be sufficient to fund our operations without additional financing required.

In January 2023, we negotiated with holders of our unsecured loans to extend the terms of the loans for another 12 months on the same terms from July 2023 until July 2024. In October 2023, all holders of the unsecured loans have agreed to further extend the terms of the loans until December 31, 2024. This extension further reduces our immediate or short term liabilities.

On October 3, 2023, the Company has closed the Convertible Note offering raising approximately AUD$1,004,889 (AUD$410,000 plus USD$400,000 calculated at the daily exchange rate when each amount was received). Each Convertible Note shall have a face value of AUD$1, an annual interest rate of 12% and have a maturity date of

December 31, 2025. Each holder of a Convertible Note may, prior to 90 days of their maturity date and pursuant to the terms of the Convertible Note, either elect to convert their Convertible Note into Ordinary Shares or redeem their Convertible Note for an Australian cash payment. The December 31, 2025 repayment date of the Convertible Notes are intended to alleviate the Company's short term liabilities.

We do not expect to require additional capital apart from the proceeds of this offering should our operations continue as forecasted. Should we experience lower than expected sales volumes, then we may be required to consider additional financing options to continue the Company's growth to achieve positive cash flow. However, we intend to adjust our expenses to align with the revenue generated to ensure we remain financially solvent. See further discussion within the section "*Risk Factors — There is substantial doubt about our ability to continue as a going concern.*"

We expect negative undiscounted operating cash flows beginning in the year ended December31, 2022 through the year ended December 31, 2025 before making positive operating returns from the year beginning January1, 2026 onwards as the business scales up operations and we anticipate a greater uptake of our products by future customers. However, should there be a reduction in revenue, such reduction would impact our expenses and accordingly reduce our cost of goods expenses in areas such as manufacturing, ingredients and commissions. We are striving to streamline our operations as we grow and are working hard at reducing our future expenses that impact on when we can expect to reach a positive cash flow. Our goal is to continue to reduce some of our main forecast expenses such as payroll, costs of sales and advertising, and together with a focus on higher revenue generating product lines to improve on our future financial position. Current conditions in the capital markets are such that traditional sources of capital may not be available to us when needed or may be available only on unfavorable terms. Our ability to raise additional capital, if needed, will depend on conditions in the capital markets, economic conditions, the impact of the coronavirus outbreak and a number of other factors, many of which are outside our control, and on our financial performance. Accordingly, we cannot assure you that we will be able to successfully raise additional capital at all or on terms that are acceptable to us. If we cannot raise additional capital when needed, it may have a material adverse effect on our business, results of operations and financial condition.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, the issuance of such securities could result in substantial dilution for our current shareholders. The terms of any securities issued by us in future capital transactions may be more favorable to new investors, and may include preferences, superior voting rights and the issuance of warrants or other derivative securities, which may have a further dilutive effect on the holders of any of our securities then-outstanding. We may issue additional Ordinary Shares or securities convertible into or exchangeable or exercisable for our Ordinary Shares in connection with hiring or retaining personnel, option or warrant exercises, future acquisitions or future placements of our securities for capital-raising or other business purposes. The issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our Ordinary Shares to decline and existing shareholders may not agree with our financing plans or the terms of such financings. In addition, we may incur substantial costs in pursuing future capital financing, including investment banking fees, legal fees, accounting fees, securities law compliance fees, printing and distribution expenses and other costs. We may also be required to recognize non-cash expenses in connection with certain securities we issue, such as convertible notes and warrants, which may adversely impact our financial condition. Furthermore, any additional debt or equity financing that we may need may not be available on terms favorable to us, or at all. If we are unable to obtain such additional financing on a timely basis, we may have to curtail our development activities and growth plans and/or be forced to sell assets, perhaps on unfavorable terms, or we may have to cease our operations, which would have a material adverse effect on our business, results of operations and financial condition.

Qualitative and Quantitative Information on Financial Risks

Financial Risk Management, including market risk (foreign currency risk, price risk and interest rate risk)

Our activities expose us to a variety of financial risks: market risk (including foreign currency risk, price risk and interest rate risk), credit risk and liquidity risk.

Our overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the financial performance of the Company.

We use different methods to measure different types of risk to which it is exposed. These methods include sensitivity analysis in the case of interest rate, foreign exchange and other price risks, ageing analysis for credit risk and beta analysis in respect of investment portfolios to determine market risk.

Market risk

Foreign currency risk

We have only very minor exposure to foreign currency risk. Foreign exchange risk arises from future commercial transactions and recognized financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. The risk is measured using sensitivity analysis and cash flow forecasting. Management understands that, over the next twelve months, it will deal in a much greater volume in foreign currencies and are in the process of having in place a risk management policy accordingly.

Price risk

We are not exposed to any significant price risk.

Cash flow and fair value interest rate risk

We have limited exposure to interest rate risk arising from long-term borrowings as these are based on fixed rates. There are no borrowings obtained at variable rates for the year ended June 30, 2023 or June 30, 2022. All cash is held in checking accounts or on hand, and do not earn interest.

Credit risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to the group. The maximum exposure to credit risk at the reporting date to recognized financial assets is the carrying amount, net of any provisions for impairment of those assets, as disclosed in the statement of financial position and notes to the financial statements. The Company does not hold any collateral.

All trade and other receivables are current as at June 30, 2023 and June 30, 2022, with no balances past due.

The Company recorded no bad debt expense in the years ended June30, 2023 or June 30, 2022. As of June 30, 2023 and 2022, there was no expected credit losses recorded.

Generally, trade receivables are written off when there is no reasonable expectation of recovery. Indicators of this include the failure of a debtor to engage in a repayment plan, no active enforcement activity and a failure to make contractual payments for a period greater than 1 year.

Liquidity risk

Vigilant liquidity risk management requires the Company to maintain sufficient liquid assets (mainly cash and cash equivalents), and available borrowing facilities to be able to pay debts as and when they become due and payable. The Company manages liquidity risk by maintaining adequate cash reserves and available borrowing facilities by continuously monitoring actual and forecast cash flows and matching the maturity profiles of financial assets and liabilities.

Borrowings as at June 30, 2023 and June 30, 2022 are fully drawn.

Remaining contractual maturities

During the year ended June 30, 2022, the Company entered into a lease agreement with Lifestyle Breakthrough Holdings U/T ("**Lifestyle**") to rent office space. Lifestyle is an entity associated with Nathan J. Givoni and Simon H. Szewach, both are which are directors of the Company.

The Company entered into a lease agreement for office space for a term of 24months with the first three months of the lease provided as a rent-free period. The lease has expired on November 1, 2023 and the Company is continuing the former lease on a month to month basis in anticipation of finalizing a new lease with the current lessor by March 31, 2024. The total rental payable was $11,896 at June30, 2023 and $46,603 at June 30, 2022. The foregoing lease expenses are expected to be paid over the period of the next four months.

The following tables detail the Company's remaining contractual maturity for its financial instrument liabilities for June 2023 and June 2022. The tables have been drafted upon the undiscounted cash flows of financial liabilities based on the earliest date on which the financial liabilities are required to be paid. The tables include both interest and principal cash flows disclosed as remaining contractual maturities. Therefore, these sums may differ from their carrying amount in the statement of financial position.

Consolidated – June 30, 2023	Weighted average interest rate	1 year or less	Between 1 and 2 years	Between 2 and 5 years	Over 5 years	Remaining contractual maturities
	%	AUD$	AUD$	AUD$	AUD$	AUD$
Non-derivatives						
Non-interest bearing						
Trade and GST payables	—	314,425	—	—	—	314,425
Payroll liabilities	—	292,755	—	—	—	292,755
Other loans	—	5,086	13,550	—	—	18,636
Interest-bearing – fixed rate						
Lease liability	4.2%	12,000	—	—	—	12,000
Borrowings	0.50%	—	155,304	—	—	155,304
Borrowings – loans	12.00%	—	1,938,287	—	—	1,938,287
Borrowings – Convertible notes	12.00%	—	—	1,095,452	—	1,095,452
Total non-derivatives		624,266	2,107,141	1,095,452	—	3,826,859

Consolidated – June 30, 2022	Weighted average interest rate	1 year or less	Between 1 and 2 years	Between 2 and 5 years	Over 5 years	Remaining contractual maturities
	%	AUD$	AUD$	AUD$	AUD$	AUD$
Non-derivatives						
Non-interest bearing						
Trade payables	—	216,725	—	—	—	216,725
Payroll liabilities	—	289,086	—	—	—	289,086
Other loans	—	5,086	13,550	—	—	18,636
Interest-bearing – fixed rate						
Lease liability	4.20%	45,000	12,000	—	—	57,000
Borrowings	0.50%	—	—	154,540	—	154,540
Borrowings	12.00%	—	1,753,005	—	—	1,753,005
Total non-derivatives		555,897	1,778,555	154,540	—	2,488,992

Critical accounting estimates and judgements

The preparation of the consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are summarized below.

Impacts of Coronavirus (COVID-19)

Judgement has been exercised in considering the impacts that the COVID pandemic has had, or may have, on the Company based on known information. This consideration extends to the nature of the products and services offered, customers, supply chain, staffing and geographic regions in which the Company operates. Other than as addressed in specific notes, there does not currently appear to be either any significant impact upon the financial statements or any significant uncertainties with respect to events or conditions which may impact the Company unfavorably as at the reporting date or subsequently as a result of the COVID-19 pandemic.

Estimation of useful lives of assets

The Company determines the estimated useful lives and related depreciation and amortization charges for its finite life intangible assets. The useful lives of such assets could change significantly due to events such as technical innovations. The depreciation and amortization charge will increase where the useful life of an asset is less than previously estimated, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down.

Intangible assets

The Company tests annually, or more frequently if events or changes in circumstances indicate impairment, whether indefinite life or finite life intangible assets have suffered any impairment, in accordance with the accounting policy stated in Note 3 in the June 30, 2023 and June 30, 2022 financial statement commencing on page F-8. The recoverable amounts of cash-generating units have been determined based on a fair value less cost to sell calculation. These calculations require the use of assumptions, including estimated discount rates based on the current cost of capital and growth rates of the estimated future cash flows. During the year ended June 30, 2023, the Company had indicators of potential impairment of assets. As a result, the Company had engaged independent expert valuers to provide an updated discounted cash flow model to March 31, 2023, which was then further amended by management to June 30, 2023 to estimate the updated recoverable amount of assets. The updated discounted cash flow model confirmed there is still significant headroom over the carrying value of the intangible asset as at June 30, 2023. Therefore, the Company determined that the recoverable amount in relation to the cash generating unit exceeded its carrying value and no adjustment to its carrying value was required. Refer to Note 20 to the June 30, 2023 financial statements.

Revenue Growth and the Recoverability Rate of Intangible Assets

Notwithstanding that intangible assets comprised approximately 96% of the Company's assets, the Company projects a recoverability rate of such assets based on the assumption that revenues will increase at an average rate of approximately 92% annually in the next 6.5 years.

Our initial target market is in the nutraceutical and animal nutraceutical markets where formulations have been developed and manufacturing capacity has been secured for these products. The three primary non pharmaceutical target markets that we initially intend to focus on are the veterinary, healthcare and nutraceuticals markets. According to Grand View Research and Data Bridge Market Research, each of the target market is expected to grow over the next years, with the (i) veterinary medications market was estimated at approximately USD$44.5 billion in 2022 and is expected to grow to approximately USD$83 billion in 2030 at a CAGR of approximately 8.2%, (ii) the healthcare and oral drug delivery market was estimated at USD$769 billion in 2020 and is expected to grow to approximately USD$1,227 billion in 2028 at a CAGR of approximately 6.9% and (iii) the nutraceuticals and sports market was estimated at USD$151.9 billion in 2021 and is expected to grow to approximately USD$327 billion in 2030 at a CAGR of approximately 8.9%. Our forecast revenue in each target market remains less than 0.05% of the total addressable sales in each market, which supports our assumption that revenues will increase an average rate of approximately 92% annually in the next 6.5 years.

We have a specific strategy to develop our revenue growth by partnering with third parties with a proven track record in the pharmaceutical industry. We have a research and development partnership with Australia's Monash University, which is ranked among the top universities in the world in pharmaceutical science by the 2023 QS World University Rankings for Pharmacy & Pharmacology, to formulate and develop our products. Furthermore, we have partnered with Sosna & Co., Inc., boutique life science sale consultants, for business development and sales opportunities.

In terms of product and sales development and revenue growth, in support of the foregoing assumption in revenue opportunities, for the calendar year ended December 31, 2024, we have identified 28 customers with the potential to place 38 purchase orders. Each potential customer and purchase order was assessed and ranges from "prospecting", where discussions have commenced on product opportunities, product type, potential quantities, the timing of orders, and we believe we have the potential to generate revenue from such customers, through customers that have placed or are about to place a purchase order with us.

In addition to ongoing orders from existing customers, the Company had identified an additional 26 customers with the potential to place an additional 28 purchase orders that are revenue opportunities for the calendar year ended December 31, 2025 and beyond. As the Company continues to grow and invest in sales and marketing, the Company expects to identify additional customers. The Company expects to commence large scale delivery of commercial orders during the financial year ending June 30, 2024. The Company intends to use the net proceeds from this offering to generate revenue by investing in sales, marketing and manufacturing to leverage commercial opportunities and generate the expected increase in future revenue growth as compared to the financial years ended June 30, 2023 and June 30, 2022.

In terms of actual revenue growth, for the year ended June 30, 2023, the Company derived gross revenue from customers of AUD$79,843 (USD$57,487) and shipped 60,000 units and for the year ended June 30, 2022 the Company derived gross revenue of AUD$147,536 (USD$106,226) from sales with total orders sold and shipped of 265,000 units. We are an early-stage company and it is reasonably expected that we will have significant revenue growth during our early years. We expect to deliver 400,000 units in the third quarter of the fiscal year ended June 30, 2024 from orders from this calendar year, showing the early stages of growth.

The potential customers identified as revenue opportunities for the calendar years ended December 31, 2024 and 2025 would underpin the revenue growth in the next two years. Our forecasts of annual revenue growth is 147% for the year ended December 31, 2025, approximately 179% for the year ended December 31, 2026, 96% for the year ended December 31, 2027, 54% for the year ended December 31, 2028 and 26% for the year ended December 31, 2029. Taken together, we would expect the average annual revenue growth rate for the Company to be 92% annually for the next 6.5 years.

For the calendar year beginning January 1, 2026, the Company's incremental annual revenue growth is supported by an analysis of additional revenue opportunities through scaling up and increased market penetration in the existing nutraceutical, pharmaceutical and animal nutraceutical markets. The Company expects to generate revenue in the final year of approximately USD$109.2 million (AUD$158.1 million at an exchange rate of 0.6889) from the sales of approximately 40.09 million units.

Recognition of deferred tax assets

Deferred tax assets are recognized for deductible temporary differences and carried forward losses, only if the Company considers it is probable that future taxable amounts will be available to utilize those temporary differences and losses.

Leases — Incremental borrowing rate

Where the interest rate implicit in a lease cannot be readily determined, an incremental borrowing rate is estimated to discount future lease payments to measure the present value of the lease liability at the lease commencement date. Such a rate is based on what the Company estimates it would have to pay a third party to borrow the funds necessary to obtain an asset of a similar value to the right-of-use asset, with similar terms, security and economic environment.

Employee benefits provision

As discussed in Note 3 of the June 30, 2023 financial statements commencing on page F-8, the liability for employee benefits expected to be settled more than 12 months from the reporting date are recognized and measured at the present value of the estimated future cash flows to be made in respect of all employees at the reporting date. In determining the present value of the liability, the Company has considered the estimates of attrition rates and pay increases through promotion and inflation.

Business combinations/Asset Acquisitions

As discussed in Note 3 of the June 30, 2022 and June 30, 2021 financial statement commencing on page F-55, business combinations are initially accounted for on a provisional basis. The fair value of assets acquired, liabilities and contingent liabilities assumed are initially estimated by the Company considering all available information at the reporting date. Fair value adjustments on the finalization of the business combination accounting is retrospective, where applicable, to the period the combination occurred and may have an impact on the assets and liabilities, depreciation and amortization reported.

The intangible asset acquisitions (the "**Intangible Asset Transactions**") of Nutrigel Pty Ltd and Unit Trust ("**NPL**") and Acquisition of Sport Supplements Pty Ltd and Unit Trust ("**SSPL**") as described under *"Management Discussion and Analysis of Financial Condition and Results of Operations — Acquisition of Nutrigel Pty Ltd and Unit Trust (NPL) and Acquisition of Sport Supplements Pty Ltd and Unit Trust (SSPL)*, were not treated as a business combination due to the relevant entities not meeting the business definition included in IFRS 3. Further, the Intangible Asset Transactions were not deemed to be a reverse acquisition transaction under IFRS 3.B19-B27, nor IFRS 3.B15 as the acquired entities did not meet the business definitions in the foregoing criteria. Thus, the Intangible Asset Transactions are not considered to be reverse acquisition transactions.

Under IFRS 3, the acquired entities did not meet the business definition of a reverse acquisition transaction for the following reasons. Applying the optional concentration test under IFRS 3, substantially all of the fair value of the gross assets acquired by the Company were concentrated in a group of similar identifiable assets. Therefore, the acquired assets meet the optional concentration test and the acquisition does not meet the business definition of a reverse acquisition transaction under IFRS 3.

In addition, the acquired entities did not meet the business definition under IFRS 3 paragraphs B7-B12 as outlined below:

- the legally acquired entities had minimal operations or assets, aside from the intellectual property and trade secrets of which the Company paid a premium to acquire;
- there was no workforce paid in these acquired entities;
- these acquired entities had no office spaces or workspaces;
- the acquired entities had no substantive processes;
- the acquired entities had no outputs;
- the Intangible Asset Transactions did not meet the elements of a business as they did not have an input and a substantive process that together significantly contribute to the ability to create output; and
- the intellectual property and trade secrets were developed by the equity holders, who undertook their work as in-kind on their own time;

Given the above factors, the acquired entities are not able to be considered a reverse acquisition transaction under IFRS 3.B19-B27, nor IFRS 3.B15 as they did not meet the business definition therein.

Accordingly, in considering whether the transaction constituted a reverse acquisition transaction outside the scope of IFRS 3, the Company applied accounting standard IAS 8. The Company considered the substance of the transactions as well as relevant and related accounting standard requirements and noted the following:

- the legal acquirer, the Company and its management, and/or those charged with governance, retained operational and strategic control over the merged entity;
- the post-transaction entity maintained, in substance, the Company as the controlling entity in the group;
- the legally acquired entities had minimal operations or assets, aside from the acquired intellectual property and trade secrets of which the Company paid a premium to acquire; and
- the legal acquirer has pre-existing operations and assets and was not merely a listing shell entity.

The Company determined that in substance, and with reference to the related but not directly applicable requirements of IFRS 3 that the transactions did not constitute reverse acquisition transactions, but instead were most appropriately accounted for as intangible asset acquisitions.

While NPL and SSPL post-acquisition on face value accounted respectively for 25% and 39.3% of the shareholding in the Company, as outlined in the financial statements for the years ended June 30, 2022 and 2021 and shown in the table below, the new shareholders only accounted for 42.74% of the Company post-acquisition as shown in the table below. Some existing equity holders of the Company held equity positions in both NPL and SSPL which allowed the Company and its existing shareholders to account for a majority ownership with over 57% of the voting rights in the Company.

The following table is based on a total of 6,960 outstanding shares post-acquisition in the Company.

Total shares issued in the Company post-acquisition for each entity*	**Post-acquisition shareholding percentage**
NPL 1,740	25.00%
SSPL 2,735	39.30%
NPL & SSPL 4,475	64.30%

* Share numbers are reflective of pre-split share numbers, to align with the period of time when the shares were issued.

Number of shares held by parties with existing holdings in the Company pre-acquisition across each acquired entity*	Percentage of shares held by parties with existing holdings in the Company pre-acquisition across each acquired entity*	Percentage of shares held by parties with existing holdings in the Company pre-acquisition in the Company post-acquisition *	Post-acquisition shareholding percentage – of only new shareholders
NPL 575	33.05%	8.26%	16.74%
SSPL 925	33.82%	13.39%	26.01%
Total percentage of shares post-acquisition of new shareholders in Gelteq			**42.74%**

* Share numbers are reflective of pre-split share numbers, to align with the period of time when the shares were issued.

The new shareholders after the Intangible Asset Transactions possess less than 50% of the voting rights of the Company. As such, the former owners of both Nutrigel Pty Ltd and Sport Supplements Pty Ltd did not have the majority of members needed to make changes or assume control of the Company, nor to make any management or operational changes to the Company. As the Company and its existing shareholders held majority ownership and given these acquisitions were only able to be treated as a business combination, no management changes were made. There were also no management personnel in the acquired entities as such no person could be put forth to join the Company's management nor board of directors.

Furthermore, for Nutrigel Unit Trust and Sport Supplements Unit Trust, there were no single controlling person or entity within the unit trusts. Both unit trusts required over 80% approval for any decisions as governed by their unitholder's deeds, with the unit trusts being the controlling entity. There were no majority stakeholders that had control of over 80% of each of the unit trusts to constitute control. Each unit trust also relied on unitholder approval over 80% for all decisions. While Nathan Givoni was a director in both unit trusts and Simon Szewach was a director in Sport Supplements Unit Trust, however, both individuals had no control over the entities given that each unit trust required 80% or more of unit holders to approve any decision and both had a combined equity holding of less than 2% in Sport Supplements Unit Trust and under 9% equity holding in Nutrigel Unit Trust before the acquisitions. Both Nathan Givoni and Simon Szewach were also not paid for their role in either unit trust.

For additional clarity and avoidance of doubt on the shareholding and ownership of each entity, below is table that provides for the top five shareholders or unit holders of the Company, NPL and SSPL and their respective unit trusts before and after the Intangible Asset Transactions.

Before the Intangible Asset Transactions

Nutrigel Pty Ltd	Nutrigel Pty Ltd Unit Trust

Entity/Shareholder	Relevant (top 5) shareholding percentage of total issued and outstanding shares	Entity/Shareholder	Relevant (top 5) unitholding percentage of total issued and outstanding units
Asiana Trading Corporation Limited	63.91%	Asiana Trading Corporation Limited	63.91%
ACK Pty Ltd	19.94%	ACK Pty Ltd	19.94%
Paramount Global Limited	3.05%	Paramount Global Limited	3.05%
Givoni Investments Pty Ltd	5.98%	Givoni Investments Pty Ltd	5.98%
Legats Pty Ltd	5.98%	Legats Pty Ltd	5.98%

Sport Supplements Pty Ltd	Sport Supplements Pty Ltd Unit Trust

Entity/Shareholder	Relevant (top 5) shareholding percentage of total issued and outstanding shares	Entity/Shareholder	Relevant (top 5) unitholding percentage of total issued and outstanding units
Crestmont Investments Pty Ltd	26.58%	Crestmont Investments Pty Ltd	26.58%
ACK Pty Ltd	30.09%	ACK Pty Ltd	30.09%
Asiana Trading Corporation Limited	30.42%	Asiana Trading Corporation Limited	30.42%
Paramount Global Limited	2.85%	Paramount Global Limited	2.85%
Paramount Global SS Limited	5.89%	Paramount Global SS Limited	5.89%

Gelteq Pty Ltd

Entity/Shareholder	Relevant (top 5) shareholding percentage of total issued and outstanding shares
Barabash Nominees Pty Ltd	16.90%
ACK Pty Ltd	20.12%
Domalina Pty Ltd	17.30%
B& M Givoni Pty Ltd	12.47%
Grinwade Investments Pty Ltd	12.47%

After the Intangible Asset Transactions

Nutrigel Pty Ltd	Nutrigel Pty Ltd Unit Trust

Entity/Shareholder	Relevant shareholding percentage of total issued and outstanding shares	Entity/Shareholder	Relevant unitholding percentage of total issued and outstanding units
Asiana Trading Corporation Limited	0%	Asiana Trading Corporation Limited	0%
ACK Pty Ltd	0%	ACK Pty Ltd	0%
Paramount Global Limited	0%	Paramount Global Limited	0%
Givoni Investments Pty Ltd	0%	Givoni Investments Pty Ltd	0%
Legats Pty Ltd	0%	Legats Pty Ltd	0%

The above entities were fully acquired by Gelteq, with Gelteq owning 100% of the entity.

Sport Supplements Pty Ltd	Sport Supplements Pty Ltd Unit Trust

Entity/Shareholder	Relevant shareholding percentage of total issued and outstanding shares	Entity/Shareholder	Relevant unitholding percentage of total issued and outstanding units
Crestmont Investments Pty Ltd	0%	Crestmont Investments Pty Ltd	0%
ACK Pty Ltd	0%	ACK Pty Ltd	0%
Asiana Trading Corporation Limited	0%	Asiana Trading Corporation Limited	0%
Paramount Global Limited	0%	Paramount Global Limited	0%
Paramount Global SS Limited	0%	Paramount Global SS Limited	0%

The above entities were fully acquired by Gelteq, with Gelteq owning 100% of the entity.

Gelteq Limited

Entity/Shareholder	Relevant (top 5) shareholding percentage of total issued and outstanding shares
Crestmont Investments Pty Ltd	10.45%
ACK Pty Ltd	23.99%
Asiana Trading Corporation Limited	26.90%
Barabash Nominees Pty Ltd	6.03%
Domalina Pty Ltd	6.18%

Going Concern

The working capital position as at June 30, 2023 of the Company results in an excess of current liabilities over current assets of AUD$373,551 (30 June 2022: excess of current liabilities over current assets of AUD$360,895). The Company made a taxable loss of AUD$3,506,220, during the year ended June 30, 2023 (year ended June 2022 taxable loss: AUD$3,368,891). As of June 30, 2023, there are no capital commitments outstanding. The cash balances as at June 30, 2023 was AUD$399,224 (June 30, 2022: AUD$162,485).

The loans received on February 4, 2022 had their conversion date extended in January 2023, and approximately AUD$1,873,790 was due to be repaid on July 15, 2024. In October 2023, all loan holders agreed to further extend the loans with a new maturity date of December 31, 2024 and approximately $2,015,687 to be repaid on December 31, 2024.

The above matters give rise to a material uncertainty that may cast significant doubt over the Company's ability to continue as a going concern. Therefore, the Company may be unable to realized its assets and discharge its liabilities in the normal course of business at the amounts stated in the consolidated financial statements for the year ended June 30, 2023.

The directors have prepared detailed cash flow projections for the period of 12months from the date of signing the consolidated financial report for the year ended June 30, 2023. The Company's ability to fund its operations is dependent upon its management's plans and execution, which includes raising additional capital, either through this proposed IPO or through private placements, the issue of additional convertible notes, obtaining the applicable regulatory approvals for our products, and generating revenues from its products and having the ability to be able to reduce expenditure accordingly if required, in order to be able to pay its debts as and when they fall due.

On May 5, 2023, the Company's board of directors approved by resolution a raising of up to AUD$1,000,000 in Convertible Notes with a maturity date of December 25, 2025 such that the Company may continue to operate as a going concern. At June 30, 2023, the Company has received proceeds of AUD$755,935. Subsequent to June 30, 2023, the Company has received an additional proceeds of AUD$248,954 for total proceeds of AUD$1,004,889 at the closing of the Convertible Notes.

The Company's consolidated financial statements for the year ended June 30, 2023 have been prepared on a going concern basis which contemplates the realization of assets and satisfaction of liabilities and commitments in the normal course of business. The consolidated financial statements for the year ended June 30, 2023 do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities should the Company be unable to continue as a going concern.

Further, subsequent to the Company's board of directors signing of the June 30, 2023 and 2022 financial statements in December 2023, the shareholder loans, issued on January 20, 2022 collectively have maturity dates of December 31, 2024 and such loans and will become due within 12months from February 2024. As such, our ability to continue as a going concern is also dependent on our management's ability to either extend the maturity date of such shareholder loans or have the shareholders elect to convert such loans into equity.

BUSINESS

Business Overview

We are a clinical and science-based company that is focused on developing and commercializing white label gel-based delivery solutions for prescription drugs, nutraceuticals, pet care and other products. A "white label" gel-based delivery solution is where we produce a product that other companies rebrand as their own product. Our principal products are edible gels, which we refer to as gels, and their application in gel-based dosage forms. Our current product suite consists of multiple products that sit within five core verticals — for pets, sports, pharmaceutical (pharma), over-the-counter (OTC) and nutraceutical — all of which leverage our patent pending multiple-ingredient dosage forms, and that we expect to have a wide range of applications and consumers. We currently focus our efforts on out-licensing our technology to companies to develop and create new products they can manufacture and sell within their established and researched markets, while we continue to manufacture our existing products under license ("**white label**").

Of our products already licensed, two clients have placed initial orders for nutraceutical products, and there have been four other products in the sports vertical ordered. From these orders, we shipped 15,000 units during May 2022, 250,000 units during June 2022 and 60,000 units in December 2022. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30 2022. The Company expects to manufacture and fulfill the remaining orders in the third quarter of the 2024 financial year. In January 2023, one of our existing clients placed further orders for two new products totaling 120,000 units, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new client placed an order for 80,000 units. We plan to manufacture and deliver these new units in the third quarter of the 2024 financial year. In October 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). We expect to manufacture and deliver the October 2023 orders in the third quarter of the fiscal year ended June 30, 2024.

Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including establishing an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. From July 1, 2022 to June 30, 2023, total units ordered were 200,000 and none were with related parties. Cumulatively, from our inception through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. With regards to the pets, nutraceutical and sports vertical, we designed these products to have no regulatory hurdles to overcome as they have food grade classifications and therefore do not require regulatory approvals. We designed our gel platform to enhance the tolerability and stability of drugs while maintaining their efficacy. Products in the pharma vertical will require regulatory approval.

We have been funded since inception through a combination of equity contributions, related party loans and Australian government grants/tax incentives. We will continue to balance our research and development alongside our revenue generating activities, with AUD$79,843 (USD$57,487) of recognized revenue which are attributable to deferred revenue, plus deferred revenue of AUD$45,437 (USD$32,714) received in the financial year ended June 30, 2023 resulting in an aggregate deferred revenue of AUD$85,359 (USD$61,458) as at June 30, 2023. For the financial year ended June 30, 2022, we generated AUD$147,536 (USD$106,226) of recognized revenue attributable to deferred revenue and AUD$267,301 (USD$192,457) of deferred revenue received in the financial year ended June 30, 2022, resulting in an aggregate deferred revenue of AUD$119,765 (USD$86,231) as at June 30, 2022.

We have prepared and applied for patents which relate to a diagnostic gel product comprising glucose, and certain multiple-health ingredient dosage forms. Our first patent family is comprised of granted U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 which is for an oral glucose tolerance test gel and testing method for diabetes diagnostics, and pending patent applications in the following additional countries or jurisdictions: Canada, the European Patent Office, India and Qatar. We are seeking to protect products that employ our gel technology in our second patent family which is directed to certain multiple-health ingredient dosage forms which utilize a gel formulation that features agarose and alginate that in certain ratios and pH ranges form gels of specific firmness to deliver two or more health ingredients (including medicines) in a single dosage form. This second patent family is comprised

of the granted European Patent Office patent 3809877 and patent pending applications in the following countries: Australia, Brazil, Canada, the Eurasian Patent Organization, Israel, India, Japan, South Korea, Mexico, the People's Republic of China, Saudi Arabia, the United Arab Emirates, the United States, and South Africa. Our vision is to change the way good health is delivered to both humans and animals through our patent pending multiple-health-ingredient gel dosage forms.

We continue to work on preparing additional patent applications. Our third patent application addresses challenges with delivering oil-based products in gels, our fourth patent application covers products produced for the nutritional health dysphagia market where swallowing tablets is challenging, and our fifth patent application addresses pharmaceutical formulations with the delivery of a single Active Pharmaceutical Ingredient (API). These applications have been lodged as provisional patents in the United Kingdom in August 2022, December 2022 and May 2023, respectively. We expect to file our sixth and seventh patent families in the fourth quarter of the fiscal year ended June 30, 2024 to further protect the varying APIs that our gel delivery platform can hold. We anticipate to lodge additional patent applications in addition to our sixth and seventh patent families during the fiscal year ended June 30, 2024, as we further increase our intellectual property portfolio as we continue to attain U.S. Food and Drug Administration (FDA) approvals for our gel-based drug dosage forms through the 505(b)(2) pathway.

Our History

Gelteq as an entity began in October 2018, but the initial development work commenced in 2014 by Gelteq co-founder Mr. Nathan J. Givoni

In January 2015, Mr. Givoni began his long-term collaboration with Monash University in Melbourne, Australia, to verify and test our gel formulations. Our company's first patent family relates to an oral glucose tolerance test gel and testing method for diabetes diagnostics and commenced as a provisional patent in Australia in 2015, which continued to be evaluated and tested before it was submitted as a standard patent application in Australia in 2016. For this first patent family, U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 have been granted with several patent applications pending in a number of foreign countries. This glucose tolerance test gel was the subject of a pilot project, after which the focus shifted to establishing strategic partnerships to further develop industry-specific products, which were nutraceutical formulations such as sugar lowering products for people with pre-diabetes. The development of these products did not require specific regulatory approvals. In 2018, Mr. Simon H. Szewach joined the business and our second patent family was later lodged provisionally in Australia, with a further standard patent application submitted in 2019 in the U.S. and a number of foreign countries. The patent applications of our second patent family are granted by the European Patent Office 3809877 with several patent applications pending in a number of foreign countries. The patent applications are directed to certain multiple-health ingredient gel dosage forms to utilize our gel delivery technology. By 2020, these two patent families had been acquired by Gelteq after it was co-founded by Mr. Givoni and Mr. Szewach. The primary focus of Gelteq has been delivering and creating new and innovative products that utilize our gel-based technologies. Utilizing the acquired intellectual property, Gelteq completed product development in early 2020 for a suite of nutraceutical products and since that time, has introduced its first product line and actively pursued (through further research and development), additional applications for the gel technology, which is specifically suited for sports, pharmaceutical (pharma) and over-the-counter (OTC) usage.

In April 2021, Gelteq management decided to prioritize the commercialization of its products related to animal health, driven by several key factors:

- the size of the pet nutrient and pet pharma markets in North America, which translated into expansion opportunities for Gelteq;[7]
- a fundamental change in society towards pets with the emergence of pets as an extended part of the family rather than just companion animals is driving consumer spending on pet ownership and pet care. These trends of pet humanization and consumer concerns for pet health and wellness have created a rapidly growing industry for pet health products[8]; and
- the ongoing research and development opportunities with Gelteq's academic partner in Australia, Monash University, which is ranked among the top universities in the world in pharmaceutical science by the 2023 QS World University Rankings for Pharmacy & Pharmacology and is providing more opportunities in the expanded field of animal husbandry, and with another Australian university's veterinary hospital, with whom negotiations for ongoing research and development opportunities are in progress.

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7 *See Graphical Research (2021). North America Pet Care Market Size By Animal (Dogs, Cats, Birds, Fishes, Horses), By Type (Pet Food {Nutritional, Medicated}, Pet Care Products {Veterinary Care Products, Supplies/OTC Medications}, Service {Pet Grooming/Boarding, Live Animal Purchase), By Distribution Channel (Stores, E-Commerce), Industry Analysis Report, Regional Outlook (U.S., Canada), Application Potential, Competitive Market Share & Forecast, 2021 – 2027. Report ID: GR1633*

8 *Ibid.*

Our Strengths

We are seeking to position ourselves as a leader in the application of ingestible gel technology in nutraceutical, drug and supplement delivery in the following manner:

- seeking to position ourselves as an emerging market leader in dosage forms that utilize ingestible gel technology for nutraceutical, pet care, and pharma;
- promoting our products as superior to other methods of oral delivery (i.e., pills, tablets, gummies);
- highlighting our products as addressing unmet issues around swallowing, taste, dosage and efficacy;
- taste-masking ability of Gelteq's patent pending multiple-health ingredient gel dosage forms, being able to immediately address unsolved challenges in compliance and dosing;
- creating manufacturing and distribution and sale channels permits expedited time-to-market for high-demand products;
- expanding our intellectual property portfolio by maintaining our 100%-owned U.S. patent for a glucose tolerance testing product, and working to have our additional pending patent applications inside and outside of the United States proceed towards allowance, and filing additional patent applications to protect our new discoveries;
- maintaining our research and development partnership with Australia's Monash University, which is ranked among the top universities in the world in pharmaceutical science by the 2023 QS World University Rankings for Pharmacy & Pharmacology and is providing more opportunities in the expanded field of animal husbandry, while negotiating another research and development partnership with another Australian university's veterinary hospital; and
- signing industry partnerships/licenses for pilot programs with our licensee companies for sport-related gels described herein under *"Business — Material Contracts — Customer Contracts."*

Our Strategy

Overall

The following are highlights of our strategy to promote and expand our business at the present time:

- *Greatest unmet demand for our gel dosage forms* — We will focus on dysphagia (the medical term given to difficulty swallowing) and other areas including children and seniors where the need is great and current solutions inadequate. See our discussion of dysphagia later in this document.
- *Fastest ability to grow sales* — we are looking to capitalize on existing opportunities in the market.
- *Highest margins* — certain markets, such as pet nutrients, nutraceuticals and human supplements, offer high margins.
- *Little to no competitors* — We are seeking "blue ocean" markets where the competition is not currently focusing, including in the pharmaceutical (pharma) and over-the-counter (OTC) markets.
- *Highest Demand for a market differentiating delivery platform* — issues such as difficulty in swallowing, need to intake a large amount of drugs or nutrients, and taste making are all areas where our product can show deep differentiation and shine.

Based on this, we have decided to focus our efforts in the following order at the present time:

- *First,* pet health/supplements — We have developed products that comprise health ingredients related to joint health, coat quality, immune boosting, weight loss, diabetes and digestion for felines and canines. The development of the product formulations was completed and the products are awaiting future production at scale in their current form, or alternatively, their formulation can be adjusted by a future license partner, if desired. At this stage, our pet health and supplemental products had been developed from our laboratories, flavored and shown to be shelf stable by our manufacturers and are ready to be sold to the public. Samples of the canine and feline products have been tested respectively on canines and felines, highlighting and verifying acceptance and palatability. Further, we expect to begin formal palatability studies for canine products in the third quarter of the fiscal year ended June 30, 2024. The Company took the decision to delay the clinical study to prioritize additional patent and formulation protections and to

finalize establishing our own production line with a local Australian GMP certified manufacturer. The further strengthening of our IP portfolio is designed to allow for a wider expansion into the pharmaceutical sector, with the production line enhancing the speed at which we can expand into this sector.

- *Second,* nutraceuticals — We have developed formulations for products in the nutraceutical sector that include dietary fiber, prebiotics, probiotics, vitamins, polyunsaturated fatty acids, antioxidants, electrolytes and others. At this stage, our nutraceuticals had been developed from our laboratories, flavored and shown to be shelf stable by our manufacturers and are ready to be sold to the public. We have also already sold products in our sports vertical which contain electrolytes and carbohydrates as primary ingredients to PacificPine Tennis Limited, PacificPine Football Limited, PacificPine Golf Limited and Five-Star Sports Hong Kong Limited. We have also sold a product that addresses brain function in our nutraceutical vertical, taking a proprietary powder blend owned by Healthy Extracts Inc. (OTCQB:HYEX) and creating an easy to consume gel product for Healthy Extracts Inc. and their customers. In addition, we have sold 20,000 units of Hypogel in our nutraceutical vertical, our product formulation that acts as a glucose boost to Lifestyle Breakthrough Holdings Pty Ltd. For these clients, we shipped an aggregate of 265,000 units for year ended June 30, 2022, with all these shipped products now recognized as revenue during the financial year ended June 30, 2022. The remainder orders continue to be held as deferred revenue, of which the Company has fulfilled 60,000 units in December 2022 and expects to fulfill the outstanding orders of 45,000 products in the third quarter of the fiscal year ended June 30, 2024. In January 2023, an existing customer placed further orders for two new products that respectively aids gut health and lowers sugar absorption, totaling 120,000 units, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new Australian client placed an order for 80,000 units for the product that lowers sugar absorption all in our nutraceutical vertical. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. The Company expects to fulfill the remaining orders in the third quarter of the fiscal year ended June 30, 2024. In October 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). We expect to manufacture and deliver the October 2023 orders in the third quarter of the fiscal year ended June 30, 2024. Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including establishing an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. From July 1, 2022 to June 30, 2023, total units ordered were 200,000 and none were with related parties. Cumulatively, through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. Further product formulations are in development, and are available as samples, with production to occur when a potential license partner is engaged.
- *Third,* healthcare/pharma — These could include pharmaceutical products for both human and pets, including those for people with swallowing issues. In our lab, we have developed several pharmaceutical products for treatment of pain which have undergone dissolution studies. We expect one of these products we expect will soon be entered into the 505(b)(2) pathway with the FDA, and potentially equivalent regulatory bodies in other regions. We also expect to work with license partners to create additional pharmaceutical products for human or animals, which would require regulatory approval once developed. These future products potentially include gel dosage forms comprising a new API of a future licensing partner, which would require an NDA, or, for approved APIs, the 505(b)(2) pathway can be pursued.

Strategy Steps

Gelteq's strategy is based on delivering innovative gel dosage forms that change the way good health is delivered to both humans and animals through our patent pending multiple-health-ingredient gel dosage forms. To achieve this objective, we intend to pursue the following:

- Maximize the commercial potential of our animal health and nutraceutical products through licensing and partnerships. We will continue to focus on white label and private label manufacturing using our patent pending multiple-health ingredient gel dosage forms, and then leveraging the brand awareness of the licensee and their existing customer base to ensure greater volumes of products are sold and then reordered from Gelteq. We began building relationships with animal health companies initially, closely followed by pharmaceutical companies, nutrition providers and sports organizations through which our products will be sold.
- Obtain FDA approval for our own gel-based drug dosage forms, through the 505(b)(2) pathway. To target the pain management market, we are currently taking an off-patent API for treatment of pain down the 505(b)(2) pathway and have completed dissolution studies. This has the potential, if approved by the FDA, to be available as our own gel-based OTC product with potential options to license-out or sell ourselves to consumers, or through a range of distributors. For this API candidate, we have completed dissolution comparisons to existing market products so that our future clinical data can be compared in bioequivalence studies to an existing, FDA approved product containing the same API. We have yet to perform further pre-clinical and clinical studies on bioequivalence and safety in humans which are required for FDA approval of different dosage forms. These clinical studies are expected to be run concurrently to further stability testing, with our initial research and development lab stability data not indicating any lack of stability. Our API pipeline includes a further prescription medication API candidate that, once its dissolution study is completed, and its results are analyzed and collated, we expect to proceed with as described above for the OTC API.
- Expand our product suite to be made available to potential licensees. We will continuously conduct research and development and evaluate opportunities to leverage our gel delivery technology and patent pending multiple-health ingredient gel dosage forms, to develop additional products within pharmaceutical, nutraceutical, OTC and prescription markets.
- Complete clinical testing of our gel delivery technology with a variety of APIs. We are currently working on a multitude of pharmaceutical APIs that are available in different chemical structures, prioritizing dysphagia-based APIs, where we believe there is the greatest unmet need for an oral drug delivery system that has the potential to overcome the challenges of swallowability, taste, dosage and efficacy.

Outlook for the 2024 financial year

The following is a high level overview of outlook for the 2024 financial year:

(a) We are pursuing 505(b)(2) pathway which once completed will provide us with our own gel-based prescription drug that we can license to potential licensees.

(b) With our first patent granted in the United States for an oral glucose tolerance test gel and testing method for diabetes diagnostics, with non-U.S. patent applications for the glucose tolerance test gel and testing method pending in other countries and jurisdictions, and U.S. and non-U.S. patent applications pending seeking to protect products that employ our gel technology in our second patent family which is directed to certain multiple-health ingredient gel dosage forms which utilize a gel formulation that features agarose and alginate that in certain ratios and pH ranges form gels of specific firmness to deliver two or more health ingredients (including medicines) in a single dosage form. Our third, fourth and fifth patent families have been lodged as a provisional patent in the United Kingdom in August 2022, December 2022 and May 2023, respectively. We expect to file our sixth and seventh patent families in the fourth quarter of the fiscal year ended June 30, 2024 to further protect the varying APIs that our gel delivery platform can hold. We believe these patents families have the prospect to provide us with a competitive advantage.

(c) We are in discussions with potential distributors for distributions of white-labelled products.

There can be no assurance that our intended plans for the 2024 financial year will be consummated. Our actual performance for the 2024 financial year may differ, and could differ significantly, from the plans described above. See *"Disclosure Regarding Forward-Looking Statements"* herein.

Our Products

All of Gelteq's products currently are white label gel-based delivery solutions which third parties can use to create their own health products.

Gelteq patent pending multiple-health ingredient gels dosage forms are organized into three groups:

- Pet gels;
- Pharmaceutical/OTC gels; and
- Nutraceuticals/sports nutrition gels.

These multiple-health ingredient gel dosage forms are available for licensees to use "off the shelf." However, if the licensee needs a special formulation, Gelteq will work with them to create a suitable gel product that meets their needs.

Gel Delivery System Details:

How It Works

The Gelteq Delivery System provides pharma and nutraceutical enhancements throughout every stage of ingestion in both animal and humans; addressing the complete experience — from the point of ingestion to final absorption:

- Mouth — Gelteq gels have the ability to moderate and mask poor-tasting, unsavory ingredients.
- Throat — Our "set" gel flows quickly, with a low internal resistance; inducing the swallowing reflex making it much more difficult to choke, especially compared to pills or capsules.
- Digestion — Gelteq gels easily breaks down within the digestive system; the gel protects nutrients or medicines from degradation and shields against stomach acids; ensures precise dosage is delivered.
- Gastrointestinal System — Gelteq gels can be modified to be fast or slow releasing, meaning quickly or slowly absorbed by adjusting the texture and a base set of ingredients of the gel system which can slow down the nutrient release; the gels target ideal absorption areas along digestive tract.

Key Features of the Gel Delivery System

Food Grade Ingredients

Our patent pending multiple-health ingredient dosage forms, our gel delivery technology and the ingredients delivered in our OTC, nutraceutical, sport and pet products are generally regarded as safe (**"GRAS"**), meaning ingredients used in these formulations have previously undergone safety evaluations by either a regulatory body (such as the FDA) or experts and have shown to not be harmful when used as intended. Our team, together with the assistance of our regulatory team, have reviewed each of our gel components, and given there is existing usages of the different compounds across different products, the Company is able to term the gel components as being GRAS.

We also do not make any health claims with respect to these products and therefore, we have concluded in consultation with our regulatory consultants that they can be marketed and sold with minimal regulatory oversight, which reduces lead times and costs, and makes it more suitable to a larger number of potential customers.

Transforming virtually any ingredient into a gel

Our gelification process makes it easy to transform any macronutrients, micronutrients, pharmaceutical or medicinal ingredients into a stand-alone gel product. We can gelify, or replace with a gel, a wide range of existing consumables, including powders, tablets, pills, supplements, vitamins, or oils, transforming them into, or replacing them with, a new gel product. The gelification process involves a complex series of steps that allows us to form a gel matrix whereby ingredient(s) are homogeneously dispersed in the gel matrix and held in place, providing an easy to consume solution for consumers (human or animal).

Taste Masking

Taste masking is defined as a perceived reduction of an undesirable taste that would otherwise exist. The ideal solution to reduce or inhibit bitterness is the discovery of a universal inhibitor of all bitter tasting substances that does not affect the other taste modalities such as sweetness or saltiness. We regard most APIs as having an unpleasant or bitter

taste, and Gelteq's solutions were developed to help moderate or mask unpleasant or bitter flavors without altering or damaging the taste receptors, and to ensure complete digestibility of the gel formulation, and thus have the potential to increase dosage compliance, palatability and commercial success.

Our scientists utilize a combination of taste assessment (meaning evaluation of a taste), taste moderation (meaning moderation of the extent to which an undesirable taste is perceived) and taste masking (meaning masking of an undesirable taste) to create palatable, customer-accepted forms of products for animal and human consumption.

Gelteq's technology does not block taste receptors from working beyond consumption, which is hugely beneficial compared to alternatives developed by competitors which work on blunting receptors to mask taste. Our gel delivery system allows for the masking of taste by a method of encasing the nutrients and minimizing their release on certain taste receptor areas, which allows consumers to continue to taste their next mouthful unaffected by the masking product. In contrast, many taste masking products block out a taste reception for several hours which can change the user's taste during the following meals and can have a negative impact on future consumption of the masking products.

Variety of textures — differing viscosities

Our gelification process is able to be customized across different textures. This allows us to work with clients across many different sectors including, but not limited to animals, children, seniors, or athletes.

The usefulness of our ability to control viscosities can be seen in helping conditions like dysphagia (the medical term given to difficulty swallowing) which will be discussed in more detail below.

Set dosage

While tablets or capsules do provide set dosages, many liquids require user preparation. This can lead to a high probability of user error, either under- or overdosing. Having a clear and defined dose in our gel dosage allows for accuracy and efficiency for the end users. This can also enhance compliance with the required dosage by users given the ease of use which does not require syringes or measuring cups to get the right dosage.

Pet Market Insights

Supplements for Pets

In terms of value, the companion pets segment dominated the market with a revenue share of over 45.0% in 2020[8]. Companion pets are the most popular pets in the world, with an incredibly high adoption rate. According to the American Pet Products Association's 2019-2020 National Pet Owners Survey, approximately 63.4 million households in the United States own a dog, with owners spending an average of approximately USD$58 per year on dog vitamins.

For instance, vitamins and supplements may be given to around one-third of companion pets and cats in the U.S. According to a 2006 study published in the Journal of the American Veterinary Medical Association, the most prevalent are multivitamins, supplements to assist arthritic joints, and fatty acids to minimize shedding and increase a coat's gloss. Probiotics can be given to pets to help with gastrointestinal issues and antioxidants can be given to fight the consequences of aging, such as cognitive deterioration.

COVID-19 has clearly raised awareness of the necessity of supporting immune health in a proactive manner. According to a survey reported on by the Kerry Group plc[9] more than a quarter of dog and cat owners in the U.S. are concerned about their pets' health as a result of COVID-19. Furthermore, approximately 69% of these concerned pet owners have explored using immune-strengthening supplements in their pet's diet.

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8 *See Grand View Research (2022) Companion Animal Medicine Market Report*
9 *See Kerry (2022). Pet Wellness and Nutrition*

Pet Humanization

Globally, pet humanization has received a lot of attention in mainstream media over the recent past. The shift from pet ownership to pet parenting has been a very crucial and defining trend in the pet food market, more so in the developed countries. Over one-third of the households in the developed countries own a pet.[10] According to the American Pet Products Association's 2019 -2020 National Pet Owners Survey, it revealed that more than 85 million households in the United States had one or more pets, the majority of them being companion pets. Thus, increasing pet humanization is anticipated to drive the pet food industry.

As a part of this pet humanization trend, pets are considered a part of the family. The growing bond between pet owners and their pets correlates with consumers' willingness to spend more on pet food. Consumers are now becoming aware of their pet's health and are buying pet food rich in nutritional value for the betterment of their companion pets. Nowadays, pet owners are not just looking for basic food products but also for pet consumables that are locally produced and natural or have specific health benefits.[11]

Additionally, the pet humanization trend has led to increased health consciousness and has generated demands for pet food free from sugar, grain, dye, and other chemical additives. Hence, with the emerging pet humanization and premiumization trends, the pet food demand is expected to grow further in the coming years.[12]

Companion Pet Health

Within the pet nutrition industry, pet supplements are often overshadowed by the excitement and innovation taking place in the pet food and treat categories.[13] However, 2020 revealed a seismic shift and a burgeoning opportunity for pet supplement manufacturers.[14]

Unsurprisingly, new product development ("**NPD**") within the North American pet nutrition market dropped by 28% in 2020 versus the prior three-year average, according to Innova,[15] likely due to challenges from COVID-19. However, one rising development was pet supplements, which showed a staggering increase of approximately 116% growth from 2019 to 2020, with more than 150 NPD activities within the North American marketplace.

The billion-dollar pet supplement business in North America has historically been driven by joint health as well as skin and coat health, with a steady transition from brick-and-mortar purchases to online sales. However, COVID-19 disrupted trends in the pet product category, leading to a steep rise in immune system and digestive health products for pets and a dramatic shift to online purchasing.

Immune support is in-demand

COVID-19 undoubtedly has accelerated awareness of the importance of proactively supporting immune health. A survey of U.S. dog and cat owners conducted by Kerry found that more than a quarter report feeling more concerned about their pet's health as a result of COVID-19, and approximately 69% of these concerned consumers have considered adding immune strength-supporting products to their pet's diet. For consumers who have already taken steps to improve pet immunity through nutrition, approximately 38% turned to supplements. Pet supplement manufacturers were aware of this consumer trend as there were approximately 236% more immune health claims amongst pet supplement NPD in 2020 versus 2019.

Notable immune health pet supplement trends in 2020 include novel ingredients like cannabidiol (commonly referred to as CBD oil), hemp oil, krill oil and silver.[16] Appealing product forms such as nutrition bars and meal toppers and natural flavors such as peanut butter and banana can help solve palatability and pet acceptance challenges with

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10 See *American Pet Products Association's 2019-2020 National Pet Owners Survey.*
11 See *Pet Food Market – Growth, Trends, COVID-19 Impact, and Forecasts (2021 – 2026).*
12 See *Pet Food Market – Growth, Trends, COVID-19 Impact, and Forecasts (2021 – 2026)*
13 *See Kerry (2022). Pet Wellness and Nutrition*
14 *Ibid.*
15 *Ibid.*
16 *Ibid.*

administering supplements. As the pet supplement category continues to grow and new ingredients are introduced to the market, brands may see consumers seeking more specific ingredient claims or pet supplements with the branded immune health ingredients they already know and trust in their own food and beverages.

Digestive health takes hold

Digestive health pet supplement claims rose by approximately 173% in 2020 compared to 2019.[17] Probiotics are the go-to pet health ingredient to support pet digestive health as they are generally understood and accepted by consumers in their own food and beverage.[18] When asked about the functional pet ingredient attributes that matter most to U.S. pet owners regarding keeping pets healthy in the wake of COVID-19, probiotics ranked second, just behind immunity ingredients, further signaling their perceived link to pet health. Bacillus in particular have seen the most significant growth within this product category, with Innova reporting an approximate 41% compound annual growth rate ("**CAGR**") from 2016 to 2019.[19]

As the humanization of pets continues to drive growth of the pet food, treat and supplement market, consumers are opting for the ingredients they know and trust in their own diets. Mintel recently reported that approximately 59% consumers are skeptical of health claims made on pet nutrition products.[20] This can create an opportunity for pet supplement manufacturers to leverage branded digestive health ingredients, which provide consumers with a clear point of reference when browsing shelves and helps to deliver on transparency and build trust.[21]

Human Market Insights

Gels directly combat the problems associated with Dysphagia

Dysphagia, the medical term given to difficulty swallowing, can occur anatomically as oral dysphagia (in the mouth), pharyngeal dysphagia (in the pharynx itself), or cricopharyngeal dysphagia (at the far end of the pharynx entering the esophagus).

Oral dysphagia can be caused by paralysis of the jaw, tongue paralysis, dental disease, swelling or wasting away of the chewing muscles, or by an inability to open the mouth. Animals with oral dysphagia often eat in an altered way, such as tilting the head to one side or throwing the head backward while eating. Dysphagia can occur in humans for many reasons, most notably an underlying medical condition, post serious health event (for example, stroke) or can occur through the aging process through lost muscle tone. This is normally treated by adjusting the food and fluid textures depending on the level of swallowing difficulty and choking risk. Gelteq is currently focused on providing solutions to those suffering from dysphagia, with dogs being our first foray within animal health, followed later by humans.

As we continue to expand our gel solutions with dysphagia capabilities, Gelteq engaged with Monash University's Medicines Manufacturing Innovation Centre ("**MMIC**") to validate our technology for use in humans with dysphagia. The validation centered around analyzing our gel solution's structure and functionality against the dysphagia standards, determining its suitability for use by humans with dysphagia. A white paper report was prepared at our request by MMIC in November 2021, which outlines MMIC's assessment and expert opinion and concludes that "products manufactured with the Gelteq Delivery System can be designed to be homogeneous and have fluidity and texture directly useful in the management of dysphagia and swallowing difficulty as well as for the management of strong or unpleasant taste. The carrying capacity of the gel makes it suitable for the formulation of high payload products such as foods and nutrients for easy swallowing and portion management. The capacity of the gel is also useful for the management of appropriate pharmaceutical products either alone or as part of a combination treatment, polypharmacy, or co-administration of supplements, absorption aids, or other orally administered components."[22]

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17 *Ibid.*
18 *Ibid.*
19 *Ibid.*
20 *Ibid.*
21 *Ibid.*
22 *See Medicines Manufacturing Innovation Centre (2021), Delivery systems assisting the management of dysphagia, phagophobia, and swallowing aversion.*

Nutraceuticals and Personalized Nutrition

Nutraceuticals are any substance that is a food or part of a food which provides medicinal or health benefits, including the prevention and treatment of disease. Nutraceuticals may be used to improve health, delay the aging process, prevent chronic diseases, increase life expectancy, or support the structure or function of the body.[23] In recent years, nutraceuticals have received considerable interest due to potential nutritional, safety and therapeutic effects.[24] Consumers are looking to fulfill nutrient and energy needs due to hectic work schedules. According to two of Grand View Research reports, all of this is driving an increase in spending on nutraceuticals. Nutraceuticals are expected to grow from approximately USD$140 billion in 2020 to USD$270 billion by 2028.

We plan to expand globally with our nutraceuticals & sports business partners who use Gelteq's patent pending gel-based methods for delivery of multiple-health ingredients to develop gel pack dosage forms formulated with their ingredients.

As an example of a new license partner in the nutraceutical space, on July 1, 2021, we entered the U.S. market with a signed agreement of 500,000 units, with a Nevada based company, Healthy Extracts Inc. (OTCQB: HYEX) ("**Healthy Extracts**"), a leading innovator of clinically proven plant based products for heart and brain health. Gelteq formulated and created a new gel product for Healthy Extracts that is currently available for sale across the U.S. and Canada.

Sports

Compared with the general population, athletes are more likely to take ergogenic aids, which are dietary supplements marketed as enhancing endurance and/or strength, boosting exercise efficiency, increasing exercise tolerance, and attaining exercise goals more swiftly.[25] Athletes, in particular elite athletes, use these supplements to prepare for exercise, help with recovery, and decrease chances of injury.

Athletes who want to ingest these supplements quickly and effortlessly, without bulking up on excess water, would benefit from a gel based delivery system.

Popular sports supplements which we are able to incorporate into our gel based delivery system include:

Beta-hydroxy-beta-methylbutyrate (HMB)

HMB is purported to help stressed and damaged skeletal muscle cells re-establish function and structure, although clinical trials have yielded conflicting results about its efficacy. Nevertheless, HMB could hasten recovery from an exercise that is intense enough to damage muscle cells, such as a pulled hamstring or a torn rotator cuff.

Betaine

This nutrient is found in beets, spinach, and whole-grain bread. Taken as a supplement, betaine is believed to boost creatine production, cellular water retention, and/or blood nitric-acid levels. Studies of bodybuilders and cyclists suggested that betaine may yield modest benefits for strength- and power-based performance, although evidence data from clinical trials are mixed.

Branched-chain amino acids

The three branched-chain amino acids are leucine, isoleucine, and valine. Unlike other essential amino acids, these can be metabolized by mitochondria in skeletal muscle to yield energy for exercise. A small number of short-term clinical trials indicated that branched-chain amino acids might result in gains in muscle mass and strength during training.

Caffeine

This stimulant blocks activity of the sedative-like neuromodulator adenosine and decreases pain and perceived exertion. Clinical trials consistently support that when taken before physical activity, caffeine can improve performance, particularly in endurance activities, such as running, as well as in intermittent, long-duration activities like soccer.

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23 *See "New concepts in nutraceuticals as alternative for pharmaceuticals" by Nasri H, Baradaran A, Shirzad H, Rafieian-Kopaei M in Int J Prev Med. 2014 December 5.*

24 *See Grand View Research, Sep. 2021 Industry Analysis Pet Supplements Market; Grand View Research, Jan 2021 Industry analysis Veterinary Medicine Market*

25 *See "10-supplements-for-improved-athletic% performance" by Naveed Saleh. 2020 October 6*

Creatine

This supplement supplies muscles with energy for short, anaerobic bursts (for example., sprinting). A number of clinical trials support its benefit for high-intensity, intermittent activity, although these effects may vary by individual. Creatine has been shown in clinical trials to increase strength, work, and power for maximal-effort muscle contractions. Over time, it may aid athletes in adapting to training regimens. However, creatine's benefits are negligible for endurance sports.

Glutamine

This amino acid contributes nitrogen to various biochemical reactions and is a key player in metabolism and energy production. Limited research has indicated that it may enhance recovery and/or muscle strength and decrease soreness post-exercise.

Iron

Iron boosts uptake of oxygen, lowers lactate levels during exercise, and decreases heart rate. Although clinical trials have shown mixed results, some evidence indicates that this essential mineral improves work capacity when correcting for anemia. However, it remains to be elucidated whether iron is ergogenic in people with milder anemia.

Protein

Protein provides essential amino acids to build, maintain, and repair muscle tissue. Based on a wide range of clinical data, protein enhances muscle training response during exercise and recovery. Many athletes take protein post-exercise, which is when it optimally reduces muscle protein breakdown, builds muscle, and enhances muscle oxygen use.

We can market our gel based products to companies who are looking to innovate in the sports nutrition space, offering them a distinctive advantage they can use against their competitors.

Oral drug delivery and diagnostics

The oral drug delivery market remains a huge part of the pharmaceutical industry. According to Data Bridge Market Research, the human oral drug delivery and diagnostics market is currently estimated at approximately USD$769 billion and, with a CAGR of approximately 6.9%, it is expected to grow to approximately USD$1,227 billion by 2027.

However, given its huge size, there has been relatively little innovation in how oral drugs are delivered, compared with the pace of innovation in other areas of health care. Liquid medicines date back to at least 4,000 B.C. and the use of pills to deliver medication can be traced to ancient Egypt to around 1,500 B.C. and the gelatin capsule was invented in around 1847.[26] However, since then, innovation has been relatively modest.

As discussed in the next section, we believe that in our future collaborations with pharmaceutical companies, there may be potential patent life cycle management opportunities for difficult-to-deliver drugs and their new and improved dosage forms that can utilize our gel based delivery system.

Applications & Use Cases

Gelteq's gel solution has numerous prospective applications across animal health, nutraceutical, pharmaceutical, over-the-counter healthcare and sport markets.

- *Animal Health* — Our gel formulations offer a potential solution for pets who have significant difficulties in swallowing pills, or simply as an alternative delivery vehicle to pills which can be a challenge to administer to any pet.
- *Nutraceuticals* — We have developed various formulations that have the potential to enable the delivery of a large variety of macro or micronutrients for humans or animals, together with a large variety of nutraceutical ingredients.

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26 *See ""The Colorful History of Pills Can Fill Many a Tablet". Los Angeles Times. Archived from the original on 19 September 2015"*

- *Pharmaceutical* — Our gel delivery system has the potential to enable the delivery of pharmaceutical and medicinal ingredients, solving unmet pharmaceutical consumption issues around swallowing, taste, dosage and efficacy.
- *Healthcare* — The gel delivery system provides potential for effective, targeted, and flexible solutions within specialty healthcare areas, with core gel components such as viscosity, dose and release timing able to be tailored to service specific OTC drug requirements.
- *Sport Markets* — Our gel delivery system provides potential to deliver key nutrients and minerals for improved sports performance, through our efficient and easy to consume gel delivery vehicle, which does not require additional water intake to gain the full benefit.
- *Potential Patent Life Cycle management opportunities for difficult-to-deliver Drugs* — We are seeking to file new patent applications based on improved combinations with custom-tailored versions of our drug delivery system to protect new dosage forms that we expect may arise. In addition to the pharmaceutical use case above, modified new versions of our gel-based delivery system that we seek to develop may allow drug companies to extend the patent life of their drugs by applying for a new patent insofar as new dosage forms were independently patentable. Such resulting downstream patent applications to advantageous combinations could extend a drug product's patent life cycle with a new dosage form for the drug. This possibility can be extremely valuable for drug companies when they are near the loss of patent protection. It is estimated drugs with a total value of approximately USD$198 billion will have patents expire between 2019 and 2024 which we believe presents potential development opportunities for new improved delivery systems for which we believe patent protection may be available.

Research and Development

Our gel formulation has been formulated following extensive research into delivery methods across the pharmaceutical, over-the-counter healthcare, nutraceutical, sport and animal health markets, resulting in an oral delivery system that has the potential to serve a wide range of applications and consumers. Our research and development is conducted by our team of internal scientists and dietitians together with additional validation of our gel technology undertaken by MMIC to both verify and test our scientific methodologies. MMIC is one of the world's leading drug discovery and global health research institutes in Australia which analyzes each product created and, after conducting their lab-based tests, delivers reports on our product suite. Our gel delivery technology is food-based and is able to be used across food and medicine sectors for both humans and animals.

We are currently focused on further validating the gel technology and its capabilities within the veterinary space. We also aim to conduct clinical trials on an animal-based medication for the treatment of a chronic health condition. As part of our clinical development, we will also be conducting several animal and human trials to ensure we meet all compliance and registration requirements with the FDA on the Abbreviated New Animal Drug Application process (which is the animal equivalent pathway to the human drugs 505(b)(2) pathway).

Our next foray will be validating the gel technology for humans within the pharmaceutical space. Over the next 12-18 months we will be working with a multitude of pharmaceutical APIs that are available in different chemical structures. We will undertake a large amount of sampling and conduct lab-based tests to validate and test each of those products. Some examples of the tests that we will use are as follows:

- Release profile of active ingredient;
- Release times/comparisons;
- Drug load — max load;
- Extraction time frame;
- Viscosity level/viscosity ranges — in centipoise;
- Stability data;
- Bioequivalence study;
- Safety data; and
- PK tests.

These attributes will provide us with a suite of pharmaceutical products, showcasing the flexibility of our gel delivery technology.

With one of these off-patent APIs we are entering into the 505(b)(2) pathway, which has the potential to allow us to add a prescription product to our product portfolio that uses our gel base. This pathway will take an estimated 12 to 15 months, including lab-based testing and a series of clinical trials which are required to complete this process. As a part of our clinical development, animal and human clinical trials will be conducted. The initial clinical trials in Melbourne, Australia are estimated to commence after the Company receive the proceeds the closing of the initial public offering. We have completed dissolution studies as part of the pre-clinical phase and are now in the process of designing the two clinical trials — initially one for animals followed by a human trial, both to showcase bioequivalence of this dosage form and its safety. Concurrently, shelf-life stability testing will be run by an FDA registered and inspected facility.

Material Contracts

There are a number of material contracts that are critical to the business, and initially these can be broken down by manufacturing, regulatory and sales.

Manufacturing Contracts

On August 7, 2021, we and Labixiaoxin (Fujian) Foods Industrial Co., Ltd. ("**LaBi**"), a large-scale Chinese gel manufacturer, entered into an Entrusted Processing Contract (the "LaBi Manufacturing Agreement"). LaBi provides Gelteq with a manufacturing solution for customers that require an ASEAN manufacturer and a lower cost base. LaBi maintains one of the largest snack food market shares in the People's Republic of China, with particular strength coming from their jelly-based foods. LaBi is publicly listed on the Hong Kong Stock Exchange with nearly 1,500 employees, and manufacture more than 300 varieties of snack products which are exported to over 30 countries globally. The LaBi Manufacturing Agreement provides that upon us placing an order with LaBi, LaBi shall receive from us the sum of 70% of the total order amount after LaBi accepts such order and we agree to a proposed delivery date by LaBi. The remaining 30% shall be payable to LaBi before delivery of the order. The term of the agreement began on August 1, 2021 and ended on July 31, 2023, the agreement continues on a month-to-month basis while we and LaBi enter into a new agreement. The LaBi Manufacturing Agreement is terminable if either we or LaBi (i) violate the confidentiality clause of the agreement, (ii) engage in a serious breach of contract, (iii) enters into a bankruptcy or merger procedure or (iv) lose the ability to perform the contract due to deterioration of financial or business conditions. In connection with the LaBi Manufacturing Agreement, we and LaBi entered into a license agreement, dated August 24, 2021, whereby we agreed to license certain intellectual property rights to LaBi, solely for the purpose of executing our manufacturing orders.

On January 31, 2022, we and Wasatch Product Development LLC ("**Wasatch**"), a large-scale U.S based gel manufacturer, entered into a Contract Manufacturing Agreement (the "**Wasatch Manufacturing Agreement**"). Wasatch is responsible for manufacturing and conducting all steps of production and quality control for our nutraceutical and OTC products in North America. Wasatch is a full service, turn-key contract manufacturer specializing in high-end personal care, cosmetic, dental care, OTC, dietary supplement, and food products in bottles, tubes and flexible packaging. Wasatch is wholly owned by a global dietary supplements company which is listed on the NYSE. Wasatch employs over 500 employees and has over 250,000 square feet of manufacturing and warehouse space. Wasatch also runs state-of-the-art clean rooms, batching equipment, packaging lines, and post-fill treatments to provide unprecedented process control and product quality. Wasatch is an FDA registered OTC Manufacturer, cGMP, Medical Device Facility, Cosmetic Manufacturer, Food Facility and ISO 22716 certified. Wasatch is responsible for manufacturing and conducting all steps for production and quality controls of any of our nutraceutical and OTC products in North America. The Wasatch Manufacturing Agreement provides that, upon us placing a purchase order with Wasatch, we shall pay a per unit fee as set forth in the agreement. For each purchase order, Wasatch shall also present Gelteq an invoice for one-half of the total purchase order amount as a non-refundable deposit. The term of the Wasatch Manufacturing agreement began on January 31, 2021 for a period of two years. Unless we or Wasatch provides the other party 180 day written notice to terminate the agreement, at the end of the term, the Wasatch Manufacturing Agreement will automatically renew for a period of one year. Neither party provided the required notice to terminate and the Wasatch Manufacturing Agreement has automatically been extended for a further twelve months. The Wasatch Manufacturing Agreement is terminable if either we or Wasatch (i) provides the other party 3 months written notice to terminate or (ii) commits serious or persistent breaches of any provisions of the agreement.

Regulatory Contracts

On December 5, 2019, we, under our former name MyHypho Pty Ltd, entered into a Master Research Services Agreement (the "**Monash MRSA**") with Monash University's Medicines Manufacturing Innovation Center ("**MMIC**"). MMIC is responsible for testing and validating — sampling, trials and lab tests our product formulations and will assist the business in performing bioequivalence and clinical studies to obtain the relevant formal approvals. In the Monash MRSA, we may engage MMIC to provide research services as described in a statement of work, and MMIC shall receive a yearly fixed-fee, pro-rated as necessary, for each research officer assigned full-time to a statement of work. On May 15, 2021, we and MMIC entered into a Variation Agreement which further extended the term of the Monash MRSA until January 31, 2023 and modified the services rate for research officers. The Company and MMIC have further extended the terms of the Monash MRSA until June 30, 2023. Both parties remain in discussions with a view to enter into a new agreement subsequent to the completion of this offering.

On November 1, 2021, we and Adjutor Healthcare Pty Ltd ("**Adjutor**"), a leading regulatory affairs consulting company, entered into a Master Services Agreement (the "**Adjutor MSA**"), to work toward obtaining all regulatory approvals necessary for the commercialization of our drug based gel product. Adjutor will manage all regulatory activities necessary, including conducting the legal and regulatory review process and carrying out the regulatory filings to obtain marketing approval in the United States. The Adjutor MSA provides that we may retain Adjutor to provide consulting services to be described in a statement of work. The term of the Adjutor MSA commenced on November 1, 2021 and will continue until terminated by either party under the provisions of the agreement. We may terminate the Adjutor MSA, or any statement of work entered under it, by providing 30 days written notice to Adjutor. Further, we or Adjutor may terminate the Adjutor MSA, by written notice to the other party, at anytime (i) the other party commits a breach of the Adjutor MSA and fails to remedy that breach within 10 business days of receiving a notice specifying that breach, (ii) the other party becomes insolvent or (iii) continued association with the other party is reasonably deemed likely to result in reputation damage.

Sales Contracts

On September 6, 2021, we and Sosna & Co, Inc. ("**Sosna**"), an outsourced development company with offices in New York, Toronto, Montreal and Calgary, entered a Consulting Agreement (the "**Sosna Consulting Agreement**"). Sosna has been engaged to represent us across North America for pharmaceutical projects. Sosna will utilize their existing networks to sign up a series of pharma projects for us and also launch nutraceutical partnerships for us. Sosna is a team of life sciences experts with more than 42 years of experience creating strategic partnerships. Sosna's industry connections provide insight on trends and allow them to strategically leverage information on behalf of our clients. Sosna's specialist sales consultants in the pharmaceutical and nutraceutical industries work in life sciences sales and distribution across North America. Sosna has been responsible for generating numerous pharma deals over the past 3 years. The Sosna Consulting Agreement provides that we shall pay Sosna a monthly fee of (i) USD$8,500 per month (unless waived) and (ii) 5% of the aggregate deal value from any secured new business transactions, subject to a maximum success fee of USD$1,000,000. The Sosna Consulting Contract continues on a month-to-month basis from September 6, 2022 unless terminated by 30 days written notice by either us or Sosna.

Customer Contracts

We have entered into separate licensing agreements with seven licensees who are the first to perform a sales trial and sell the products to their respective customers and chosen markets. Each licensing agreement comes with a corresponding order, and to date, we have over one million units ordered as part of these deals. We believe this pipeline will generate a further revenue which would improve our financial posture. We have already delivered part of this pipeline, receiving revenue during the year ended June 30, 2023 and year ended June 30, 2022. The orders (license agreements) are for a range of gel products across the sport and nutraceutical verticals, and are a combination of our existing white label products, along with newly developed private label products. Agreements and orders have also been placed from multiple countries; most notably Australia, the People's Republic of China, and the United States. No regulatory approvals are believed to be required on any of these orders as all have been classified as food-based products with no medical claims being made.

Consulting Contract

On October 15, 2023, we and Ocean Street Partners, Inc. ("**OSP**") entered into a consulting contract (the "**OSP Consulting Contract**") pursuant to which OSP agreed to advise us in connection with the initial public offering in consideration for (i) a cash payment of USD$100,000 upon the closing of the initial public offering by

December 31, 2023 and (ii) 20,000 shares with an issue price of USD$5.00 per share upon the closing of the initial public offering by December 31, 2023 to be issued upon the closing of the initial public offering. The foregoing terms were agreed to by both parties in the June 30, 2023 financial year and the balances have been recognized as liabilities in that reporting period, and the consulting contract was merely the formal documentation required to consolidate this consultancy arrangement. The OSP Consulting Agreement expires on April 15 2024 unless terminated by either party on an earlier date. However, we believe that we do not owe any compensation under the OSP Consulting Contract as the contemplated initial public offering date did not close by December 31, 2023.

On February 13, 2024, we and Arc Group Limited ("**Arc**") entered into a consulting contract pursuant to which Arc agreed to advise us in connection with the initial public offering in consideration for (i) a cash payment of USD$100,000 upon the closing of the initial public offering by June 30, 2024 and (ii) 20,000 shares with an issue price of USD$5.00 per share upon the closing of the initial public offering by June 30, 2024 to be issued upon the closing of the initial public offering.

We have prepared and applied for patents which relate to a diagnostic gel product comprising glucose, and certain multiple-health ingredient gel dosage forms. Our first patent family is comprised of granted U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 which is for an oral glucose tolerance test gel and testing method for diabetes diagnostics, and pending patent applications in the following additional countries or jurisdictions: Canada, the European Patent Office, India and Qatar. U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 all includes composition of matter and method claims. U.S. patent 10,983,132 has an expected expiration date of March 2037, the People's Republic of China patent CN108289963B and Australia patent 2016351301 both have an expected expiration date in November 2036. We are seeking to protect products that employ our gel technology in our second patent family which is directed to certain multiple-health ingredient gel dosage forms which utilize a gel formulation that features agarose and alginate that in certain ratios and pH ranges form gels of specific firmness to deliver two or more health ingredients (including medicines) in a single dosage form. This second patent family is comprised of the granted European Patent Office patent 3809877 and patent pending applications in the following countries: Australia, Brazil, Canada, the Eurasian Patent Organization, Israel, India, Japan, South Korea, Mexico, the People's Republic of China, Saudi Arabia, the United Arab Emirates, the United States, and South Africa. Patent family 2 and future families 3 and 4 (which are in preparation) are also expected to include both composition of matter and use claims. Our vision is to change the way good health is delivered to both humans and animals through our patent pending multiple-health-ingredient gel dosage forms.

We have pending trademark registrations for "Gelteq" in Australia, the United States and several other countries and registered trademarks for "Gelteq" in Japan, the People's Republic of China, South Korea, Thailand, the United Kingdom and several other countries. We also have a registered trademark for the Gelteq logo and "Pet Gels" logo in the United Kingdom, which we expect will both be submitted for approval as registered trademarks in the countries where we have pending and registered trademarks for "Gelteq" referred to in the immediately preceding sentence. We also have pending trademark registrations for a stylized logo of "SportsGel" in Australia, the United States and several other countries.

We continue to work on preparing additional patent applications. Our third patent application addresses challenges with delivering oil-based products in gels, our fourth patent application covers products produced for the nutritional health dysphagia market where swallowing tablets is challenging, and our fifth patent application addresses pharmaceutical formulations with the delivery of a single Active Pharmaceutical Ingredient (API). These applications have been lodged as provisional patents in the United Kingdom in August 2022, December 2022 and May 2023, respectively. We expect to file our sixth and seventh patent families in the fourth quarter of the fiscal year ended June 30, 2024 to further protect the varying APIs that our gel delivery platform can hold. We anticipate to lodge additional patent applications in addition to our sixth and seventh patent families during the fiscal year ended June 30, 2024, as we further increase our intellectual property portfolio as we continue to attain U.S. Food and Drug Administration (FDA) approvals for our gel-based drug dosage forms through the 505(b)(2) pathway.

We will continue to seek to protect our intellectual property through a combination of patents, trademarks, trade secrets, non-disclosure and confidentiality agreements, assignments of invention and other contractual arrangements with our employees, consultants, partners, manufacturers, customers and others. We believe these efforts have the potential to protect various proprietary applications of our gel delivery system from imitation.

The Company acquired the original trade secrets from Nutrigel Pty Ltd and Unit Trust (**NPL**") and Sport Supplements Pty Ltd and Unit Trust ("**SSPL**") via two acquisitions in June 2021, as described in *"Management Discussion and Analysis of Financial Condition and Results of Operations — Acquisition of Nutrigel Pty Ltd and Unit Trust (NPL) and Acquisition of Sport Supplements Pty Ltd and Unit Trust (SSPL)*.

Both NPL and SSPL were early-stage companies that relied heavily on their shareholders, through cash injections and in-kind support, to develop and obtain their develop, test and validate their intellectual property. The shareholders and unitholders of NPL and SSPL used their personal expertise and extensive networks to assist in developing the brands, and conducting the necessary research and testing to create an intellectual property portfolio. NPL and SSPL's intellectual property, which the Company acquired, comprised of recipes, formulations, brands, licenses and marketing materials. NPL and SSPL estimated that the in-kind support, which consisted of travel, time and expertise, to develop the intellectual property was approximately AUD $1,000,000 for SSPL over a 13 month period and AUD $500,000 for NPL over a three year period. In addition, NPL and SSPL paid approximately AUD $150,000 in cash to develop the intellectual property.

Competition

A number of companies in the pharmaceutical market which have novel and innovative drug delivery systems in the pipeline such as transdermal patches, oral films, injection, and chewing gum. Among these companies are Oramed Pharmaceuticals, Inc. (NASDAQ: ORMP), IntelGenx Technologies Corp. (OTCMKTS: IGXT), BioDelivery Sciences International Inc. (NASDAQ: BDSI), Lexaria Bioscience Corp. (NASDAQ: LEXX), Taro Pharmaceuticals Industries Ltd. (NYSE: TARO), Catalent Inc. (NYSE: CTLT), Insulet Corporation (NASDAQ: CTLT), Nutriband Inc. (NASDAQ: NTRB), Virpax Pharmaceuticals Inc. (NASDAQ: VRPX) and Hempfusion Wellness Inc. (TSE: CBD.U). Despite the number of competitors, our gel delivery system is unique within the pharmaceutical space, we are not aware of any companies currently offering drug delivery in a similar gel base as at the date of this prospectus. For our products to receive FDA approval, we will have to demonstrate its efficacy, safety and ease of use provides an attractive alternative to existing delivery mediums, some of which are widely recognized and accepted by physicians and patients. Many of the competitors within the pharmaceutical market have substantially greater financial, technical and human resources than we do. We rely on our intellectual property and the strong partnerships we have with manufacturers and suppliers, to develop and provide superior products that use our gel delivery technology and patent pending multiple-health ingredient gel dosage forms.

The oral drug industry is subject to heavy competition and a rising demand for innovative oral solutions beyond traditional methods such as pills, syrups, capsules, drops, powders and gummies. Our ability to compete is based on a variety of factors, including product efficacy, bioequivalence, safety, patient compliance and ease of use.

Marketing and Sales

Our core marketing strategy is centered around signing up new license partners and distributors. We will actively be searching for new license partners and distributors across different verticals where there is an opportunity to either white label an existing Gelteq formulation, or to create a bespoke private label gel product for a particular market.

We have identified license partners and distributors as the quickest and most lucrative path to commercialization. All licensees already have existing clients with a pre-existing brand presence. By launching a new gel product into an already existing ecosystem, we believe the adoption rate will be higher and faster than creating our own products and launching them into a new market.

To grow our sales, we will use internal sales staff to identify, sell and promote our product to potential licensees. Initially, we may set up sales offices and representation in territories with potential interest in our products, such as the United States, Canada, the People's Republic of China, Hong Kong, Australia, New Zealand, Malaysia or the United Kingdom.

We also plan to further utilize specialist sales consultants in the pharmaceutical and nutraceutical industries to act as referral partners and ongoing business development advisors. They will utilize their existing networks to sign up a series of pharma projects and also launch nutraceutical partnerships. An example of this can be highlighted by our partnership with Sosna. They are responsible for generating numerous pharma deals over the past 6 years and they are now engaged to represent Gelteq across North America for pharmaceutical projects.

A license partner or distributor could have multiple gel products, and thus, in effect, it could become a client for multiple products. We have examples of existing clients who have created multiple gel products with Gelteq, creating a higher overall total transaction value with the client, meaning total fair market value of the transactions with the client.

In addition to the above marketing methods, expects to continue to be present at many conferences, trade shows and summits as it will use these public forums as the foundation to meet with potential new license partners and distributors.

Manufacturing

We rely on and expect to continue to rely on third-party contract manufacturing organizations, or CMOs, for the supply of current good manufacturing practice-grade, or cGMP-grade, clinical trial materials and commercial quantities of our product candidates and products, if approved. We currently do not have any agreements for the commercial

production of raw materials we use. We believe that the manufacturing process for the raw materials we purchase can be transferred to a number of other CMOs for the production of clinical and commercial supplies of our product candidates in the ordinary course of business.

At present, Gelteq products are manufactured by two production facilities: a production facility located in Draper, Utah, that is owned by a US-based comprehensive product development laboratory company, and a factory owned by a Chinese-based food industry company located in Quanzhou, the People's Republic of China.

The US-based comprehensive product development laboratory company employs over 500 employees working on 19 production lines in two facilities with over 250,000 square feet of manufacturing and warehouse space. This company's state-of-the-art clean rooms, batching equipment, packaging lines, and post-fill treatments provide unprecedented process control and product quality.

The Chinese-based food industry company maintains the second largest snack food market share in the People's Republic of China, with particular strength coming from their jelly-based foods. Listed on the Hong Kong Stock Exchange with nearly 1,500 employees, it manufactures more than 300 varieties of snack products which are exported to over 30 countries globally.

Quality Control

We are committed to the highest quality of products that leave our facilities. To that end, we have implemented a rigid quality control system and devote significant attention to quality control procedures at every stage of our process, including spot testing of finished products. Our entire supply processing chain, from sourcing of raw materials to the finished products, is closely monitored to ensure that all products meet the highest level of global hygienic and quality standards. We monitor our manufacturing process closely and conduct performance and reliability testing to ensure our products meet our end-user customer expectations. We spot test and inspect our raw materials to ensure compliance with quality standards. We also evaluate the quality and delivery performance of each supplier periodically and adjust quantity allocations accordingly. We also monitor in-process and outgoing stages of our processes.

We have established control points throughout the entire supply chain from ingredient sourcing to finished goods to ensure compliance with our quality program. We require our contract and owned manufacturing facilities to maintain the same quality standards as those at our facilities and pass our own quality system and ingredient safety inspections. We ensure that all of our ingredients are rigorously tested prior to being approved for use in our products. Testing certifications which confirm that the ingredient meets our specifications as to quality and safety, accompany every shipment. In addition, our food safety and quality program include strict guidelines for incoming ingredients, batching, processing, packaging and finished goods.

Quality Certifications and Accreditations

In a continuous effort to meet various international production and quality manufacturing standards, we only work with parties who have secured certifications and accreditations that prove high quality standards. We utilize high-quality manufacturing standards and apply these to our production and management processes for domestic and foreign markets. We believe that maintaining objectively verifiable quality standards fosters consumer confidence and loyalty, and maximizes customer satisfaction and recognition.

Government Regulations

Our business is subject to extensive government regulation. Regulation by governmental authorities in the United States and other jurisdictions is a significant factor in the development, manufacture and commercialization of our product candidates and in our ongoing research and development activities.

Product Approval Process in the United States

Review and approval of drugs

In the United States, pharmaceutical products are subject to extensive regulation by the FDA. Note that health supplements, such as vitamins and nutraceuticals, are regulated by the FDA as food, not as drugs, and therefore are not subject to clinical trials and other investigations.

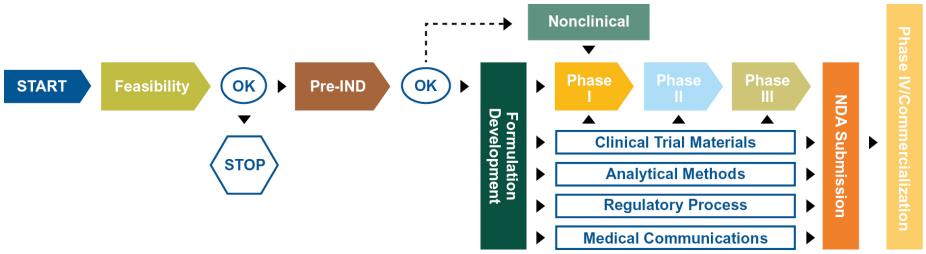
The Federal Food, Drug, and Cosmetic Act (FDCA) and other federal and state statutes and implementing regulations govern, among other things, the research, development, testing, manufacture, storage, recordkeeping, approval, labeling, promotion and marketing, distribution, post-approval monitoring and reporting, sampling, and import and export of products. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval may subject an applicant to a variety of administrative or judicial sanctions and enforcement actions brought by the FDA, the Department of Justice or other governmental entities. Possible sanctions may include the FDA's refusal to approve pending applications, withdrawal of an approval, imposition of a clinical hold, issuance of warning letters or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, restitution, disgorgement and civil or criminal penalties and other federal and state statutes and implementing regulations govern, among other things, the research, development, testing, manufacture, storage, recordkeeping, approval, labeling, promotion and marketing, distribution, post-approval monitoring and reporting, sampling, and import and export of products. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval may subject an applicant to a variety of administrative or judicial sanctions and enforcement actions brought by the FDA, the Department of Justice or other governmental entities. Possible sanctions may include the FDA's refusal to approve pending applications, withdrawal of an approval, imposition of a clinical hold, issuance of warning letters or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, restitution, disgorgement and civil or criminal penalties.

FDA approval of a new drug application is required before any new unapproved drug or dosage form can be marketed in the United States. Section 505 of the FDCA describes three types of new drug applications: (1) an application that contains full reports of investigations of safety and effectiveness (section 505(b)(1)); (2) an application that contains full reports of investigations of safety and effectiveness but where at least some of the information required for approval comes from studies not conducted by or for the applicant and for which the applicant has not obtained a right of reference (section 505(b)(2)); and (3) an application that contains information to show that the proposed product is identical in active ingredient, dosage form, strength, route of administration, labeling, quality, performance characteristics, and intended use, among other things, to a previously approved product (section 505(j)). Section 505(b)(1) and 505(b)(2) new drug applications are referred to as NDAs, and section 505(j) applications are referred to as ANDAs.

In general, the process required by the FDA prior to marketing and distributing a new drug, as opposed to a generic drug subject to section 505(j), in the United States usually involves the following:

- completion of pre-clinical laboratory tests, animal studies and formulation studies in compliance with the FDA's good laboratory practices, or GLP, requirements or other applicable regulations;
- submission to the FDA of an investigational new drug application, or IND, which must become effective before human clinical trials in the United States may begin;
- approval by an independent institutional review board, or IRB, at each clinical site before each trial may be initiated;
- performance of adequate and well-controlled human clinical trials in accordance with good clinical practice, or GCP, requirements to establish the safety and efficacy of the proposed drug for its intended use;
- preparation and submission to the FDA of an NDA;
- satisfactory completion of an FDA advisory committee review, if applicable;
- satisfactory completion of one or more FDA inspections of the manufacturing facility or facilities at which the product or components thereof are produced, to assess compliance with current good manufacturing practices, or cGMPs, and to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity;
- satisfactory completion of FDA audits of clinical trial sites to assure compliance with GCPs and the integrity of the clinical data;
- payment of user fees and FDA review and approval of the NDA; and

- compliance with any post-approval requirements, including the potential requirement to implement a Risk Evaluation and Mitigation Strategy, or REMS, and the potential requirement to conduct post-approval studies.



Preclinical studies

Preclinical studies include laboratory evaluation or product chemistry, formulation and toxicity, as well as animal studies to assess the potential safety and efficacy of the product candidate. Pre-clinical safety tests must be conducted in compliance with the FDA regulations. The results of the preclinical studies, together with manufacturing information and analytical data, are submitted to the FDA as part of an IND which must become effective before clinical trials may commence. Long-term pre-clinical studies, such as animal tests of reproductive toxicity and carcinogenicity, may continue after the IND application is submitted.

Clinical trials

Clinical trials involve the administration of an investigational product to human subjects under the supervision of qualified investigators in accordance with GCP requirements, which include, among other things, the requirement that all research subjects provide their informed consent in writing before their participation in any clinical trial. Clinical trials are conducted under written trial protocols detailing, among other things, the objectives of the trial, the parameters to be used in monitoring safety, and the effectiveness criteria to be evaluated. A protocol for each clinical trial and any subsequent protocol amendments must be submitted to the FDA as part of the IND.

An IND automatically becomes effective 30 days after receipt by the FDA, unless before that time the FDA raises concerns or questions related to a proposed clinical trial and places the trial on clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. In addition, information about certain clinical trials must be submitted within specific timeframes to the National Institutes of Health, or NIH, for public dissemination on the NIH-maintained website, *www.clinicaltrials.gov*.

An IRB representing each institution participating in the clinical trial must review and approve the plan for any clinical trial before it commences at that institution, and the IRB must conduct continuing review at least annually. The IRB must review and approve, among other things, the trial protocol information to be provided to trial subjects. An IRB must operate in compliance with FDA regulations. Information about certain clinical trials must be submitted within specific timeframes to the NIH for public dissemination on the NIH-maintained website, *www.clinicaltrials.gov*.

Clinical trials are typically conducted in three sequential phases, which may overlap or be combined:

- Phase I: The drug is initially introduced into healthy human subjects or patients with the target disease or condition and tested for safety, dosage tolerance, absorption, metabolism, distribution, excretion and, if possible, to gain an early indication of its effectiveness and to determine optimal dosage.
- Phase II: The drug is administered to a limited patient population to identify possible short-term adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage.
- Phase III: The drug is administered to an expanded patient population, generally at geographically dispersed clinical trial sites, in well-controlled clinical trials to generate enough data to statistically evaluate the efficacy and safety of the product for approval, to establish the overall risk-benefit profile of the product, and to provide adequate information for the labeling of the product.

In most cases of an ANDA, the proposed generic drug must be shown to be bioequivalent to the reference listed drug (RLD, or reference product) and in other cases, the bioequivalent study is being conducted in in-vitro and not in clinical trials. The FDCA provides that a generic drug is bioequivalent to the listed drug if: the rate and extent of absorption of the drug do not show a significant difference from the rate and extent of absorption of the listed drug when administered at the same molar dose of the therapeutic ingredient under similar experimental conditions in either a single dose or multiple doses. During bioequivalence studies, an applicant compares the systemic exposure profile of a test drug product to that of the RLD on the target population at the same regimen and exposure period as the RLD where the resulting efficacy outcomes are compared to demonstrate being equivalent.

Submission of an NDA to the FDA

The results of the pre-clinical studies and clinical trials, together with other detailed information, including information on the manufacture, control and composition of the product, are submitted to the FDA as part of an NDA requesting approval to market the product candidate for a proposed indication. Under the Prescription Drug User Fee Act, as amended, applicants are required to pay fees to the FDA for reviewing an NDA. These user fees, as well as the annual fees required for commercial manufacturing establishments and for approved products, can be substantial. The NDA review fee alone can exceed USD$2 million, subject to certain limited deferrals, waivers and reductions that may be available.

The FDA has 60 days from its receipt of an NDA to determine whether the application will be accepted for filing based on the agency's threshold determination that it is sufficiently complete to permit substantive review. The FDA may request additional information rather than accept an NDA for filing. In this event, the NDA must be resubmitted with the additional information and is subject to payment of additional user fees. The resubmitted application is also subject to review before the FDA accepts it for filing. If found complete, the FDA will accept the NDA for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review.

Under the Prescription Drug User Fee Act, the FDA has agreed to certain performance goals in the review of NDAs through a two-tiered classification system, Standard Review and Priority Review. Review. Priority Review designation is given to drugs that offer major advances in treatment, or provide a treatment where no adequate therapy exists. The FDA endeavors to review applications subject to Standard Review within approximately 10 to 12 months of receipt, whereas the FDA's goal is to review Priority Review applications within approximately six to eight months of receipt, depending on whether the drug is a new molecular entity. The FDA, however, may not approve a drug within these established goals, and its review goals are subject to change from time to time.

Before approving an NDA, the FDA inspects the facilities at which the product is manufactured or facilities that are significantly involved in the product development and distribution process, and will not approve the product unless cGMP compliance is satisfactory. Additionally, the FDA will typically inspect one or more clinical sites to assure compliance with GCP requirements. The FDA may also refer applications for novel drug products or drug products which present difficult questions of safety or efficacy to an advisory committee for review, evaluation and recommendation as to whether the application should be approved and under what conditions.

After the FDA evaluates the NDA and the manufacturing facilities, it issues either an approval letter or a complete response letter to indicate that the review cycle for an application is complete and that the application is not ready for approval. A complete response letter generally outlines the deficiencies in the submission and may require substantial additional testing, or information, in order for the FDA to reconsider the application. Even with submission of this additional information, the FDA may ultimately decide that an application does not satisfy the regulatory criteria for approval. If, or when, the deficiencies have been addressed to the FDA's satisfaction in a resubmission of the NDA, the FDA will issue an approval letter. An approval letter authorizes commercial marketing of the drug with specific prescribing information for specific indications.

If a product is approved, the approval will impose limitations on the indicated uses for which the product may be marketed, may require that warning statements be included in the product labeling, may require that additional studies or trials be conducted following approval as a condition of the approval, may impose restrictions and conditions on product distribution, prescribing or dispensing in the form of a risk management plan, or impose other limitations. For example, as a condition of NDA approval, the FDA may require a risk evaluation and mitigation strategy, or REMS, to ensure that the benefits of the drug outweigh the potential risks. If the FDA determines a REMS is necessary during review of the application, the drug sponsor must agree to the REMS plan at the time of approval. A REMS may be required to include various elements, such as a medication guide or patient package insert, a communication plan

to educate healthcare providers of the drug's risks, limitations on who may prescribe or dispense the drug, or other elements to assure safe use, such as special training or certification for prescribing or dispensing, dispensing only under certain circumstances, special monitoring and the use of patient registries. In addition, the REMS must include a timetable to periodically assess the strategy. The requirement for a REMS can materially affect the potential market and profitability of a drug.

Further changes to some of the conditions established in an approved application, including changes in indications, labeling, or manufacturing processes or facilities, require submission and FDA approval of a new NDA or NDA supplement before the change can be implemented, which may require us to develop additional data or conduct additional pre-clinical studies and clinical trials. An NDA supplement for a new indication typically requires clinical data similar to that in the original application, and the FDA uses the similar procedures in reviewing NDA supplements as it does in reviewing NDAs.

Post-Approval Requirements

Any drug products for which we receive FDA approval will be subject to continuing regulation by the FDA. Certain requirements include, among other things, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information on an annual basis or more frequently for specific events, product sampling and distribution requirements, complying with certain electronic records and signature requirements and complying with FDA promotion and advertising requirements. These promotion and advertising requirements include standards for direct-to-consumer advertising, prohibitions against promoting drugs for uses or patient populations that are not described in the drug's approved labeling, known as "off-label use," and other promotional activities, such as those considered to be false or misleading. Failure to comply with FDA requirements can have negative consequences, including the immediate discontinuation of non-complying materials, adverse publicity, enforcement letters from the FDA, mandated corrective advertising or communications with doctors, and civil or criminal penalties. Such enforcement may also lead to scrutiny and enforcement by other government and regulatory bodies.

Although physicians may prescribe legally available drugs for offlabel uses, manufacturers may not encourage, market or promote such off-label uses. As a result, "off-label promotion" has formed the basis for litigation under the Federal False Claims Act, violations of which are subject to significant civil fines and penalties. In addition, manufacturers of prescription products are required to disclose annually to the Center for Medicaid and Medicare any payments made to physicians in the United States under the Sunshine Act of 2012. These payments could be in cash or kind, could be for any reason, and are required to be disclosed even if the payments are not related to the approved product. A failure to fully disclose or not report in time could lead to penalties of up to USD$1 million per year.

The manufacturing of any of our product candidates will be required to comply with applicable FDA manufacturing requirements contained in the FDA's cGMP regulations. The FDA's cGMP regulations require, among other things, quality control and quality assurance, as well as the corresponding maintenance of comprehensive records and documentation. Drug manufacturers and other entities involved in the manufacture and distribution of approved drugs are also required to register their establishments and list any products they make with the FDA and to comply with related requirements in certain states. Changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP requirements and impose reporting and documentation requirements upon the sponsor and any third-party manufacturers that the sponsor may decide to use. These entities are further subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMP and other laws. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain cGMP compliance.

Discovery of problems with a product after approval may result in serious and extensive restrictions on a product, manufacturer or holder of an approved NDA, as well as lead to potential market disruptions. These restrictions may include recalls, suspension of a product until the FDA is assured that quality standards can be met, and continuing oversight of manufacturing by the FDA under a "consent decree," which frequently includes the imposition of costs and continuing inspections over a period of many years, as well as possible withdrawal of the product from the market. In addition, changes to the manufacturing process generally require prior FDA approval before being implemented. Other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval. There also are continuing, annual user fee requirements for any marketed products and the establishments at which such products are manufactured, as well as new application fees for supplemental applications with clinical data.

The FDA also may require post-marketing testing, or Phase IV testing, as well as risk minimization action plans and surveillance to monitor the effects of an approved product or place conditions on an approval that could otherwise restrict the distribution or use of our product candidates.

Once approval is granted, the FDA may withdraw the approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in mandatory revisions to the approved labeling to add new safety information; imposition of post-market studies or clinical trials to assess new safety risks; or imposition of distribution or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical trials;
- refusal of the FDA to approve pending NDAs or supplements to approved NDAs, or suspension or revocation of product approvals;
- product seizure or detention, or refusal to permit the import or export of products; or
- injunctions or the imposition of civil or criminal penalties.

Pediatric trials and exclusivity

Even when not pursuing a pediatric indication, under the Pediatric Research Equity Act of 2003, an NDA or supplement thereto must contain data that is adequate to assess the safety and effectiveness of the drug product for the claimed indications in all relevant pediatric subpopulations, and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. With the enactment of the Food and Drug Administration Safety and Innovation Act, or the FDASIA, in 2012, sponsors must also submit pediatric trial plans prior to the assessment data. Those plans must contain an outline of the proposed pediatric trials the applicant plans to conduct, including trial objectives and design, any deferral or waiver requests, and other information required by regulation. The applicant, the FDA, and the FDA's internal review committee must then review the information submitted, consult with each other, and agree upon a final plan. The FDA or the applicant may request an amendment to the plan at any time.

The FDA may, on its own initiative or at the request of the applicant, grant deferrals for submission of some or all pediatric data until after approval of the product for use in adults, or full or partial waivers from the pediatric data requirements. Additional requirements and procedures relating to deferral requests and requests for extension of deferrals are contained in the FDASIA.

Separately, in the event the FDA makes a written request for pediatric data relating to a drug product, an NDA sponsor who submits such data may be entitled to pediatric exclusivity. Pediatric exclusivity is another type of non-patent marketing exclusivity in the United States and, if granted, provides for the attachment of an additional six months of marketing protection to the term of any existing exclusivity.

The Hatch-Waxman Amendments

ANDA Approval Process

The Drug Price Competition and Patent Term Restoration Act of 1984 (also known as the Hatch-Waxman Amendments), established abbreviated FDA approval procedures for drugs that are shown to be equivalent to proprietary drugs previously approved by the FDA through its NDA process. Approval to market and distribute these drugs is obtained by submitting an ANDA with the FDA. An ANDA is a comprehensive submission that contains, among other things, data and information pertaining to the active pharmaceutical ingredient, drug product formulation, specifications and stability of the generic drug, as well as analytical methods, manufacturing process validation data, and quality control procedures. Premarket applications for generic drugs are termed abbreviated because they generally do not include pre-clinical and clinical data to demonstrate safety and effectiveness. Instead, a generic applicant must demonstrate that its product is bioequivalent to the innovator drug. In certain situations, an applicant may obtain ANDA approval

of a generic product with a strength or dosage form that differs from a referenced innovator drug pursuant to the filing and approval of an ANDA Suitability Petition. The FDA will approve the generic product as suitable for an ANDA application if it finds that the generic product does not raise new questions of safety and effectiveness as compared to the innovator product. A product is not eligible for ANDA approval if the FDA determines that it is not bioequivalent to the referenced innovator drug, if it is intended for a different use, or if it is not subject to an approved Suitability Petition. However, such a product might be approved under an NDA, with supportive data from clinical trials.

505(b)(2) NDAs

Section 505(b)(2) was enacted as part of the Hatch-Waxman Amendment, and permits the filing of an NDA where at least some of the information required for approval comes from studies or trials not conducted by or for the applicant and for which the applicant has not obtained a right of reference. As an alternative path to FDA approval for modifications to formulations or uses of products previously approved by the FDA, an applicant may submit an NDA under Section 505(b)(2) of the FDCA. If the 505(b)(2) applicant can establish that reliance on the FDA's previous findings of safety and effectiveness is scientifically appropriate, it may eliminate the need to conduct certain pre-clinical studies or clinical trials for the new product. The FDA may also require companies to perform additional studies or measurements, including clinical trials, to support the change from the approved branded reference drug. The FDA may then approve the new product candidate for all, or some, of the labeled indications for which the branded reference drug has been approved, as well as for any new indication sought by the 505(b)(2) applicant.

Orange Book Listing

In seeking approval for a drug through an NDA, including a 505(b)(2) NDA, applicants are required to list with the FDA certain patents whose claims cover the applicant's product. Upon approval of an NDA, each of the patents listed in the application for the drug is then published in the FDA's Publication of Approved Drug Products with Therapeutic Equivalence Evaluations, commonly known as the "Orange Book." Any applicant who submits an ANDA seeking approval of a generic equivalent of a drug listed in the Orange Book or a Section 505(b)(2) NDA referencing a drug listed in the Orange Book must certify to the FDA that (1) no patent information on the drug product that is the subject of the application has been submitted to the FDA; (2) such patent has expired; (3) the date on which such patent expires; or (4) such patent is invalid or will not be infringed upon by the manufacture, use, or sale of the drug product for which the application is submitted. This last certification is known as a Paragraph IV certification. The applicant may also elect to submit a "section viii" statement certifying that its proposed label does not contain (or carves out) any language regarding the patented method-of-use rather than certify to a listed method-of-use patent.

If the applicant does not challenge one or more listed patents through a Paragraph IV certification, the FDA will not approve the ANDA or Section 505(b)(2) NDA until all the listed patents claiming the referenced product have expired. Further, the FDA will also not approve, as applicable, an ANDA or Section 505(b)(2) NDA until any non-patent exclusivity, as described in greater detail below, has expired.

If the ANDA or Section 505(b)(2) NDA applicant has provided a Paragraph IV certification to the FDA, the applicant must also send notice of the Paragraph IV certification to the owner of the referenced NDA for the previously approved product and relevant patent holders within 20 days after the ANDA or Section 505(b)(2) NDA has been accepted for filing by the FDA. The NDA and patent holders may then initiate a patent infringement suit against the ANDA or Section 505(b)(2) applicant. Under the FDCA, the filing of a patent infringement lawsuit within 45 days of receipt of the notification regarding a Paragraph IV certification automatically prevents the FDA from approving the ANDA or Section 505(b)(2) NDA until the earliest to occur of 30 months beginning on the date the patent holder receives notice, expiration of the patent, settlement of the lawsuit, or until a court deems the patent unenforceable, invalid or not infringed. Even if a patent infringement claim is not brought within the 45-day period, a patent infringement claim may be brought under traditional patent law, but it does not invoke the 30-month stay.

Moreover, in cases where an ANDA or Section 505(b)(2) application containing a Paragraph IV certification is submitted after the fourth year of a previously approved drug's five-year NCE exclusivity period, as described more fully below, and the patent holder brings suit within 45 days of notice of the Paragraph IV certification, the 30-month period is automatically extended to prevent approval of the Section 505(b)(2) application until the date that is seven and one-half years after approval of the previously approved reference product that has the five-year NCE exclusivity. The court also has the ability to shorten or lengthen either the 30month or the seven and one-half year period if either party is found not to be reasonably cooperating in expediting the litigation.

Notwithstanding the approval of many products by the FDA pursuant to Section 505(b)(2), over the last few years, some pharmaceutical companies and others have objected to the FDA's interpretation of Section 505(b)(2). In addition to patent exclusivity, the holder of the NDA for the listed drug may be entitled to a period of non-patent exclusivity, during which the FDA cannot approve an ANDA or 505(b)(2) application that relies on the listed drug. For example, a pharmaceutical manufacturer may obtain five years of non-patent exclusivity upon NDA approval of a new chemical entity, or NCE, which is a drug that contains an active moiety that has not been approved by FDA in any other NDA. An "active moiety" is defined as the molecule or ion responsible for the drug substance's physiological or pharmacologic action. During the five year exclusivity period, the FDA cannot accept for filing any ANDA seeking approval of a generic version of that drug or any 505(b)(2) NDA for the same active moiety and that relies on the FDA's findings regarding that drug, except that FDA may accept an application for filing after four years if the follow-on applicant makes a paragraph IV certification.

Another form of non-patent exclusivity is clinical investigation exclusivity. A drug, including one approved under Section 505(b)(2), may obtain a three-year period of exclusivity for a particular condition of approval, or change to a marketed product, such as a new formulation for a previously approved product, if one or more new clinical trials (other than bioavailability or bioequivalence studies) was essential to the approval of the application and was conducted/sponsored by the applicant. Should this occur, the FDA would be precluded from approving any ANDA or 505(b)(2) application for the protected modification until after that three-year exclusivity period has run. However, unlike NCE exclusivity, the FDA can accept an application and begin the review process during the exclusivity period.

Patent Term Restoration and Extension

A patent claiming a new drug product may be eligible for a limited patent term extension under the Hatch-Waxman Act, or PTE, which permits an extended patent term of up to five years for the developed pharmaceutical to compensate for patent term lost during product development and the FDA regulatory review. The PTE period granted is typically one-half the time between the effective date of an IND and the submission date of an NDA, plus the time between the submission date of an NDA and the ultimate approval date. However, the PTE cannot be used to extend the remaining term of a patent past a total of 14 years from the product's approval date. Only one patent applicable to an approved drug product is eligible for the extension, and the application for the extension must be submitted prior to the expiration of the patent in question. A patent that covers multiple drugs for which approval is sought can only be extended in connection with one of the approvals. The U.S. Patent and Trademark Office reviews and approves the PTE application in consultation with the FDA.

Review and Approval of Drug Products Outside the United States

In addition to regulations in the United States, if we target non-U.S. markets, we will be subject to a variety of foreign regulations governing manufacturing, clinical trials, commercial sales and distribution of our future product candidates. Whether or not we obtain FDA approval for a product candidate, we must obtain approval of the product by the comparable regulatory authorities of foreign countries before commencing clinical trials or marketing in those countries. The approval process varies from country to country, and the time may be longer or shorter than that required for FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country.

Under European Union regulatory systems, marketing authorizations may be submitted either under a centralized, decentralized or mutual recognition procedure. The centralized procedure provides for the grant of a single marketing authorization that is valid for all European Union member states. The decentralized procedure includes selecting one "reference member state," or RMS, and submitting to more than one member state at the same time. The RMS National Competent Authority conducts a detailed review and prepares an assessment report, to which concerned member states provide comment. The mutual recognition procedure provides for mutual recognition of national approval decisions. Under this procedure, the holder of a national marketing authorization may submit an application to the remaining member states post-initial approval. Within 90 days of receiving the applications and assessment report, each member state must decide whether to recognize the approval.

Pharmaceutical Coverage, Pricing and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any product candidates for which we obtain regulatory approval. In the United States and other markets, sales of any product candidates for which we receive regulatory approval for commercial sale will depend in part on the availability of coverage and reimbursement from

third-party payors. Third-party payors include government health administrative authorities, managed care providers, private health insurers and other organizations. The process for determining whether a payor will provide coverage for a drug product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the drug product. Third-party payors may limit coverage to specific drug products on an approved list, or formulary, which might not include all of the FDA-approved drug products for a particular indication.

Third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of VERED and TWIN, in addition to the costs required to obtain the FDA approvals. For example, VERED and TWIN may not be considered medically necessary or cost-effective. A payor's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

In March 2010, the President of the United States signed the Affordable Care Act, one of the most significant healthcare reform measures in decades. The Affordable Care Act substantially changed the way healthcare is financed by both governmental and private insurers, and significantly impacted the pharmaceutical industry. The comprehensive USD$940 billion dollar overhaul ultimately extended coverage to approximately 31 million previously uninsured Americans. The Affordable Care Act contained a number of provisions, including those governing enrollment in federal healthcare programs, reimbursement changes and fraud and abuse, which impacted existing government healthcare programs and will result in the development of new programs, including Medicare payment for performance initiatives and improvements to the physician quality reporting system and feedback program. Additionally, the Affordable Care Act: increased the minimum level of rebates payable by manufacturers of brand-name drugs from 15.1% to 23.1%; and imposed a non-deductible annual fee on pharmaceutical manufacturers or importers who sell "branded prescription drugs" to specific federal government programs. Since its enactment, there have been judicial and Congressional challenges to certain aspects of the Affordable Care Act. In 2017, the Tax Cuts and Jobs Act was enacted, which, among other things, removes penalties for not complying with the Affordable Care Act's individual mandate to carry health insurance. It is uncertain the extent to which any such changes may impact our business or financial condition.

In addition, other legislative changes have been proposed and adopted since the Affordable Care Act was enacted. In August 2011, the President signed into law the Budget Control Act of 2011, which, among other things, created the Joint Select Committee on Deficit Reduction to recommend to Congress proposals in spending reductions. Additionally, in January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. Recently there has also been heightened governmental scrutiny over the manner in which manufacturers set prices for their marketed products, which has resulted in several Congressional inquiries and proposed bills designed to, among other things, reform government program reimbursement methodologies. Individual states in the United States have also become increasingly active in passing legislation and implementing regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. We expect that additional state and federal healthcare initiatives will be adopted in the future, any of which could impact the coverage and reimbursement for drugs, including our product candidates, if approved.

In the European Union, pricing and reimbursement schemes vary widely from country to country. Some countries provide that drug products may be marketed only after a reimbursement price has been agreed. Some countries may require the completion of additional studies or trials that compare the cost-effectiveness of a particular product candidate to currently available therapies. For example, the European Union provides options for its member states to restrict the range of drug products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. European Union member states may approve a specific price for a drug product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the drug product on the market. Other member states allow companies to fix their own prices for drug products, but monitor and control company profits. The downward pressure on health care costs in general, particularly prescription drugs, has become intense. As a result, there are increasingly high barriers to entry for new products. In addition, in some countries, cross-border imports from low-priced markets exert competitive pressure that may reduce pricing within a country. Any country that has price controls or reimbursement limitations for drug products may not allow favorable reimbursement and pricing arrangements.

Healthcare Laws and Regulations

Our current and future business operations may be subject to additional healthcare regulation and enforcement by the federal government and by authorities in the states and foreign jurisdictions in which we conduct our business. Such laws include, without limitation, state and federal anti-kickback, fraud and abuse, false claims, privacy and security, price reporting and physician sunshine laws. Some of our pre-commercial activities are subject to some of these laws.

The federal Anti-Kickback Statute makes it illegal for any person or entity, including a prescription drug manufacturer or a party acting on its behalf to knowingly and willfully, directly or indirectly solicit, receive, offer, or pay any remuneration that is intended to induce the referral of business, including the purchase, order, lease of any good, facility, item or service for which payment may be made under a federal healthcare program, such as Medicare or Medicaid. The term "remuneration" has been broadly interpreted to include anything of value. The Anti-Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on one hand and prescribers, purchasers, formulary managers, and beneficiaries on the other. Although there are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution, the exceptions and safe harbors are drawn narrowly. Practices that involve remuneration that may be alleged to be intended to induce prescribing, purchases or recommendations may be subject to scrutiny if they do not qualify for an exception or safe harbor. Failure to meet all of the requirements of a particular applicable statutory exception or regulatory safe harbor does not make the conduct per se illegal under the Anti-Kickback Statute. Instead, the legality of the arrangement will be evaluated on a case-by-case basis based on a cumulative review of all its facts and circumstances. Several courts have interpreted the statute's intent requirement to mean that if any one purpose of an arrangement involving remuneration is to induce referrals of federal healthcare covered business, the Anti-Kickback Statute has been violated. In addition, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. Violations of this law are punishable by up to five years in prison, and can also result in criminal fines, civil money penalties and exclusion from participation in federal healthcare programs. Moreover, a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act.

The federal civil False Claims Act prohibits, among other things, any person or entity from knowingly presenting, or causing to be presented, for payment to, or approval by, federal programs, including Medicare and Medicaid, claims for items or services, including drugs, that are false or fraudulent or not provided as claimed. Persons and entities can be held liable under these laws if they are deemed to "cause" the submission of false or fraudulent claims by, for example, providing inaccurate billing or coding information to customers or promoting a product off-label. In addition, our future activities relating to the reporting of wholesaler or estimated retail prices for our product candidates, the reporting of prices used to calculate Medicaid rebate information and other information affecting federal, state and third-party reimbursement for our product candidates, and the sale and marketing of our product candidates, are subject to scrutiny under this law. Penalties for federal civil False Claims Act violations may include up to three times the actual damages sustained by the government, plus mandatory civil penalties for each separate false claim, the potential for exclusion from participation in federal healthcare programs, and, although the federal False Claims Act is a civil statute, False Claims Act violations may also implicate various federal criminal statutes.

HIPAA created new federal criminal statutes that prohibit among other actions, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payors, knowingly and willfully embezzling or stealing from a healthcare benefit program, willfully obstructing a criminal investigation of a healthcare offense, and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Like the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation.

The civil monetary penalties statute imposes penalties against any person or entity that, among other things, is determined to have presented or caused to be presented a claim to a federal health program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent.

Also, many states have similar fraud and abuse statutes or regulations that may be broader in scope and may apply regardless of payor, in addition to items and services reimbursed under Medicaid and other state programs. Additionally, to the extent that any of our product candidates are sold in a foreign country, we may be subject to similar foreign laws.

HIPAA, as amended by HITECH, and their implementing regulations, including the final omnibus rule published on January 25, 2013, mandates, among other things, the adoption of uniform standards for the electronic exchange of information in common healthcare transactions, as well as standards relating to the privacy and security of individually identifiable health information, which require the adoption of administrative, physical and technical safeguards to protect such information. Among other things, HITECH makes HIPAA's security standards directly applicable to business associates, defined as independent contractors or agents of covered entities that create, receive or obtain protected health information in connection with providing a service for or on behalf of a covered entity. HITECH also increased the civil and criminal penalties that may be imposed against covered entities and business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorney's fees and costs associated with pursuing federal civil actions. In addition, certain state laws govern the privacy and security of health information in certain circumstances, some of which are more stringent than HIPAA and many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts. Failure to comply with these laws, where applicable, can result in the imposition of significant civil and/or criminal penalties.

The Affordable Care Act imposed, among other things, new annual reporting requirements for covered manufacturers for certain payments and other transfers of value provided to physicians and teaching hospitals, as well as certain ownership and investment interests held by physicians and their immediate family members. Failure to submit timely, accurately and completely the required information for all payments, transfers of value and ownership or investment interests may result in civil monetary penalties. Certain states also mandate implementation of compliance programs, impose restrictions on drug manufacturer marketing practices, require reporting of marketing expenditures and pricing information and/or require the tracking and reporting of gifts, compensation and other remuneration to physicians.

Because we intend to commercialize products that could be covered by a federal healthcare program and other governmental healthcare programs, we intend to develop a comprehensive compliance program that establishes internal controls to facilitate adherence to the rules and program requirements to which we will or may become subject. Although the development and implementation of compliance programs designed to establish internal controls and facilitate compliance can mitigate the risk of investigation, prosecution, and penalties assessed for violations of these laws, the risks cannot be entirely eliminated.

If our operations are found to be in violation of any of such laws or any other governmental regulations that apply to us, we may be subject to penalties, including, without limitation, administrative, civil and criminal penalties, damages, fines, disgorgement, contractual damages, reputational harm, diminished profits and future earnings, the curtailment or restructuring of our operations, exclusion from participation in federal and state healthcare programs and individual imprisonment, any of which could adversely affect our ability to operate our business and our financial results.

Our Challenges

We face challenges, risks and uncertainties in realizing our business objectives and executing our strategies, including:

- we are a growth-stage company with a history of losses, and we expect to incur significant expenses and continuing losses for the near-term;
- we have experienced growth and expect to invest in growth for the foreseeable future. If we fail to manage our growth effectively, our business, operating results and financial condition could be adversely affected;
- we currently face competition from a number of companies and expect to face significant competition in the future in our market;
- if we are unable to protect our intellectual property rights, our business, competitive position, financial condition and results of operations could be materially and adversely affected;
- non-compliance with requirements imposed by government patent agencies in jurisdictions where we have patent protection could reduce or eliminate our patent protection;
- intellectual property rights do not necessarily address all potential threats;
- we face risks related to health pandemics, including the ongoing COVID-19 pandemic, which could have a material adverse effect on our business and results of operations;

- we are expanding our operations internationally, which will expose us to additional tax, compliance, market and other risks;
- we will incur increased expenses and administrative burdens as an Australian public company treated as a public company in the United States, which could have an adverse effect on our business, financial condition and results of operations;
- we may be adversely affected by foreign currency fluctuations;
- any failure to comply with anticorruption and anti-money laundering laws, including the FCPA and similar laws associated with activities outside of the United States, could subject us to penalties and other adverse consequences;
- we could be adversely impacted if we fail to comply with U.S. and international import and export laws; and
- any failure to comply with laws relating to labor and employment could subject us to penalties and other adverse consequences.

Please see "*Risk Factors*" and other information included in this prospectus for a discussion of these and other risks and uncertainties that we face.

Employees

As of June 30, 2023, we had seven full-time employees, one part-time employee and twelve consultants covering the following functions: sales, operations and marketing (7), finance and legal (5), manufacturing and R&D (5) and regulatory and intellectual property (3).

Our full and part-time employees and consultants are situated across Australia (14), the United States (4) and the United Kingdom (2).

We have entered into employment contracts with all of our full-time employees and consulting agreements with all of our part time staff and consultants. In addition to salaries and benefits, we have provided performance-based incentives for some of our full-time employees to create an incentive for them to remain as full-time employees.

Facilities

Our headquarters is located at 639-641 Glenhuntly Rd, Caulfield, VIC 3162, Australia, with approximately 2,000 square feet of space. On October 30, 2021, we entered into a sub-lease agreement with Lifestyle Breakthrough Holding U/T ("**Lifestyle**") for our office space which makes up half of the 4,000 square feet building. Under the current sub-lease, we pay rent of AUD$3,000 per month (excluding variable outgoings). The lease expired on November 1, 2023 and the Company is continuing the former lease terms on a month to month basis with Lifestyle in anticipation of finalizing a new lease with Lifestyle by March 31, 2024.

In addition, on February 2, 2024, we and Monash University in Melbourne ("**Monash**") entered into an agreement for the rental of additional laboratory facilities to undertake further research and development activities. The facility arrangement would also allow us to better engage with Monash staff, student and graduates for our verticals. Under the agreement, in consideration of AUD$10,644.75 per month, Monash shall provide 63 square meters of laboratory space and scientific equipment contained therein to conduct further research. The agreement has a term of February 5, 2024 until February 2, 2025.

Legal Proceedings

From time to time, we are involved in litigation or other legal proceedings incidental to our business. We are not currently a party to any litigation the outcome of which, if determined adversely to us, would individually or in the aggregate be reasonably expected to have a material adverse effect on our business, operating results, cash flows or financial condition.

DIRECTORS, SENIOR MANAGEMENT AND KEY EMPLOYEES

Set forth below is information concerning our directors and executive officers.

Name	Age	Position(s)
Simon H. Szewach	44	Executive Chairman (Board Member)
Nathan J. Givoni	40	Chief Executive Officer and Director (Board Member)
Anthony W. Panther	61	Chief Financial Officer
Prof. David Morton	60	Independent Director (Board Member)
Jeffrey W. Olyniec	49	Independent Director (Board Member)
Hon. Philip A. Dalidakis	48	Independent Director (Board Member)

Management

Simon H. Szewach

Simon H. Szewach is one of our co-founders and has been our Executive Chairman of the Board of Directors of the Company since August 2021. He has extensive experience in commercial sales and marketing of new products trends in the finance, technology and sport sectors. His responsibilities to the Company include oversight of (i) our strategic partnerships and alliances, (ii) our marketing activities and strategy, (iii) IR and M&A activity, and (iv) our company strategy — in particular sales, marketing and finance. His prior work experience in sales, marketing and technology includes serving as a managing partner of The Legats Group, a Melbourne-based company that invests in leading-edge start-ups with strong competitive advantages through innovative technologies and intellectual property, from November 2016 to present. Prior to that, Mr. Szewach served as the co-founder and managing director of nTouch Pty Ltd, a proximity-based marketing platform, from 2013 to 2015. In 2015, YPB group Ltd (ASX:YPB), a brand protection company, acquired nTouch Pty Ltd, and Mr. Szewach then served as President of Consumer Engagement at YPB Group Ltd from 2015 to 2017. He was the co-founder and chief executive officer of StartHere.com.au, an incentive-based shopping platform, from 2012 to 2015. Mr. Szewach is also the co-founder and a member of the board of directors of the Sports Diplomacy Alliance, founded in September 2021, and is also on the board of directors of ReviverMx Inc, from January 2017 to present, Global Reviews Holding Pty Ltd, from June 2012 to present, and Waratek Inc. from February 2018 to present.

Mr. Szewach received both his Bachelor of Business in Banking & Finance and a Bachelor of Arts in Asian Studies (Korean) respectively from Monash University in 2003. We believe that Mr. Szewach's extensive knowledge of our Company as founder and his experience in executive roles across multiple start-ups qualifies him to serve on our Board.

Nathan J. Givoni

Nathan J. Givoni is one of our co-founders, our Chief Executive Officer and a Director of the Company since inception. Mr. Givoni is a health professional with over 15 years of experience in the health and medical fields. His responsibilities to the Company include oversight of (i) the day-to-day operation of our business, (ii) day-to-day science and formulations of new and existing product, (iii) manufacturing and supply chain of our business, (iv) all intellectual property matters relating to our business and (v) the suppliers to our business. He is the founder and Managing Director of Lifestyle Breakthrough Pty Ltd, a medical and allied health consulting service with locations across Australia, from July 2011 to present. Mr. Givoni is also the Science and Nutrition Expert at The Legats Group from March 2019 to present and the founder of the Metabolic Health Foundation, founded in Australia in March 2022 to present.

Mr. Givoni received a Bachelor of Science in Physiology & Psychology in 2006, a Bachelor of Science in Physiology (First Class Honors) in 2007 and a Bachelor of Nutrition and Dietetics in 2009 respectively from Monash University. He worked as an adjunct lecturer at Monash University from 2014 to 2017, publishing multiple papers post his undergraduate degree. He has trained and worked as both a dietitian and exercise physiologist, bringing clinical knowledge to our business. We believe that Mr. Givoni's extensive background as a health professional and his academic knowledge related to nutritional sciences qualifies him to serve on our Board.

Anthony W. Panther

Anthony W. Panther has been the Chief Financial Officer of the Company since February 2024. Mr. Panther is concurrently employed as a Senior Manager at Vistra, since March 2018, a global professional services firm. At Vistra, Mr. Panther provides CFO and Company Secretary services to a portfolio of ASX listed companies in the technology, medical services and mineral exploration sectors. Prior to this role, Mr. Panther was Chief Financial Officer at Jayex Technology Limited (ASX:JTL) from August 2016 to March 2018, Senior Manager at Leydin Freyer Corporate from February 2015 to August 2016, Chief Financial Officer at CleanTeq Holdings Limited (ASX:CLQ) from January 2013 to February 2015 and Chief Financial Officer and Company Secretary at General Biosystems (ASX:GBI) from November 2009 to December 2012. Prior to November 2009, Mr. Panther held various financial management, compliance, internal audit and company secretarial roles in companies across various industries, including Cogstate Ltd (ASX:CGS), OFM Investment Group (ASX:OFM) and Retail Energy Market Company Limited, and held external auditor roles with KPMG Peat Marwick and Hughes Fincher.

Mr. Panther qualified as a Chartered Accountant in 1988 and received a dual Bachelor of Economics and Bachelor of Laws from Monash University in 1985 and a Graduate Diploma in Applied Corporate Governance from the Governance Institute of Australia in 2008.

Independent Directors

The following noteworthy experience, qualifications, attributes and skills for each of our independent directors, together with the biographical information for each independent director described below, led to our conclusion that such persons should serve as our independent directors in light of our business and structure:

Prof. David Morton

Professor David Morton has been an Independent Director of the Company since February 2023. He has over thirty years of experience in the disciplines of materials and chemical analysis, the design and manufacture of drug delivery systems, and pharmaceutical product development. Professor Morton is currently the Director of Work Integrated Learning at Deakin University, which aims to foster and commercialize scientific collaborations between Academic, Government and Business sectors.

Professor Morton originally developed his materials science expertise in UK at AEA Technology, leading national studies into hazardous radioactive aerosol containment issues. He was a founding member of the drug delivery company Vectura Group plc, where he led the development of Vectura's inhalation technology platforms and products including devising the PowderHale® formulation technologies used extensively in products including Novartis BreezeHaler®, Chiesi NEXThaler® and GSK Ellipta® medicines. He was a co-inventor of inhaled glycopyrrolate, a leading treatment for Chronic Obstructive Pulmonary Disease. He was also the co-chair of the "Drug Delivery to the Lungs" conference series for over 10 years.

Professor Morton is co-inventor of the Monash Oxytocin dry powder inhaler technology, recognized with the 2013 Australian Innovation of the Year award. He led the creation of The CoI2, a partnership with GlaxoSmithKline (GSK) in advanced manufacturing and pharma training, with awards including the B-HERT Outstanding Collaboration in Australia and Best Australian R&D Collaboration. He has worked extensively with sterile liquid products manufactured by GSK, and in 2016, he guided the evolution of CoI2 into the Medicines Manufacturing Innovation Centre at Monash University.

Professor Morton is currently a director at Locksiccar Consulting Pty Ltd, beginning from 2015, and a director of Nano4M Ltd since 2008.

Professor Morton received his Bachelor of Science in 1986, and a PhD in Chemistry in 1990 from Bristol University, UK. We believe that Professor Morton's academic tenure and his broad understanding and experience in drug delivery development through to commercialization qualifies him to serve on our Board.

Jeffrey W. Olyniec

Jeffrey W. Olyniec has been an independent director on our board of directors since August 2021. He has over twenty years of work experience in the People's Republic of China, where he formed and has led multiple companies. He is the co-founder and Chief Executive Officer of New Vision Display Inc from October 2012, a manufacturer of custom display and touch solutions (SZSE: 300120); the co-founder and a member of the board of directors of PacificPine Sports Limited from August 2012, a China-based sports academy group; the co-founder and Executive Chairman of GP87, Inc. from February 2014, a manufacturer of snowboards, skis, surfboards and foil boards; the co-founder and Deputy Chairman of Nine Rivers Distillery Ltd. from December 2018, a distillery in Fujian Province, China; and the Executive Chair of ReviverMx, Inc. from December 2019, a digital license plate company.

Mr. Olyniec received a Bachelor of Business Administration from Mississippi State University in 1998 and speaks fluent Mandarin Chinese. We believe that Mr. Olyniec's background as a founder of various start-ups and his current management positions in small and medium sized enterprises qualifies him to serve on our Board.

Hon. Philip A. Dalidakis

The Hon. Philip Dalidakis has been an independent director on our board of directors since April 2022. He is a political, business and industry leader in Australia with experience in federal and state government and had held executive corporate roles at businesses in Australia. He is currently the managing partner of Orizontas from July 2020, a boutique corporate advisory consultancy based in Sydney, Australia that solves business challenges through strategic advice and deep expertise in political, market, reputational and climate risk.

He served as the Executive General Manager, Corporate Services at Australia Post, formerly the Australian Postal Corporation, the government business enterprise that provides postal services in Australia, from July 2019 to April 2020, where he was responsible for communications, corporate secretarial, legal, regulatory affairs and strategy functions. Prior to this, he served as the Victorian Minister for Innovation and the Digital Economy, Trade and Investment and Small Business and as a member of the Parliament of Victoria, which is the bicameral legislature of the Australian state of Victoria, from December 2014 to June 2019. As the Innovation Minister, he positioned the Australian state of Victoria as a leading biotech, innovation & technology hub across the Asia Pacific, where he executed a strategy that attracted APAC/ANZ head offices of global tech companies such as GoPro Inc. (NASDAQ: GPRO), Hire Technologies Inc. (OTCMKTS: HIRRF), Slack Technologies, Block, Inc. (formerly named Square, Inc. and d/b/a Square) (NYSE: SQ), Stripe, Inc. (d/b/a Stripe) and Zendesk Inc. (NYSE: ZEN) into Melbourne.

He currently serves as a director on the board of directors of various institutions including Impact for Women, beginning from November 2019, a domestic violence NFP and the Washington D.C. based Center for Asia Pacific Strategy from April 2020. He previously sat on the board of directors of GrowthOps Ltd (ASX: TGO), an Australian-based growth experience company that drives competitive growth for its corporate clients, chairing its Audit and Risk Committee from October 2019 to November 2021.

Mr. Dalidakis received both a Bachelor of Business in Management and a Bachelor of Arts in Politics and Thai Language in 2000 from Monash University and a Masters of Commerce from the University of New South Wales in 2003. We believe that the Hon. Dalidakis' background in business advisory, public service and experience as director in listed companies qualifies him to serve on our Board.

Family Relationships

None of our directors or executive officers has a family relationship as defined in Item 401 of Regulation SK.

Involvement in Certain Legal Proceedings

To the best of our knowledge, none of our directors or executive officers has, during the past 10 years, been involved in any legal proceedings described in subparagraph (f) of Item 401 of Regulation S-K.

Board of Directors

Our board of directors will consist of five directors upon closing of this offering, three of whom shall be "independent" within the meaning of Section 5605(a)(2) of the NASDAQ Listing Rules and will meet the criteria for independence

set forth in Rule 10A-3 of the Exchange Act. As of the last fiscal year ended June 30, 2022, we had one director (Nathan J. Givoni) and at the date of this lodgment has two executive directors (Nathan J. Givoni and Simon H. Szewach) and three independent directors (Jeffrey W. Olyniec, Prof. Morton and Hon Phillip Dalidakis).

Terms of Directors and Executive Officers

Each of our directors holds office until a successor has been duly elected and qualified unless the director was appointed by our board of directors, in which case such director holds office until the fifth year anniversary of that appointment at which time such director is eligible for re-election. All of our executive officers are appointed by and serve at the discretion of our board of directors.

Qualification

There is currently no shareholding qualification for directors, although a shareholding qualification for directors may be fixed in the future by our shareholders by ordinary resolution.

Committees of the Board of Directors

We intend to establish three Committees under our board of directors: an Audit Committee, a Compensation Committee, and a Nominating and Corporate Governance Committee. We currently have in place an Audit and Risk Management Committee Charter which we intend to amend in order to comply with NASDAQ requirements. We will adopt a formal charter for each of the Compensation and Nominating and Governance committees prior to the closing of this offering. We have determined that Mr. Olyniec, Prof. Morton and Mr. Dalidakis will satisfy the "independence" requirements of Section 5605(a)(2) of the Nasdaq Listing Rules and Rule 10A-3 under the Securities Exchange Act. Each Committee's members and functions are described below.

Members will serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee. Each of our Audit Committee members will satisfy the "independence" requirements of the NASDAQ listing rules and meet the independence standards under Rule 10A-3 under the Exchange Act. We have determined that Mr. Dalidakis upon his appointment as an independent director will possess the accounting or related financial management experience that qualifies him as an "audit committee financial expert" as defined by the rules and regulations of the SEC. The Audit Committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The Audit Committee will be responsible for, among other things:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- reviewing and approving all proposed related party transactions;
- meeting separately and periodically with management and the independent auditors; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.
- review the Company's risk management framework including in relation to economic, environmental, and social sustainability risk at least annually

Upon completion of this offering, the members of the Audit Committee will be Mr. Dalidakis, Mr. Olyniec and Prof. Morton. Mr. Dalidakis will be the chairperson of the Audit Committee. We are drawing upon Mr. Dalidakis' prior experience as a director on the board of directors of various institutions including as the chair of the audit and risk committee of another Australian-based company in naming him as the chairperson of the Audit Committee.

Compensation Committee. All of our Compensation Committee members will satisfy the "independence" requirements of the NASDAQ listing rules and meet the independence standards under Rule 10A-3 under the Exchange Act. The Compensation Committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any Committee meeting during which his compensation is deliberated. The Compensation Committee will be responsible for, among other things:

- reviewing and approving the total compensation package for our most senior executive officers;
- approving and overseeing the total compensation package for our executives other than the most senior executive officers;
- reviewing and recommending to the board with respect to the compensation of our directors;
- reviewing periodically and approving any long-term incentive compensation or equity plans;
- selecting compensation consultants, legal counsel or other advisors after taking into consideration all factors relevant to that person's independence from management; and
- reviewing programs or similar arrangements, annual bonuses, employee pension and welfare benefit plans.

Upon completion of this offering, the members of the Compensation Committee will be Mr. Dalidakis, Mr. Olyniec and Prof. Morton. Mr. Olyniec will be the chairperson of the Compensation Committee.

Nominating and Corporate Governance Committee. A majority of our Nominating and Corporate Governance Committee members will satisfy the "independence" requirements of the NASDAQ listing rules and meet the independence standards under Rule 10A-3 under the Exchange Act. The Nominating and Corporate Governance Committee will assist our board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its Committees. The Nominating and Corporate Governance Committee is responsible for, among other things:

- identifying and recommending nominees for election or re-election to our board of directors or for appointment to fill any vacancy;
- reviewing annually with our board of directors its current composition in light of the characteristics of independence, age, skills, experience and availability of service to us;
- identifying and recommending to our board of directors to serve as members of Committees;
- advising the board periodically with respect to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to our board of directors on all matters of corporate governance and on any corrective action to be taken; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Upon completion of this offering, the members of the Nominating and Corporate Governance Committee will be Mr. Dalidakis, Mr. Olyniec and Prof. Morton. Prof. Morton will be the chairperson of the Nominating and Corporate Governance Committee.

Code of Business Conduct and Ethics

Our Board has adopted a Code of Business Conduct and Ethics which we intend to amend in order to be current and comply with the standards expected of NASDAQ listed companies prior to this Registration Statement becoming effective. The amended code of conduct will codify the business and ethical principles that govern all aspects of our business. We will file a copy of our Code of Business Conduct and Ethics as an exhibit to the registration statement of which this prospectus is a part. You will be able to review these documents by accessing our public filings at the SEC's website at *www.sec.gov*.

Duties of Directors

Under Australian law, our directors have a duty to act honestly, in good faith and in the best interests of all shareholders. Our directors also have a duty to exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their fiduciary duty to the shareholders of the Company, our directors must ensure compliance with our Constitution on and after the closing of our initial public offering. Our shareholders may have the right to seek damages from either the Company, the directors personally, or both, if a duty owed by our directors is breached.

The functions and powers of our board of directors include, among others:

- appointing officers and determining the term of office of the officers;
- exercising the borrowing powers of the company and mortgaging the property of the Company;
- executing checks, promissory notes and other negotiable instruments on behalf of the Company;
- maintaining or registering a register of mortgages, charges or other encumbrances of the company; and
- adopt any scheme or plan in the best interests of the Company designed to provide retiring or superannuation benefits for both present and future non-executive directors;
- delegate any of their powers to a committee consisting of such of their number as they may determine; and
- appoint any person to be attorney of the Company.

Non-Employee Director Compensation

We have not historically had a formal compensation policy with respect to service on our board of directors, but we have reimbursed our non-employee directors for out-of-pocket direct expenses incurred in connection with attending meetings on our behalf.

Prior to the closing of this offering, we expect our board to approve a non-employee director compensation policy that will be effective upon the effectiveness of the registration statement of which this prospectus is a part. This policy is intended to provide a total compensation package that enables us to attract and retain qualified and experienced individuals to serve as directors and to align our directors' interests with those of our shareholders. Under this policy, we will pay each of our non-employee directors a cash retainer for service on the board of directors and for service on each committee on which the director is a member.

The chairperson of each committee will receive a higher retainer for such service. These retainers are payable in arrears in four equal quarterly installments on the last day of each quarter, provided that the amount of such payment will be prorated for any portion of such quarter that the director is not serving on our board of directors or the applicable committee. The retainers to be paid to non-employee directors for service on the board of directors and for service on each committee of the board of directors on which the director is a member are as follows:

Position	Annual Service Retainer		Chairperson Additional Retainer	
Board of Directors	USD$	25,000	USD$	5,000
Audit Committee	USD$	5,000	USD$	5,000
Compensation Committee	USD$	5,000	USD$	5,000
Nominating and Corporate Governance Committee	USD$	5,000	USD$	5,000

In addition, non-employee directors will be eligible to participate in the proposed Incentive Plan and may be granted share options and/or restricted shares under the proposed Incentive Plan from time to time.

EXECUTIVE COMPENSATION

Executive Compensation

As described below, we plan to adopt an incentive plan prior to the consummation of this offering. Our proposed incentive plan will include our named executive officers. Prior to this offering, we did not have any equity-based incentive awards.

Agreements with Named Executive Officers

Simon H. Szewach — Co-Founder, Executive Chairman.

The Company has entered into an employment agreement with Mr. Szewach in April 2021. Mr. Szewach will serve as the Company's Executive Chairman and will receive an annual compensation of USD$300,000 plus an agreed level of STI and ESOP coverage should the Company decide to implement such a program. Mr. Szewach will oversee strategic partnerships and alliances, investor relations and mergers and acquisitions activities and overall business strategy on a daily basis. The employment agreement stipulates that Mr. Szewach must give six months written notice of his intent to resign, allowing the Company to find a suitable replacement.

Nathan J. Givoni — Co-Founder, Chief Executive Officer and Director.

The Company has entered into an employment agreement with Mr. Givoni in April 2021. Mr. Givoni will serve as the Company's Chief Executive Officer and Director and will receive an annual compensation of USD$300,000 plus an agreed level of STI and ESOP coverage should the Company decide to implement such a program. Mr. Givoni will oversee the daily business operations together with product development, scientific research, intellectual property and manufacturing. The employment agreement stipulates that Mr. Givoni must give six months written notice of his intent to resign, allowing the Company to find a suitable replacement.

Anthony W. Panther — Chief Financial Officer

The Company has entered into an agreement with Mr.Panther in February 2024 under which he will serve as the Company's Chief Financial Officer and in consideration the Company will pay a monthly renumeration of at least AUD$13,000 to him. Mr. Panther will oversee the strategy to maintain the Company in a strong financial position, support future innovation and deliver long-term sustainable value to stakeholders.

Engagement of Executives

Equity Incentive Plan

We expect our board of directors to adopt an equity incentive plan prior to the consummation of this offering to provide an additional means through the grant of awards to attract, motivate, retain and reward selected key employees and other eligible persons. We also intend to obtain approval of this plan from our shareholders prior to the consummation of this offering. The below summary of the equity incentive plan is what we expect the terms of the plan will be.

Shares Subject to the equity incentive plan

We expect up to 10% of our Ordinary Shares to be available for issuance under the equity incentive plan. If an award granted under the equity incentive plan is forfeited, canceled, settled, or otherwise terminated without a distribution of Ordinary Shares, the Ordinary Shares underlying that award will again become available for issuance under the equity incentive plan. If Ordinary Shares delivered under the Plan are tendered or withheld to pay the exercise price of a share option or to satisfy withholding taxes, those Ordinary Shares will also again become available for issuance under the equity incentive plan.

Administration of the equity incentive plan

Our Board or a committee appointed by the Board will administer the equity incentive plan. The plan administrator will have broad authority to:

- select participants and determine the types of awards that they are to receive;
- determine the number of Ordinary Shares that are to be subject to awards and the terms and conditions of awards, including the price (if any) to be paid for the shares or the award and establish the vesting conditions (if applicable) of such shares or awards;
- cancel, modify or waive our rights with respect to, or modify, discontinue, suspend or terminate any or all outstanding awards, subject to any required consents;
- construe and interpret the terms of the equity incentive plan and any agreements relating to the equity incentive plan;
- determine whether awards will be settled in cash, Ordinary Shares, other securities, other property, or in any combination thereof;
- prescribe, amend, and rescind rules and regulations relating to the equity incentive plan; and
- make all other determinations deemed necessary or advisable for administering the equity incentive plan.

Participation

Employees, officers, directors and consultants that provide services to us or one of our subsidiaries may be selected to receive awards under the equity incentive plan.

Types of Awards

The equity incentive plan permits the granting of awards in the form of share options and restricted shares.

Share Options

A share option entitles the recipient to purchase Ordinary Shares at a fixed exercise price. The exercise price per share will be determined by the plan administrator in the applicable award agreement in its sole discretion at the time of the grant, but the exercise price cannot be less than the closing sales price for our Ordinary Shares on the grant date. The exercise price can be paid in cash, check, by surrender of Ordinary Shares already held by the participant, or by cashless or net exercise. The maximum term of each share option shall be fixed by the plan administrator, but in no event shall an option be exercisable more than ten (10) years after the date such option is granted.

Restricted Shares

A restricted share award is an award of Ordinary Shares that vests in accordance with the terms and conditions established by the plan administrator.

Equitable Adjustments

In the event of a merger, consolidation, recapitalization, share split, reverse share split, reorganization, split-up, spin-off, combination, repurchase, or other change in corporate structure affecting the Ordinary Shares, the maximum number and kind of shares reserved for issuance or with respect to which awards may be granted under the equity incentive plan will be adjusted to reflect such event, and the plan administrator will make such adjustments as it deems appropriate and equitable in the number, kind and exercise price of Ordinary Shares covered by outstanding awards made under the equity incentive plan.

Change in Control

In the event of any proposed change in control (as defined in the equity incentive plan), the plan administrator will take any action as it deems appropriate, which action may include, without limitation, the following: (i) the continuation of any award, if the company is the surviving corporation; (ii) the assumption of any award by the surviving corporation or its parent or subsidiary; (iii) the substitution by the surviving corporation or its parent or subsidiary of equivalent awards; (iv) accelerated vesting of the award, with all performance objectives and other vesting criteria deemed achieved at targeted levels, and a limited period during which to exercise the award prior to closing of the change in control, or (v) settlement of any award for the change in control price (less, to the extent applicable, the per share exercise price).

Term

The equity incentive plan will become effective when adopted by the Board and, unless terminated, the equity incentive plan will continue in effect for a term of ten (10) years.

Amendment and Termination

The Board may at any time amend, alter, suspend or terminate the equity incentive plan, although no such action may, without the written consent of the participant, impair the rights of any participant with respect to outstanding awards.

PRINCIPAL SHAREHOLDERS

Except as specifically noted, the following table sets forth information with respect to the beneficial ownership of our Ordinary Shares as of the date of this prospectus by:

- each of our directors and executive officers; and
- each person known to us to beneficially own more than 5% of our Ordinary Shares on an as converted basis.

The calculations in the table below are based on 8,118,075 Ordinary Shares outstanding as of the date of this prospectus.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Total Ordinary Shares Beneficially Owned	% of Beneficial Ownership
Directors and Executive Officers:		
Simon H. Szewach	468,300[1]	5.77%
Nathan J. Givoni	722,138[2]	8.90%
Jeffrey W. Olyniec	164,809	2.03%
Anthony W. Panther	—	—
Prof. David Morton	—	—
Hon. Philip A. Dalidakis	—	—
Total of all directors and executive officers (6 persons)	1,355,247	16.69%
5% Shareholders:		
Barabash Nominees Pty Ltd[3]	441,000	5.43%
Crestmont Pty Ltd ATF Crestmont Investments Trust[4]	642,323	7.91%
David Golik[5]	1,012,288	12.47%
Domalina Pty Ltd ATF Domalina Investments Trust[6]	451,500	5.56%
Jeffrey Markoff[7]	2,196,753	27.06%

(1) Consists of (i) 153,300 Ordinary Shares held by Legats Pty Ltd ATF The Simon Szewach Family Trust (" **Legats**"), (ii) 225,750 Ordinary Shares held by Domalina Pty Ltd ATF Domalina Investments Trust (" **Domalina**"), and (iii) 89,250 Ordinary Shares held by Axarain Investments Pty Ltd ATF Axarain Investments Trust (" **Axarain**"). Legats is a privately owned discretionary trust and Domalina and Axarain are unit trusts. The Ordinary Shares of Legats, Domalina and Axarain are beneficially held by Simon H. Szewach. Does not include Ordinary Shares held by Chaplin Investments Pty Ltd as trustee for Chaplin Investments Trust ("**Chaplin**"), a privately owned discretionary trust. Because Simon H. Szewach, as one of the potential beneficiaries of Chaplin, does not have investment and voting power of the Ordinary Shares, he is not deemed to be a beneficial owner of the Ordinary Shares held by Chaplin.

(2) Consists of (i) 487,988 Ordinary Shares held by Lorch Investments Pty Ltd ATF Lorch Investments Trust ("**Lorch**"), (ii) 76,650 Ordinary Shares held by Givoni Investments Pty Ltd ATF Givoni Investments Family Trust ("**Givoni Investments Trust**"), (iii) 112,875 Ordinary Shares held by Domalina Pty Ltd ATF Domalina Investments Trust ("**Domalina**"), and (iv) 44,625 Ordinary Shares held by Axarain Investments Pty Ltd ATF Axarain Investments Trust ("**Axarain**"). Givoni Investments Trust and Lorch are privately owned discretionary trusts and Domalina and Axarain are unit trusts. The Ordinary Shares of Lorch, Givoni Investments Trust, Domalina and Axarain are beneficially held by Nathan J. Givoni.

(3) Barabash Nominees Pty Ltd as trustee for Barabash Family Trust, a privately owned trust, and as trustee for Barabash Pension Fund, a privately owned superannuation/pension fund beneficially held by Ian and Diane Barabash.

(4) Crestmont Pty Ltd ATF Crestmont Investments Trust is a privately owned discretionary trust beneficially held by Mark Saltzman.

(5) Consists of (i) 975,975 Ordinary Shares held by Chaplin Investments Pty Ltd ("**Chaplin**") and (ii) 36,313 Ordinary Shares held by Caddarly Pty Ltd ATF Golik Family Trust No 2 ("**Caddarly**"). Chaplin and Caddarly are privately owned discretionary trusts. The Ordinary Shares of Chaplin and Caddarly are beneficially held by David Golik.

(6) Domalina Pty Ltd ATF Domalina Investments Trust is a unit trust with Givoni Investments Pty Ltd ATF Givoni Investments Family Trust ("**Givoni Investments Trust**") and Legats Pty Ltd ATF The Simon Szewach Family Trust ("**Legats**") having shared investment and voting power. Simon H. Szewach is appointed as the sole director and trustee with investment and voting authority of Legats. Givoni Investments Trust is a trust, with Nathan J. Givoni and his spouse are directors of the Givoni Investments Trust each having shared investment and voting power of the Givoni Investments Trust.

(7) Consists of (i) 1,748,992 Ordinary Shares held by ACK Pty Ltd ATF Markoff Superannuation Fund No.2 (" **ACK**") and (ii) 447,761 Ordinary Shares held by FFOKRAM Pty Ltd ATF FFOKRAM Trust (" **FFOKRAM**"). ACK is a privately owned superannuation/pension fund that is beneficially held by Mr. Jeffrey Markoff and Ms. Yumi Markoff. FFOKRAM is a privately owned discretionary trust, beneficially held by Mr. Jeffrey Markoff.

RELATED PARTY TRANSACTIONS

Shareholder Loan Agreements

On January 20, 2022, we entered into separate Loan Agreements, among others, with B&M Givoni Pty Ltd ATF B&M Givoni Superannuation Fund (the "**B&M Givoni Superannuation Fund**, and the loan entered with the foregoing fund, the "B&M Givoni Loan") and our director Jeffrey W. Olyniec (the "**Olyniec Loan**") for the provision of loans. The principal of the B&M Givoni Loan is $350,000, comprising debt of AUD$262,570 and an amount of Ordinary Shares equivalent to AUD$87,430 (approximately USD$189,050 and USD$62,950) and the principal of the Olyniec Loan is AUD$143,445, comprising debt of AUD$106,767 and an amount of Ordinary Shares equivalent to AUD$36,678 (approximately USD$76,872 and USD$26,408). Both the B&M Givoni Loan and the Olyniec Loan has an interest rate of 12% per annum maturing on July 15, 2023 to fund the expenses for the proposed listing and for working capital purposes. As part of this loan agreement, we agreed to issue AUD$1.00 of Ordinary Shares to the B&M Givoni Superannuation Fund and Jeffrey W. Olyniec for every AUD$4.00 of principal loaned to us. The Ordinary Shares were issued within 90 days of the loan being advanced. The B&M Givoni Superannuation Fund is our Chief Executive Officer and Director Nathan J. Givoni's parents' Superannuation fund or pension fund, with Nathan J Givoni having no ownership, title or beneficial interests in this entity. On January 3, 2023, both the B&M Givoni Loan and the Olyniec Loan were extended for an additional 12 months at an interest rate of 12% per annum maturing on July 15, 2024. Such extensions constitute a substantial modification per IFRS 9, and therefore the original liability is derecognized on modification date, and the new liability for the extended loans is recognized at fair value, discounted using an appropriate discount rate. As of June 30, 2023, the outstanding amount payable for both the B&M Givoni Loan and the Olyniec Loan is approximately AUD$483,601 (approximately USD$348,193). During October 2023, both loan holders agreed to further extend the loans with a new maturity date of December 31, 2024.

Share Swap — Nutrigel

On June 13, 2021, we entered into a share sale agreement with all of the shareholders of Nutrigel Pty Ltd and all of the unitholders of the Nutrigel Pty Ltd Unit Trust (Nutrigel Pty Ltd and Nutrigel Pty Ltd Unit Trust are collectively, "**Nutrigel**"). Pursuant to the share sale agreement, the shareholders and unitholders of Nutrigel exchanged 1,740 stapled shares and units on issue, representing all of the issued and outstanding shares and units of Nutrigel, for 1,740 newly issued shares of Gelteq at an exchange ratio of 1-for-1. As a result of the share swap, Nutrigel has become a wholly-owned subsidiary of Gelteq and the former unitholders and shareholders of Nutrigel became our shareholders. In June 2021, we issued an aggregate of 1,740 shares at AUD$5,360 per share for aggregate proceeds of AUD$9,326,400. Set forth below are our shares received by our directors, executive officers and 10% shareholders and their family members in the share swap transaction:

Name	Position and relationship	Nutrigel shares and/or units exchanged	Gelteq shares
Paramount Global Limited	Jeffrey W. Olyniec, Director of the Company, is a director of Paramount Global Limited. As of current date, Paramount Global Limited no longer holds share in Gelteq.	53	53
Jeffrey W. Olyniec	Director	9	9
Asiana Trading Corporation Limited	Jeffrey W. Olyniec, Director of the Company, was a director of Asiana Trading Corporation Limited until December 2021. As of current date, Asiana Trading Corporation Limited no longer holds shares in Gelteq.	1112	1112
Legats Pty Ltd ATF Simon Szewach Family Trust	Simon H. Szewach, Director of the Company, is the sole director and trustee of Legats Pty Ltd ATF Simon Szewach Family Trust	104	104
Givoni Investments Pty Ltd ATF Givoni Investments Family Trust	Nathan J. Givoni has shared voting power with his spouse under the Givoni Investments Pty Ltd ATF Givoni Investments Family Trust	104	104

Share Swap — Sports Supplements

On June 13, 2021, we entered into a share sale agreement with all of the shareholders of Sport Supplements Pty Ltd and all of the unitholders of the Sport Supplements Pty Ltd Unit Trust (Sport Supplements Pty Ltd and Sport Supplements Pty Ltd Unit Trust are collectively, "**Sport Supplements**"). Pursuant to the share sale agreement, the shareholders and unitholders of Sport Supplements exchanged 2,735 stapled shares and units on issue, representing all of the issued and outstanding shares and units of Sport Supplements, for 2,735 newly issued shares of Gelteq at an exchange ratio of 1-for-1. As a result of the share swap, Sport Supplements has become a wholly-owned subsidiary of Gelteq and the former unitholders and shareholders of Sport Supplements became our shareholders. In June 2021, we issued an aggregate of 2,735 shares at AUD$5,360 per share for aggregate proceeds of AUD$14,659,600. Set forth below are our shares received by our directors, executive officers and 10% shareholders and their family members in the share swap transaction:

Name	Position and relationship	Sport Supplement shares and/or units exchanged	Gelteq shares
Paramount Global Limited	Jeffrey W. Olyniec, Director of the Company, is a director of Paramount Global Limited. As of current date, Paramount Global Limited no longer holds share in Gelteq.	78	78
Paramount Global SS Limited	Jeffrey W. Olyniec, Director of the Company, is a director of Paramount Global SS Limited. As of current date, Paramount Global Limited no longer holds share in Gelteq.	161	161
Jeffrey W. Olyniec	Director	13	13
Asiana Trading Corporation Limited	Jeff W. Olyniec, Director of the Company, was a director of Asiana Trading Corporation Limited until December 2021. As of current date, Asiana Trading Corporation Limited no longer holds shares in Gelteq.	832	832
Legats Pty Ltd ATF Simon Szewach Family Trust	Simon H. Szewach, Director of the Company, is the sole director and trustee of Legats Pty Ltd ATF Simon Szewach Family Trust.	36	36
Givoni Investments Pty Ltd ATF Givoni Investments Family Trust	Nathan J. Givoni has shared voting power with his spouse under the Givoni Investments Pty Ltd ATF Givoni Investments Family Trust	36	36

Provision of Services by Asiana Trading Corporation Limited

On July 1, 2021, we entered into a Consulting Services Agreement (the "**Consulting Agreement**") with Asiana. Asiana introduces new products on behalf of their clients in China, including local sales marketing efforts, legal and compliance support, logistics services, and local supplier introductions. During the term of the Consulting Agreement, Asiana had provided management services to the Company to facilitate the Company's services undertaken in China, including legal expenses, product samples and pre-paid expenses.

The Company paid Asiana AUD$177,065.09 (approximately USD$122,751.26) under the Consulting Agreement to reimburse certain operating costs of Asiana, which had five employees. While Mr. Olyniec was the sole shareholder of Asiana, from October 2020 until December of 2021 and one its two directors, he received none of the amounts paid to Asiana under the Consulting Agreement. As such, Mr. Olyniec was not reimbursed from the funds earned under the Consulting Agreement and did not perform the services stipulated in the Consulting Agreement. On December 25, 2021, Mr. Olyniec resigned as a director and is no longer is a director of Asiana.

For the fiscal year ended June 30, 2022, Asiana facilitated introductions to four clients which each placed orders directly from the Company in the aggregate of AUD$134,231 (approximately USD$93,118.71). Asiana did not place any orders on behalf of itself or the four clients. All purchase orders were negotiated by the executives of the Company and the purchasing party without any involvement from Mr. Olyniec. Mr. Olyniec did not receive any commissions from the sales on the introductions to any of the four clients.

The four clients that placed orders were considered a related party to the Company, in accordance with international accounting standards, solely for the purposes of the financial statements for the year ended June 30, 2022.

While the Consulting Agreement has not been terminated, the Company did not receive any orders from Asiana for the fiscal year ended June 30, 2022.

During the year ended June 30, 2023, Asiana provided management and legal services to the Company of AUD$171,530 (USD$123,502) as compared to the year ended June 30, 2022 in the amount of AUD$143,977 (USD$103,663).

Please refer to the June 30, 2023 and 2022 and June 30, 2022 and 2021 financial statements included in this document commencing on page F-1 for a comprehensive list of all related party transactions.

COMPARISON OF AUSTRALIAN CORPORATIONS ACT TO DELAWARE GENERAL CORPORATION LAW.

We have changed our name to Gelteq Limited upon our conversion to an Australian public company on May26, 2022. See "*Description of Share Capital and Constitution*." Our corporate affairs are governed by the Constitution and by the Corporations Act and the other laws governing corporations incorporated in Australia.

The rights of our shareholders and the responsibilities of the members of our board of directors under Australian law are different from those applicable to a corporation incorporated in the State of Delaware. Set forth below are the material differences between the Corporations Act and other relevant Australian corporate law and the Delaware General Corporation Law and other relevant Delaware law with respect to rights of our shareholders and the responsibilities of the members of our Board. The comparison below is provided in summary form and is not an exhaustive statement of all relevant laws, rules and regulations.

ITEM	AUSTRALIAN CORPORATIONS ACT	DELAWARE GENERAL CORPORATION LAW
Share capital	Australian law does not contain any concept of authorized capital or par value per share. The number and issue price of shares is set by our directors collectively as a board at the time of each issue.	Under the Delaware General Corporation Law ("**DGCL**"), a corporation may issue one or more classes of stock or one or more series of stock within any class thereof, any or all of which classes may be of stock with par value or stock without par value with any such issuance of shares of common stock limited by an authorized capital stock set out in such corporation's certificate of incorporation.
Share buy-backs	Under the Corporations Act, a company may buy back its shares. The procedure, which may include shareholder approval, depends on the type of the buy-back and the quantity of shares subject to the buy-back. Share buy-backs must not materially prejudice the company's ability to pay its creditors. A company cannot hold its own shares for more than 12 months directly or indirectly including after a buy-back.	The DGCL generally permits corporations to purchase or redeem its outstanding shares out of funds legally available for that purpose without obtaining shareholder approval, provided that: • the capital of the corporation is not impaired; • such purchase or redemption would not cause the capital of the corporation to become impaired; • the purchase price does not exceed the price at which the shares are redeemable at the option of the corporation; and • immediately following any such redemption, the corporation shall have outstanding one or more shares of one or more classes or series of stock, which shares shall have full voting powers.

ITEM	AUSTRALIAN CORPORATIONS ACT	DELAWARE GENERAL CORPORATION LAW
Variation of class rights	The rights and privileges attached to any class of shares may generally only be varied with the written consent of holders of 75% of the issued shares of the affected class or by special resolution passed by at least 75% of the votes cast by shareholders entitled to vote at a meeting of the holders of the issued shares of the affected class.	Under the DGCL, any amendment to a corporation's certificate of incorporation requires approval by holders representing a majority of the outstanding shares of a particular class if that amendment would: • increase or decrease the aggregate number of authorized shares of that class: • increase or decrease the par value of the shares of that class; or • alter or change the powers, preferences or special rights of the shares of that class so as to affect them adversely. If an amendment would alter or change the powers, preferences or special rights of one or more series of any class so as to adversely affect that series without adversely affecting the entire class, then only the shares of the series so affected shall be considered a separate class and entitled to such separate class approval of the proposed amendment. Under the DGCL, amendments to a corporation's certificate of incorporation also generally require: • a board resolution recommending the amendment; and • approval of a majority of the outstanding shares entitled to vote and a majority of the outstanding shares of each class entitled to vote.
Number of directors	Public companies in Australia must have: • no fewer than three directors (not counting alternate directors), at least two of whom are ordinarily resident in Australia; and • at least one company secretary ordinarily resident in Australia.	Under the DGCL, the board of directors of a corporation shall consist of 1 or more members. The number of directors shall be fixed by, or in the manner provided in, the corporation's bylaws or certificate of incorporation.

ITEM	AUSTRALIAN CORPORATIONS ACT	DELAWARE GENERAL CORPORATION LAW
Payment of dividends	The Corporations Act provides that a company must not pay a dividend unless: • its assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient for the payment of the dividend; and • the dividend is fair and reasonable to the company's shareholders as a whole; and • the payment of the dividend does not materially prejudice the company's ability to pay its creditors.	Under the DGCL, a corporation's board of directors is permitted to declare and pay dividends to stockholders either: • out of the corporation's surplus, which is defined as the net assets less statutory capital; or • if no surplus exists, then out of the net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year, provided that the capital of the corporation is not less than the aggregate amount of the capital represented by the corporation's outstanding stock of all classes having a preference on distribution of assets.
Removal of directors	Under the Corporations Act, a director may only be removed by resolution at a general meeting of our shareholders. A notice of intention to move the resolution must generally be given to the Company at least two months before the meeting is to be held.	The DGCL provides that, subject to the rights of the holders of any series of preferred stock, directors may be removed with or without cause by the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of capital stock, or of a single class, entitled to vote generally in the election of directors, voting together as a single class.
Directors' duties	Under Australian law, directors have a wide range of both general law and statutory fiduciary duties, including duties to: • act in good faith in the best interests of the company as a whole; • act for a proper purpose; not improperly use information or their position; • exercise care, skill and diligence; and • avoid actual or potential conflicts of interest.	Under Delaware law, the directors of a corporation have fiduciary obligations, including the duty of care and the duty of loyalty. The duty of care requires directors to inform themselves of all reasonably available material information before making business decisions on behalf of the corporation and to act with requisite care in discharging their duties to the corporation. The duty of loyalty requires directors to act in good faith and in the corporation's best interests.

ITEM	AUSTRALIAN CORPORATIONS ACT	DELAWARE GENERAL CORPORATION LAW
Related party transactions	The Corporations Act prohibits the board from giving related parties (including any director) a financial benefit unless: • it falls within an applicable exception; • shareholder approval is given in accordance with the Corporations Act; and • the benefit is given within 15 months after such approval.	Under the DGCL, no contract or transaction between a corporation and one or more of its directors, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its directors are directors or officers, or have a financial interest, will be void or voidable solely for that reason, or solely because the relevant director is present at or participates in the corporation's board or committee meeting that authorizes the contract or transaction, or solely because the vote of the relevant director is counted for that purpose, if: • the material facts as to the director's relationship or interest, and as to the contract or transaction, are disclosed or known to the corporation's board or committee, and the corporation's board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; • the material facts as to the director's relationship or interest and as to the contract or transaction are disclosed or known to the corporation's stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the stockholders; or • the contract or transaction is fair to the corporation as of the time that it is authorized, approved or ratified by the corporation's board, committee or stockholders.
Right to call meetings	Under the Corporations Act, shareholders with at least 5% of the votes that may be cast at a general meeting may call and arrange to hold a general meeting. The meeting must be called in the same way in which general meetings of the company may be called, including the dispatch of a notice of meeting including the matters to be voted upon. The shareholders calling the meeting must pay the expenses of calling and holding the meeting.	The DGCL states that each corporation shall hold an annual meeting of shareholders and that only the board of directors has the right to call a special meeting of shareholders, unless either the corporation's certificate of incorporation or bylaws provides otherwise.

ITEM	AUSTRALIAN CORPORATIONS ACT	DELAWARE GENERAL CORPORATION LAW
	The Corporations Act requires the directors to call and arrange to hold a general meeting on the request of shareholders with at least 5% of the votes that may be cast at a general meeting. The request must be made in writing, state any resolution to be proposed at the meeting, be signed by the shareholders making the request and be given to the company. The board of directors must call the meeting not more than 21 days after the request is made. The meeting must be held not later than two months after the request is given.	
Quorum	Under the Corporations Act, the presence of two shareholders at all times during the meeting constitutes a quorum for a general meeting. The constitution of the company may increase this default requirement.	Under the DGCL, the default rule is that a quorum consists of a majority of the shares entitled to vote, present in person or represented by proxy. A company's organizational documents may alter this default requirement, but may not lower it to less than one-third of the shares entitled to vote at the meeting.
Written Consent	Under the Corporations Act, shareholders of a public company in Australia are not permitted to approve corporate matters by written consent.	Under the DGCL, any action required to be taken at an annual or special meeting by stockholders may be taken without a meeting if consent in writing is signed by holders in the amount necessary to take such action at a meeting at which all shares entitled to vote thereon were present and voted.
Shareholder resolutions	The Corporations Act requires certain matters to be resolved by a company by special resolution (passed by at least 75% of the votes cast by shareholders entitled to vote), including: • the change of name of the company; • a selective reduction of capital or selective share buy-back; the conversion of the company from one type or form to another; • a decision to wind up the company voluntarily; and • modification or repeal of the company's constitution.	The DGCL contains no concept of special resolutions. The DGCL requires the approval of a majority of all votes entitled to be cast by a corporation's stockholders for specified actions including: • dissolution of the corporation; • most mergers or consolidations; and • amendments to the corporation's certificate of incorporation.

ITEM	AUSTRALIAN CORPORATIONS ACT	DELAWARE GENERAL CORPORATION LAW
Minority shareholder protections/relief from oppression	Under the Corporations Act, any shareholder of a company can apply for an order from the court in circumstances where the conduct of the company's affairs, or any actual or proposed act or omission or resolution is either: • contrary to the interests of shareholders as a whole; or • oppressive to, unfairly prejudicial to, or unfairly discriminatory against, any shareholders in that capacity or any other capacity. Former shareholders can also bring an action if it relates to the circumstances in which they ceased to be a shareholder. The court may make any order that it considers appropriate in relation to the circumstances and the company including, among other things, an order that the company be wound up, that the Constitution be modified or repealed, or that a person is required to do a specified act.	The DGCL contains no equivalent statutory provisions. However, Delaware law may provide judicial remedies to stockholders in certain comparable circumstances.
Takeovers and takeovers defenses	The Corporations Act restricts the acquisition by any person of a "relevant interest" in issued "voting shares" in a company under a transaction where, as a result of the acquisition, that person or someone else's "voting power" in the company increases from 20% or below to more than 20% or from a starting point that is above 20% and below 90%. The takeovers prohibition is subject to a number of exceptions detailed in the Corporations Act. These exceptions include, for example, an acquisition: • of not more than 3% of the voting shares during any six-month period; • made with shareholder approval; • made under a takeover bid; or • resulting from a scheme of arrangement undertaken in accordance with the Corporations Act and approved by the court. Any takeover bid must treat all shareholders alike, must not involve any collateral benefits and must comply with the timetable, disclosure and other requirements set out in the Australian Corporations Act.	The DGCL provides that if a holder acquires 15% or more of a corporation's voting stock, or is an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of the corporation at any time within three years immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder (an "Interested Holder"), the corporation is prohibited from engaging in any business combination with the Interested Holder for a period of three years following the time the holder became an Interested Holder. Such business combinations include (a) certain mergers or consolidations with the Interested Holder or entities affiliated with the Interested Holder, (b) certain sales, leases, exchanges, pledges, transfers or other dispositions of the corporation's assets to the Interested Holder, which assets have an aggregate market value equal to 10% or more of either all of the assets of the corporation or all of the outstanding stock of the corporation and (c) certain transactions which result in the issuance or transfer by the corporation or by any direct or indirect majority owned subsidiary of the corporation, to the Interested Holder, of any stock of the corporation or of such subsidiary.

ITEM	AUSTRALIAN CORPORATIONS ACT	DELAWARE GENERAL CORPORATION LAW
Winding up	Under the Corporations Act, a company can be wound up voluntarily by the shareholders by special resolution (i.e., passed by at least 75% of the votes cast by shareholders entitled to vote) in circumstances where the directors give a statutory declaration of solvency for such winding up. If the directors do not give a statutory declaration of solvency, a creditors' voluntary winding up can commence by the shareholders passing a special resolution. Any surplus after payment of debts and interest will go to the shareholders according to the rights attached to their shares.	The DGCL permits the board of directors to authorize the dissolution of a corporation if: • a majority of the directors in office adopt a resolution to approve such dissolution at a meeting called for that purpose; • holders of a majority of the issued and outstanding shares entitled to vote on the matter adopt a resolution to approve dissolution at a stockholders' meeting called for that purpose; and • a certificate of dissolution is filed with the Delaware Secretary of State. The DGCL also permits stockholders to authorize the dissolution of a corporation without board action if: • all of the stockholders entitled to vote on the matter provide written consent to dissolution; and • a certificate of dissolution is filed with the Delaware Secretary of State.

DESCRIPTION OF SHARE CAPITAL AND CONSTITUTION

Our constituent document as a public company limited by shares is comprised of our Constitution which became effective on May 26, 2022 upon conversion into a public company and our change of name to Gelteq Limited. This section describes the terms of the Constitution. The Constitution is subject to the provisions of the Corporations Act.

The rights and restrictions attaching to Ordinary Shares are derived through a combination of the Constitution, the Corporations Act and the common law applicable in Australia. A general summary of some of the rights and restrictions attaching to Ordinary Shares are summarized below.

Ordinary Shares

Our Ordinary Shares are shares of capital of the Company having no par value. The Board of the Company is authorized to issue an unlimited number of Ordinary Shares.

Issue of Ordinary Shares

Our board of directors controls the allotment and issue of securities including Ordinary Shares. Subject to the Corporations Act, the board of directors:

(a) may allot, issue, cancel or otherwise dispose of the Ordinary Shares to any persons, on any terms and conditions, at that issue price and at those times as our board of directors thinks fit;

(b) have full power to give any person a call or option over any Shares during any time and for any consideration as our board of directors thinks fit; and

(c) may issue shares with any preferential, deferred or special rights, privileges or conditions or with any restrictions (whether in regard to dividends, voting, return of Share capital or otherwise) as our board of directors determines.

Only one class of Shares has been issued at this time.

Dividends

Under the Constitution, the holders of the Ordinary Shares in the Company are entitled to receive such dividends as may be declared by our board of directors, which may fix the amount and the timing for payment and the method of payment of any dividend in accordance with the Constitution. All dividends are declared and paid according to the amounts paid up on the Ordinary Shares in respect of which the dividend is declared.

Reserves

Under the Constitution, our board of directors may set aside out of the Company's profits any sums they think proper as reserves to be applied to meet contingencies, to equalize dividends, to pay special dividends, to repair, improve or maintain any Company property, or for any other purpose our board of directors in their absolute discretion considers to be in the Company's interests. Pending that application, the reserves may, at our board of directors' discretion, be used in the Company's business or be invested as our board of directors thinks fit (including the purchase of Ordinary Shares of the Company). The board of directors may deal with and vary these investments and dispose of all or any part for the Company's benefit and may divide the reserves into special reserves as they think fit. The board of directors may, as it sees fit, appropriate to the Company's profits any amount previously set aside as a reserve. The board of directors may carry forward any profits they consider ought not to be distributed as dividends without transferring those profits to a reserve.

Variations to Rights and obligations of Shareholders

Pursuant to the Constitution, the Company may issue preference shares including preference shares which are, or which at the option of the Company or holder may be, liable to be redeemed or converted into Ordinary Shares.

No Redemption Provision for Ordinary Shares

There are no redemption provisions in the Constitution in relation to Ordinary Shares. Under the Corporations Act, redeemable preference shares may only be redeemed if those preference shares are fully paid-up and payment in satisfaction of redemption is out of profits or the proceeds of a new issue of Ordinary Shares made for the purposes of the redemption.

Variation of Class Rights

The Corporations Act provides that if a company has a constitution that sets out the procedure for varying or cancelling rights attached to shares in a class of shares, then those rights may be varied or cancelled only in accordance with the procedure. The rights attached to the Ordinary Shares in the Company may only be varied with the consent in writing of the holders of at least 75% of the Ordinary Shares, or with the sanction of a special resolution passed at a separate meeting of the holders of Ordinary Shares. A special resolution of the holders of the Ordinary Shares means a resolution of the holders of the Ordinary Shares at a duly convened meeting of the holders of the Ordinary Shares passed by at least 75% of the votes cast by the holders entitled to vote on the resolution, unless otherwise required by the Corporations Act or the Constitution.

Right to Share in Our Profits

Pursuant to the Constitution, the Shareholders in the Company are entitled to participate in our profits only by payment of dividends.

Rights to Share in the Surplus in the Event of Winding Up

The Constitution provides for the right of holders of the Ordinary Shares to participate in a surplus in the event of our winding up, subject to the rights attaching to a class of shares of the Company issued on special terms and conditions.

The Board of Directors

The board of directors is comprised of the directors of the Company and may exercise any and all powers of the Company, except those that vest in the Shareholders as per the Corporations Act and the Constitution.

Currently, our board of directors is comprised of Mr. Nathan J. Givoni, Mr. Jeffrey W. Olyniec, Mr. Simon H. Szewach, the Hon. Philip A. Dalidakis and Prof. David Morton. Mr. Szewach is the Executive Chairman of the Board of Directors. Mr. Nathan J. Givoni is an Executive Director and CEO. Mr. Dalidakis, Mr. Olyniec and Prof. Morton are the independent directors on our board of directors.

Under the Constitution, the board of directors must be constituted by a maximum of nine (9) Directors and a minimum of three (3) Directors.

Under the Constitution, a Director is empowered to appoint a person (whether a Shareholder or not) to be an Alternate Directors in its place during a period it thinks fit, with the approval of the other Directors.

Shareholders Meetings

Per the Constitution and the Corporations Act, our board of directors needs to call a general meeting of Shareholders to be held in each calendar year at such time and place as determined and this is to be referred to as the ‘annual general meeting’. All other general meetings are to be called ‘general meetings’.

Additionally the Corporations Act contain provisions enabling Shareholders to either call a meeting of Shareholders or instruct our board of directors to call a meeting of Shareholders. Moreover, all decisions of the Company that are required by the Constitution to be determined by the Shareholders, must be made at a general meeting which may be held in person or by teleconference or video link.

Ordinary Resolution

Unless applicable law or the Constitution requires a Special Resolution, an Ordinary Resolution of Shareholders is passed if more than 50% of the votes at the meeting are cast in favor of the Resolution by Shareholders in person or proxy entitled to vote upon the relevant resolution.

Special Resolution

A Special Resolution is passed if the notice of meeting sets out the intention to propose the Special Resolution and it is passed if at least 75% of the votes at the meeting are cast by Shareholders in person or proxy entitled to vote upon the relevant resolution.

Shareholder Voting Rights

Each Shareholder is entitled to receive notice of and to be present, to vote and to speak at a general meeting.

At a general meeting, subject to any rights or restrictions attached to a class of shares, each Shareholder has one (1) vote on a show of hands and one (1) vote for each Share it holds, on a poll.

Exchange Controls

Australia has largely abolished exchange controls on investment transactions. The Australian dollar is freely convertible into U.S. dollars. In addition, there are currently no specific rules or limitations regarding the export from Australia of profits, dividends, capital or similar funds belonging to foreign investors, except that certain payments to non-residents must be reported to the Australian Cash Transaction Reports Agency ("**AUSTRAC**"), which monitors such transaction, and amounts on account of potential Australian tax liabilities may be required to be withheld unless a relevant taxation treaty can be shown to apply.

The Foreign Acquisitions and Takeovers Act 1975

Under Australian law, foreign persons acquiring shares in an Australian company may require approval from the Australian Treasurer prior to undertaking the acquisition. These requirements are set forth in the Australian Foreign Acquisitions and Takeovers Act 1975 and the Foreign Acquisitions and Takeovers Regulations 2015 (together, "Australia's Foreign Investment Regime").

Under Australia's Foreign Investment Regime, as currently in effect, foreign persons must make a mandatory notification to the Australian Treasurer through the Foreign Investment Review Board ("**FIRB**") and obtain receipt of a no objections notification from the Australian Treasurer in the following circumstances (among others):

- all foreign persons acquiring a 'direct interest' (generally an interest of 10% or more) of the shares in a company that is a 'national security business', regardless of value;
- 'foreign government investors' acquiring a direct interest in the share of any company, regardless of value; and
- foreign persons that are not 'foreign government investors' acquiring a 'substantial interest' (generally 20% or more) of the shares in a company which has a total asset value of AUD$289 million or more (or AUD$1,250 million or more in the case of investors incorporated in the US and ultimately owned by entities and persons within the US).

Please note that acquisitions thresholds take account of interests held by 'associates' and there are tracing rules that can apply.

At present, we do not have total assets of AUD$289 million and we are not a 'national security business.

An entity is a 'foreign government investor' ("**FGI**") if it is:

- a foreign government or separate government entity; or
- a corporation, trust or limited partnership in which foreign government entities/separate government entities/FGIs from:
    - a single country, together with associates, hold (directly or indirectly) an interest of 20% or more (including through actual or potential voting power); or
    - multiple countries, together with associates, hold (directly or indirectly) interests of 40% or more in aggregate (including through actual or potential voting power) — provided the interest holders do not meet certain passive investor requirements.

"Associates" is a broadly defined term under Australia's Foreign Investment Regime and includes:

- spouses, lineal ancestors and descendants, and siblings;
- partners, officers of companies, the company, employers and employees, and corporations;
- their shareholders related through substantial shareholdings or voting power;
- corporations whose directors are controlled by the person, or who control a person; and
- associations between trustees and substantial beneficiaries of trust estates.

There are criminal and civil penalties for breaches of Australia's Foreign Investment Regime. A breach includes failing to give notice to the Treasurer and obtaining approvals, where notification is mandatory. In addition, the Treasurer may make orders, including requiring the acquirer to dispose of the shares it has acquired within a specified period of time, or imposing conditions if he considers the transaction to be contrary to Australia's national interest or contrary to Australia's national security if an application is not made.

Each foreign person seeking to acquire holdings in excess of the above caps (including their associates, as the case may be) would need to complete an application form setting out the proposal and relevant particulars of the acquisition/shareholding. The Australian Treasurer then has 30 days to consider the application and a further 10 days to notify the applicant of that decision. The decision period commences upon receipt of payment of the correct application fee. However, FIRB can request an extension of time. If the applicant does not consent to the extension, FIRB can issue an interim order preventing the foreign person from carrying out the proposed transactions and allowing FIRB a further 90 days to consider the application.

If we become a 'foreign person' under Australia's Foreign Investment Regime, we would be required to obtain the approval of the Australian Treasurer for us, together with our associates, to undertake certain acquisitions of Australian entities, businesses and land.

Due to broad tracing rules in Australia's Foreign Investment Regime, the percentage of foreign ownership in us may influence the foreign person status of any Australian company or business in which it may choose to invest. We have no current plans for any such acquisition and do not own any property.

Our Constitution does not contain any additional limitations on a non-resident's right to hold or vote our securities.

Australian law requires any off-market transfer of our shares to be made in writing.

Liquidation Rights

After satisfaction of the claims of creditors, preferential payments to holders of preferred shares and subject to any special rights or restrictions attached to the Ordinary Shares, on a winding up, any available assets must be used to repay the capital contributed by the holders of the Ordinary Shares and any surplus must be distributed among the holders of the Ordinary Shares in proportion to the number of fully paid Ordinary Shares held by them. For this purpose, a partly paid share is treated as a fraction of a Share equal to the proportion which the amount paid bears to the total issue price of the Share before the winding up began.

If we experience financial problems, our board of directors may appoint an administrator to take over the Company's operations to see it is able to come to an arrangement with its creditors. If the Company cannot reach a commercial arrangement with its creditors, then the Company may be wound up.

In certain instances, a receiver, or receiver and manager, may be appointed by an order of a Court or under an agreement with a secured creditor to take over some or all of the assets of a company. A receiver may be appointed, for example, because an amount owed to a secured creditor is overdue.

A company may be wound up by order of a Court, or voluntarily if its Shareholders pass a Special Resolution to do so. A liquidator is appointed when a Court orders a company to be wound up or if the Shareholders of a company pass a Special Resolution to wind up the company. In such instances, a liquidator is appointed to administer the winding up of a company.

DESCRIPTION OF SECURITIES IN THIS OFFERING

The following description of the material terms of the Ordinary Shares includes a summary of the specified terms of the Constitution and of applicable Australian law. The following description is intended as a summary only and does not constitute legal advice regarding those matters and should not be regarded as such. Unless stated otherwise, this description does not address any (proposed) provisions of Australian law that have not become effective as per the date of this prospectus. The description is qualified in its entirety by reference to the complete text of the Constitution, which is attached as Exhibit 3.1 to this prospectus. We urge you to read the full text of the Constitution.

Share Capital

We have 8,118,075 Ordinary Shares issued and outstanding as of the date of this prospectus. We expect to have 8,138,075 Ordinary Shares issued and outstanding immediately before the offering: (i) 8,118,075 Ordinary Shares outstanding as of the date of this prospectus, *plus* (ii) 20,000 Ordinary Shares expected to be issued at listing pursuant to an agreement in February 2024, but excluding any shares issuable upon conversion of the Convertible Notes. We expect to have 9,438,075 Ordinary Shares (or 9,633,075 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares), which excludes any shares issuable upon conversion of the Convertible Notes, issued and outstanding immediately after the offering: the 8,138,075 Ordinary Shares expected to be outstanding immediately before the offering as described above plus 1,300,000 Ordinary Shares (or 1,495,000 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares).

Our board of directors may determine the issue prices and terms for the Ordinary Shares or other securities of our company, and may further determine any other provisions relating to such issue of Ordinary Shares or other securities. We may also issue and redeem redeemable securities on such terms and in such manner as our board of directors shall determine.

Our Ordinary Shares are not redeemable and, upon the conversion of the Company into a public company, do not have any preemptive rights.

Meetings of Shareholders and Voting Rights

Under Australian law, we are required to hold an annual general meeting at least once every calendar year and within five months after the end of each financial year. All meetings, other than the annual general meeting of shareholders, are referred to in the Constitution as "general meetings." Our board of directors may call general meetings of our shareholders whenever it sees fit, at such time and place, as it may determine. In addition, our board of directors is obliged to call a general meeting, if requested to do so, by our shareholders with at least 5% of votes that may be cast at the general meeting.

At a general meeting of our company, every shareholder of our company present in person or by proxy, attorney or representative, has one vote on a show of hands and, on a poll, one vote for each Ordinary Share held. On a poll, every shareholder of our company (or his or her proxy, attorney or representative) is entitled to one vote for each fully paid Ordinary Share held and, in respect of each partly paid Ordinary Share, is entitled to a fraction of a vote equivalent to the proportion in which the amount paid up (not credited) on that partly paid Ordinary Share bears to the total amounts paid and payable (excluding amounts credited) on that Ordinary Share. The chairperson does not have a casting vote.

Dividends

Subject to the Corporations Act, the Constitution and any special terms and conditions of issue, our board of directors may, from time to time, resolve to pay a dividend or declare any interim, special or final dividend as, in their judgment, the financial position of our company justifies and subject to applicable rules.

Our board of directors may fix the amount, time and method of payment of the dividends. The payment, resolution to pay, or declaration of a dividend does not require any confirmation by a general meeting.

The Constitution contains a provision allowing our board of directors, on the terms and conditions they think fit, to establish, amend, suspend or terminate a dividend reinvestment plan (under which the whole or any part of any dividend or interest due to members may be applied in subscribing for Ordinary Shares).

Notices

Every shareholder of our company is entitled to receive notice of and, except in certain circumstances, attend and vote at our general meetings and to receive all notices, accounts and other documents required to be sent to our shareholders under the Constitution, the Corporations Act. Under the Corporations Act, at least 21 days' notice of meeting must be given to our shareholders. While we are listed on the Nasdaq Capital Market, or Nasdaq, notice must be given within any time limits prescribed by the Nasdaq rules.

Transfer of Our Ordinary Shares

Subject to the Constitution and to any restrictions attached to any Ordinary Share or classes of shares, our Ordinary Shares may be transferred by DTC transfer or by written transfer in any usual form or in any form approved by our board of directors and permitted by the Corporations Act. Our board of directors may, in circumstances permitted by the Constitution, declines to register a transfer of Ordinary Shares. If our board of directors decline to register a transfer, we must give the party lodging the transfer written notice of the refusal and the reason for refusal.

Issue of Our Ordinary Shares

Subject to the Constitution and the Corporations Act and any special rights conferred on the holders of any shares or class of shares, our board of directors may issue shares, reclassify or convert shares, cancel or otherwise dispose of shares, or grant options over unissued shares to any person and they may do so at such times and on the conditions they think fit. The shares may be issued with preferred, deferred or special rights, or special restrictions about dividends, voting, return of capital, participation in the property of our company on a winding up or otherwise as our board of directors see fit.

Issue of Preference Shares

We may issue preference shares, including preference shares which are, or at the option of us or a holder are, liable to be redeemed or converted into Ordinary Shares. The rights attaching to preference shares are those determined by the board. All preference shares issued by the company confer on the holders of those preference shares the same rights as holders of Ordinary Shares to receive notices, reports and accounts and to attend general meetings of the company. The right to vote of the holder of preference shares is subject to the Constitution and other terms determined by the board.

Winding Up

If we are wound up, then subject to the Constitution and to the rights or restrictions attached to a class of shares, any surplus assets must be divided among our shareholders in proportion to the shares held by them (irrespective of the amounts paid or credited as paid on the shares), less any amounts which remain unpaid on these shares at the time of distribution.

Variation of Class Rights

Subject to the Corporations Act and the terms of issue of a class of shares, wherever the capital of our company is divided into different classes of shares, the rights attached to any class of shares may be varied with:

- the written consent of the holders of at least 75% of the shares issued in the particular class; or
- the sanction of a special resolution passed at a separate meeting of the holders of shares in that class.

Our Board of Directors — Appointment and Retirement

Under the Constitution, the number of our board of directors shall be a minimum of three (3) directors and a maximum of nine (9) directors or such number as we resolve to authorize at a general meeting. Our directors are elected or re-elected by resolution by our shareholders at our general meetings.

Our board of directors may also appoint a director to fill a casual vacancy on our board or in addition to the existing directors, who will then hold office until our next annual general meeting and is then eligible for election at that meeting. No director of our company may hold office without re-election for more than five years or past the fifth annual general meeting following the meeting at which the director was last elected or re-elected (whichever is later).

Our Directors — Voting

Questions arising at a meeting of our board of directors will be decided by a majority of votes of the directors present at the meeting and entitled to vote on the matter. In the case of an equality of votes on a resolution, the Chair of the meeting has a second or casting vote.

A written resolution of our board of directors may be passed without holding a meeting, if all directors have been given notice of that resolution and a majority of all of our directors sign or assent to the resolution(other than our directors permitted not to vote on the resolution in accordance with the terms of the Constitution).

Powers and Duties of Our Directors

Our board of directors is responsible for managing our business and may exercise all the powers of us, which are not required by law or by the Constitution, to be exercised by us in general meeting.

Indemnification of Directors and Officers

We, to the extent permitted by law, must indemnify each person who is a current or former director of our company, officer or secretary of our company, and such other officers or former officers of our company as our directors in each case determine, against any losses or liability incurred by that person as an officer of our company.

We, to the extent permitted by law, may enter into and pay premiums on a contract insuring any person who is a current or former director of our company, officer or secretary of our company, and such other officers or former officers of our company as our directors in each case determine, against any liability incurred by the person as an officer or auditor of our company.

Amendment

The Constitution may only be amended in accordance with the Corporations Act, which requires a special resolution passed by at least 75% of our shareholders present (in person or by proxy, attorney or representative) and entitled to vote on the resolution at a general meeting of our company. Under the Corporations Act, we must give at least 21 days' written notice of our intention to propose a resolution as a special resolution.

Takeover Provisions

The takeover provisions in Chapter 6 of the Corporations Act restrict acquisitions of shares in listed companies, and unlisted companies with more than 50 members, if the acquirer's (or another party's) relevant interest in voting shares would increase to above 20%, or would increase from a starting point that is above 20% and below 90%, unless certain exceptions apply.

Certain Disclosure Obligations

Under our Constitution, we are subject to continuous disclosure obligations under the Corporations Act. This requires us to disclose on our website located at *www.gelteq.com* and to the ASIC information not generally available that a reasonable person would expect to have a material effect on the price or value of its securities. We take all actions necessary to comply with our continuous disclosure obligations under the Corporations Act.

Reporting Under Australian Law

Under our Constitution, we are subject to financial reporting obligations under the Corporations Act. This requires us to prepare, audit and lodge with ASIC half-year and annual reports.

Periodic Reporting Under U.S. Securities Law

We are a "foreign private issuer" under the securities laws of the United States. Under the securities laws of the United States, "foreign private issuers" are subject to different disclosure requirements than U.S. registrants. We take all actions necessary to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act, the rules adopted by the SEC and Nasdaq listing standards. Subject to certain exceptions, the Nasdaq listing rules permit a "foreign private issuer" to comply with its home country rules in lieu of the listing requirements of Nasdaq.

Additionally, because we qualify as a "foreign private issuer" under the Exchange Act, we are exempt from certain provisions of the securities rules and regulations in the U.S. that are applicable to U.S. domestic issuers, including:

(i) the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q or current reports on Form 8-K;

(ii) the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act;

(iii) the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and

(iv) the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We are required to file an annual report on Form 20-F within four months of the end of each fiscal year. Press releases relating of financial results and material events will also be furnished to the SEC on Form 6-K.

Certain Insider Trading and Market Manipulation Laws

Australian and U.S. law each contain rules intended to prevent insider trading and market manipulation. The following is a general description of those laws as such laws exist as of the date of this document, and should not be viewed as legal advice for specific circumstances.

We have adopted an insider trading policy. This policy provides, among other things, rules on transactions by members of our board of directors and our employees in our Ordinary Shares or in financial instruments, the value of which is determined by the value of the shares.

United States

The United States securities laws generally prohibits any person from trading in a security while in possession of material, non-public information or assisting someone who is engaged in doing the same. The insider trading laws cover not only those who trade based on material, non-public information, but also those who disclose material non-public information to others who might trade on the basis of that information (known as "tipping"). A "security" includes not just equity securities, but any security (e.g. derivatives). Thus, our board of directors, officers and other employees may not purchase or sell shares or other securities of our company when he or she is in possession of material, non-public information about our company (including our business, prospects or financial condition), nor may they tip any other person by disclosing material, non-public information about our company.

Australia

The Australian securities laws generally prohibits any person from trading in a financial product while in possession of information which is not generally available and, if it were, would be likely to have a material effect on the price or value of the financial product. The insider trading laws cover not only those who trade based on material, non-public information, but also those who directly or indirectly communicate material non-public information to someone who they think might trade, enter into agreements to trade or get another person to trade. A "financial product" includes not only equity securities, but any financial product (e.g., derivatives, debentures). Thus, our board of directors, officers and other employees may not purchase or sell shares or other securities of our company when he or she is in possession of material, non-public information about our company(including our business, prospects or financial condition), nor may they tip any other person by disclosing material, non-public information about our company.

SHARES ELIGIBLE FOR FUTURE SALE

We have 8,118,075 Ordinary Shares issued and outstanding as of the date of this prospectus. We expect to have 8,138,075 Ordinary Shares issued and outstanding immediately before the offering: (i) 8,118,075 Ordinary Shares outstanding as of the date of this prospectus, *plus* (ii) 20,000 Ordinary Shares expected to be issued at listing pursuant to an agreement in February 2024 but excluding any shares issuable upon conversion of the Convertible Notes. We expect to have 9,438,075 Ordinary Shares (or 9,633,075 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares), which excludes any shares issuable upon conversion of the Convertible Notes, issued and outstanding immediately after the offering excluding any shares issuable upon conversion of the Convertible Notes: the 8,138,075 Ordinary Shares expected to be outstanding immediately before the offering as described above plus 1,300,000 Ordinary Shares (or 1,495,000 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares).

We plan to apply to list the Ordinary Shares on the Nasdaq Capital Market, or Nasdaq, we cannot assure you that an active trading market for the Ordinary Shares will develop.

We expect our board of directors to adopt an equity incentive plan prior to the consummation of this offering to provide an additional means through the grant of awards to attract, motivate, retain and reward selected key employees and other eligible persons. We also intend to obtain approval of this plan from our shareholders prior to the consummation of this offering. A summary of the terms we expect to apply to the equity incentive plan are set forth herein under *"Executive Compensation."*

Rule 144

In general, a person who has beneficially owned restricted Ordinary Shares for at least six months would be entitled to sell their securities pursuant to Rule 144 under the Securities Act provided that (1) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (2) we have been subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned restricted Ordinary Shares for at least six months, but who are our affiliates at the time of, or at any time during the 90 days preceding a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1.0% of the number of Ordinary Shares then outstanding, which will equal approximately 94,381 Ordinary Shares (or 96,331 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares) immediately after the closing of this offering; and
- the average weekly trading volume of the Ordinary Shares during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we have been subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144. Non-affiliate resales of restricted shares under Rule 144 also are subject to the availability of current public information about us until a period of one year has elapsed since the securities were acquired from the issuer or an affiliate of the issuer.

Lock-Up Agreements

Public Offering Lock-Up Agreement

Our officers, directors and holders of 4% or greater of our issued and outstanding Ordinary Shares have agreed not to sell, transfer or dispose of any Ordinary Shares or similar securities (the foregoing transfer restrictions, the "**Lock-Up**") for a period of 6 months from the initial closing of this offering.

Pre-IPO Lock-Up Agreement

In connection with the Pre-IPO Raise, each of the investors in the Pre-IPO Raise (each a "**Pre-IPO Investor**") agreed to the following lock-up agreement with respect to the Ordinary Shares purchased in the Pre-IPO Raise (the "**Pre-IPO Shares**"):

- From and after the effective date of such Pre-IPO Investor's respective executed subscription agreement for the Pre-IPO Shares and until the 180th day after the date the Ordinary Shares is first listed on Nasdaq (such first trading day, the "Lock-Up Trigger Date"), the Pre-IPO Investor agrees not to sell, transfer or otherwise dispose of the Pre-IPO Shares.
- Between the 181st and 270th day after the Lock-Up Trigger Date, the Pre-IPO Investor agrees not to sell, transfer or otherwise dispose of more than one-third of the Pre-IPO Shares, subject to a maximum sale on any trading day of 3% of the daily volume.
- Between the 271st and 365th day after the Lock-Up Trigger Date, the Pre-IPO Investor agrees not to sell, transfer or otherwise dispose of more than one-third of the Pre-IPO Shares, subject to a maximum sale on any trading day of 3% of the daily volume.
- After the 365th day after the Lock-Up Trigger Date, the Pre- IPO Investor shall no longer be subject to the foregoing lock-up.

Notwithstanding the above, commencing 90 days after the Lock-Up Trigger Date, if the price per share of the Ordinary Shares is at least 50% higher than the IPO Price (as defined below) per share and trades at least 100,000 shares daily, both for ten consecutive trading days, the Pre-IPO Investor may sell one-third of its Pre-IPO Shares subject to a maximum sale on any trading day of 3% of the daily volume; and if the price of the Ordinary Shares is at least 100% higher than the IPO Price per share and trades at least 100,000 shares daily, both for ten consecutive trading days, the Pre-IPO Investor may sell up to an additional one-third of its Pre-IPO Shares subject to a maximum sale on any trading day of 3% of the daily volume; and if the price of the Ordinary Shares is at least 150% higher than the IPO Price per share and trades at least 100,000 shares daily, both for ten (10) consecutive trading days, the Pre-IPO Investor may sell an additional one-third of the Pre-IPO Shares constituting a maximum total of all of its Pre-IPO Shares subject to a maximum sale on any trading day of 3% of the daily volume. For purpose of this term, the "IPO Price" shall mean the price of the Ordinary Shares first sold to the public pursuant to this offering commencing on Nasdaq.

Rule 701

Rule 701 under the Securities Act permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, senior management or directors who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares subject also to Australian law.

The SEC has indicated that Rule 701 will apply to typical options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after an issuer becomes subject to the reporting requirements of the Exchange Act.

MATERIAL UNITED STATES AND AUSTRALIAN FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain material U.S. federal income tax considerations to U.S. Holders and Non-U.S. Holders (each as defined below) of the ownership and disposition of Ordinary Shares. This discussion applies only to Ordinary Shares that are held as "capital assets" within the meaning of Section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") (generally, property held for investment).

United States Income Tax Considerations

The following does not purport to be a complete analysis of all potential tax considerations arising in connection with the ownership and disposal of Ordinary Shares. The effects and considerations of other U.S. federal tax laws, such as estate and gift tax laws, alternative minimum or Medicare contribution tax consequences and any applicable state, local or non-U.S. tax laws are not discussed. This discussion is based on the Code, Treasury regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the "IRS"), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect the tax consequences discussed below. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance the IRS will not take or a court will not sustain a contrary position to that discussed below regarding the tax consequences discussed below.

This discussion does not address all U.S. federal income tax consequences relevant to a holder's particular circumstances. In addition, it does not address consequences relevant to holders subject to special rules, including, without limitation:

- regulated investment companies and real estate investment trusts;
- brokers, dealers or traders in securities;
- traders in securities that elect to mark to market interested party transactions that require shareholder approval;
- tax-exempt organizations or governmental organizations;
- U.S. expatriates and former citizens or long-term residents of the United States;
- persons holding Ordinary Shares as part of a hedge, straddle, constructive sale, or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to Ordinary Shares being taken into account in an applicable financial statement;
- persons that actually or constructively own 5% or more (by vote or value) of the Ordinary Shares;
- "controlled foreign corporations," "passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;
- S corporations, partnerships or other entities or arrangements treated as partnerships or other flow-through entities for U.S. federal income tax purposes (and investors therein);
- U.S. Holders having a functional currency other than the U.S. dollar;
- persons who hold or received Ordinary Shares pursuant to the exercise of any employee stock option or otherwise as compensation; and
- tax-qualified retirement plans.

For purposes of this discussion, a "U.S. Holder" is any beneficial owner of Ordinary Shares that is for U.S. federal income tax purposes:

- in individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation) created or organized under the laws of the United States, any state thereof, or the District of Columbia;

- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a "United States person" (within the meaning of Section 7701(a)(30) of the Code) for U.S. federal income tax purposes.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Ordinary Shares, the tax treatment of an owner of such entity will depend on the status of the owners, the activities of the entity or arrangement and certain determinations made at the partner level. Accordingly, entities or arrangements treated as partnerships for U.S. federal income tax purposes and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES APPLICABLE TO HOLDERS OF ORDINARY SHARES WILL DEPEND ON EACH HOLDER'S PARTICULAR TAX CIRCUMSTANCES. YOU ARE URGED TO CONSULT YOUR TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE, AND LOCAL, AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES TO YOU, IN LIGHTOF YOUR PARTICULAR INVESTMENT OR TAX CIRCUMSTANCES, OF ACQUIRING, HOLDING, AND DISPOSING OF ORDINARY SHARES.

U.S. Holders

Distributions on Ordinary Shares

If we make distributions of cash or property on the Ordinary Shares, the gross amount of such distributions (including any amount of foreign taxes withheld) will be treated for U.S. federal income tax purposes first as a dividend to the extent of its current and accumulated earnings and profits(as determined for U.S. federal income tax purposes), and then as a tax-free return of capital to the extent of the U.S. Holder's tax basis, with any excess treated as capital gain from the sale or exchange of the shares. Because we do not expect to provide calculations of its earnings and profits under U.S. federal income tax principles, a U.S. Holder should expect all cash distributions to be reported as dividends for U.S. federal income tax purposes. Any dividend will not be eligible for the dividends received deduction allowed to corporations in respect of dividends received from U.S. corporations.

Subject to the discussions below under "— *Passive Foreign Investment Company Rules*," dividends received by certain non-corporate U.S. Holders (including individuals) may be "qualified dividend income," which is taxed at the lower applicable long-term capital gains rate, provided that:

- either (a) the Ordinary Shares are readily tradable on an established securities market in the United States, or (b) we are eligible for the benefits of the Convention between the Government of the United States of America and the Government of the Australia for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income (the "Treaty");
- we are neither a PFIC (as discussed below under "— *Passive Foreign Investment Company Rules*") nor treated as such with respect to the U.S. Holder in any taxable year in which the dividend is paid or the preceding taxable year;
- the U.S. Holder satisfies certain holding period requirements; and
- certain other requirements are met.

U.S. Holders should consult their own tax advisors regarding the availability of the lower rate for dividends paid with respect to Ordinary Shares. Subject to certain exceptions, dividends on Ordinary Shares will constitute foreign source income and generally passive income for foreign tax credit limitation purposes.

Sale, Exchange, Redemption or Other Taxable Disposition of Ordinary Shares

Subject to the discussion below under "— *Passive Foreign Investment Company Rules*," a U.S. Holder generally will recognize gain or loss on any sale, exchange, redemption or other taxable disposition of Ordinary Shares in an amount equal to the difference between (i) the amount realized on the disposition and (ii) such U.S. Holder's adjusted tax basis

in such Ordinary Shares, as the case may be. Any gain or loss recognized by a U.S. Holder on a taxable disposition of Ordinary Shares generally will be capital gain or loss. A non-corporate U.S. Holder, including an individual, who has held the Ordinary Shares for more than one year generally will be eligible for reduced tax rates for such long-term capital gains. The deductibility of capital losses is subject to limitations.

Any such gain or loss recognized generally will be treated as U.S. source gain or loss. U.S. Holders are urged to consult their own tax advisor regarding the ability to claim a foreign tax credit and the application of the Treaty to such U.S. Holder's particular circumstances.

Passive Foreign Investment Company Rules

The treatment of U.S. Holders of Ordinary Shares could be materially different from that described above, if we are treated as a PFIC for U.S. federal income tax purposes. A non-U.S. entity treated as a corporation for U.S. federal income tax purposes generally will be a PFIC for U.S. federal income tax purposes for any taxable year if either (1) at least 75% of its gross income for such year is passive income or (2) at least 50% of the value of its assets (generally based on an average of the quarterly values of the assets) during such year is attributable to assets that produce passive income or are held for the production of passive income. For this purpose, we will be treated as owning its proportionate share of the assets and earning its proportionate share of the income of any other entity treated as a corporation for U.S. federal income tax purposes in which we own, directly or indirectly, 25% or more (by value) of the stock. Based on the current and anticipated composition of the income, assets and operations and our subsidiaries, we do not believe it will be treated as a PFIC for the current taxable year.

However, whether we or any of our subsidiaries are a PFIC for any taxable year is a factual determination that depends on, among other things, the composition of our income and assets, our market value and the market value of our subsidiaries' shares and assets. Changes in the composition of our income or asset may cause us to be or become a PFIC for the current or subsequent taxable years. In addition, whether we are treated as a PFIC for U.S. federal income tax purposes is determined annually after the close of each taxable year and, thus, is subject to significant uncertainty. Moreover, the application of the PFIC rules is subject to uncertainty in several respects, and we cannot assure you that the IRS will not take a contrary position or that a court will not sustain such a challenge by the IRS. Accordingly, there can be no assurances that we will not be treated as a PFIC for the current taxable year or in any future taxable year.

Under the PFIC rules, if we were considered a PFIC at any time that a U.S. Holder owns Ordinary Shares, we would continue to be treated as a PFIC with respect to such U.S. Holder's investment unless (i) it ceased to be a PFIC and (ii) the U.S. Holder made a "deemed sale" election` under the PFIC rules. If such election is made, a U.S. Holder will be deemed to have sold its Ordinary Shares at their fair market value on the last day of the last taxable year in which we are classified as a PFIC, and any gain from such deemed sale would be subject to the consequences described below. After the deemed sale election, the Ordinary Shares with respect to which the deemed sale election was made will not be treated as shares in a PFIC unless we subsequently become a PFIC.

For each taxable year that we are treated as a PFIC with respect to a U.S. Holder's Ordinary Shares, the U.S. Holder will be subject to special tax rules with respect to any "excess distribution" (as defined below) received and any gain realized from a sale or disposition (including a pledge) of its Ordinary Shares (collectively the "Excess Distribution Rules"), unless the U.S. Holder makes a valid QEF election or mark-to-market election as discussed below. Distributions received by a U.S. Holder in a taxable year that are greater than 125% of the average annual distributions received during the shorter of the three preceding taxable years or the U.S. Holder's holding period for the Ordinary Shares will be treated as excess distributions. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over the Ordinary Shares held by the U.S. Holder;
- the amount allocated to the current taxable year, and any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are a PFIC, will be treated as ordinary income; and
- the amount allocated to each other taxable year will be subject to the highest tax rate in effect for individuals or corporations, as applicable, for each such year and the interest charge generally applicable to underpayments of tax will be imposed on the resulting tax attributable to each such year.

Under the Excess Distribution Rules, the tax liability for amounts allocated to taxable years prior to the year of disposition or excess distribution cannot be offset by any net operating losses, and gains (but not losses) realized on the sale of the Ordinary Shares cannot be treated as capital gains, even though the U.S. Holder holds the Ordinary Shares as capital assets.

Certain of the PFIC rules may impact U.S. Holders with respect to equity interests in subsidiaries and other entities which we may hold, directly or indirectly, that are PFICs (collectively, "Lower-Tier PFICs"). There can be no assurance, however, that we do not own, or will not in the future acquire, an interest in a subsidiary or other entity that is or would be treated as a Lower-Tier PFIC. U.S. Holders should consult their own tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

If we are a PFIC, a U.S. Holder of Ordinary Shares may avoid taxation under the Excess Distribution Rules described above by making a "qualified electing fund" ("**QEF**") election. However, a U.S. Holder may make a QEF election with respect to its Ordinary Shares only if we provide U.S. Holders on an annual basis with certain financial information specified under applicable U.S. Treasury regulations. Because we do not intend to provide such information, however, the QEF Election will not be available to U.S. Holders with respect to Ordinary Shares.

Alternatively, a U.S. Holder of "marketable stock" (as defined below) may make a mark-to-market election for its Ordinary Shares to elect out of the Excess Distribution Rules discussed above if we are treated as a PFIC. If a U.S. Holder makes a mark-to-market election with respect to its Ordinary Shares, such U.S. Holder will include in income for each year that we are treated as a PFIC with respect to such Ordinary Shares an amount equal to the excess, if any, of the fair market value of the Ordinary Shares as of the close of the U.S. Holder's taxable year over the adjusted basis in the Ordinary Shares. A U.S. Holder will be allowed a deduction for the excess, if any, of the adjusted basis of the Ordinary Shares over their fair market value as of the close of the taxable year. However, deductions will be allowed only to the extent of any net mark-to-market gains on the Ordinary Shares included in the U.S. Holder's income for prior taxable years. Amounts included in income under a mark-to-market election, as well as gain on the actual sale or other disposition of the Ordinary Shares, will be treated as ordinary income. Ordinary loss treatment will also apply to the deductible portion of any mark-to-market loss on the Ordinary Shares, as well as to any loss realized on the actual sale or disposition of the Ordinary Shares, to the extent the amount of such loss does not exceed the net mark-to-market gains for such Ordinary Shares previously included in income. A U.S. Holder's basis in the Ordinary Shares will be adjusted to reflect any mark-to-market income or loss. If a U.S. Holder makes a mark-to-market election, any distributions we make would generally be subject to the rules discussed above under "— *Distributions on Ordinary Shares*," except the lower rates applicable to qualified dividend income would not apply.

The mark-to-market election is available only for "marketable stock," which is stock that is regularly traded on a qualified exchange or other market, as defined in applicable U.S. Treasury regulations. The Ordinary Shares, which are expected to be listed on Nasdaq, are expected to qualify as marketable stock for purposes of the PFIC rules, but there can be no assurance that Ordinary Shares will be "regularly traded" for purposes of these rules. Because a mark-to-market election cannot be made for equity interests in any Lower-Tier PFICs, a U.S. Holder will continue to be subject to the Excess Distribution Rules with respect to its indirect interest in any Lower-Tier PFICs as described above, even if a mark-to-market election is made for us.

If a U.S. Holder does not make a mark-to-market election (or a QEF election) effective from the first taxable year of a U.S. Holder's holding period for the Ordinary Shares in which we are a PFIC, then the U.S. Holder generally will remain subject to the Excess Distribution Rules. A U.S. Holder that first makes a mark-to-market election with respect to the Ordinary Shares in a later year will continue to be subject to the Excess Distribution Rules during the taxable year for which the mark-to-market election becomes effective, including with respect to any mark-to-market gain recognized at the end of that year. In subsequent years for which a valid mark-to-mark election remains in effect, the Excess Distribution Rules generally will not apply. A U.S. Holder that is eligible to make a mark-to-market with respect to its Ordinary Shares may do so by providing the appropriate information on IRS Form 8621 and timely filing that form with the U.S. Holder's tax return for the year in which the election becomes effective. U.S. Holders should consult their own tax advisors as to the availability and desirability of a mark-to-market election, as well as the impact of such election on interests in any Lower-Tier PFICs.

A U.S. Holder of a PFIC may be required to file an IRS Form 8621 on an annual basis. U.S. Holders should consult their own tax advisors regarding any reporting requirements that may apply to them if we are a PFIC.

U.S. Holders are strongly encouraged to consult their tax advisors regarding the application of the PFIC rules to their particular circumstances.

Non-U.S. Holders

The section applies to Non-U.S. Holders of Ordinary Shares. For purposes of this discussion, a Non-U.S. Holder means a beneficial owner (other than a partnership or an entity or arrangement so characterized for U.S. federal income tax purposes) of Ordinary Shares that is not a U.S. Holder, including:

- a nonresident alien individual, other than certain former citizens and residents of the United States;
- a foreign corporation; or
- a foreign estate or trust.

U.S. Federal Income Tax Consequences of the Ownership and Disposition of Ordinary Shares toNon-U.S. Holders

Any (i) distributions of cash or property paid to a Non-U.S. Holders in respect of Ordinary Shares or (ii) gain realized upon the sale or other taxable disposition of Ordinary Shares generally will not be subject to U.S. federal income taxation unless:

- the gain or distribution is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable); or
- in the case of any gain, the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

Gain or distributions described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Non-U.S. Holders should consult their own tax advisors regarding potentially applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Information reporting requirements may apply to distributions received by U.S. Holders of Ordinary Shares, and the proceeds received on sale or other taxable the disposition of Ordinary Shares effected within the United States (and, in certain cases, outside the United States), in each case other than U.S. Holders that are exempt recipients (such as corporations). Backup withholding may apply to such amounts if the U.S. Holder fails to provide an accurate taxpayer identification number (generally on an IRS Form W-9 provided to the paying agent of the U.S. Holder's broker) or is otherwise subject to backup withholding. Any distributions with respect to Ordinary Shares and proceeds from the sale, exchange, redemption or other disposition of Ordinary Shares may be subject to information reporting to the IRS and possible U.S. backup withholding. U.S. Holders should consult their own tax advisors regarding the application of the U.S. information reporting and backup withholding rules.

Information returns may be filed with the IRS in connection with, and Non-U.S. Holders may be subject to backup withholding on amounts received in respect of, a Non-U.S. Holder's Ordinary Shares, unless the Non-U.S. Holder furnishes to the applicable withholding agent the required certification as to its non-U.S. status, such as by providing a valid IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI, as applicable, or the Non-U.S. Holder otherwise establishes an exemption. Distributions paid with respect to Ordinary Shares and proceeds from the sale of other disposition of Ordinary Shares received in the United States by a Non-U.S. Holder through certain U.S.-related financial intermediaries may be subject to information reporting and backup withholding unless such Non-U.S. Holder provides proof an applicable exemption or complies with certain certification procedures described above, and otherwise complies with the applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding generally may be credited against the taxpayer's U.S. federal income tax liability, and a taxpayer may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for a refund with the IRS and furnishing any required information.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES APPLICABLE TO HOLDERS OF ORDINARY SHARES WILL DEPEND ON EACH HOLDER'S PARTICULAR TAX CIRCUMSTANCES. YOU ARE URGED TO CONSULT YOUR TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE, AND LOCAL, AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES TO YOU, IN LIGHTOF YOUR PARTICULAR INVESTMENT OR TAX CIRCUMSTANCES, OF ACQUIRING, HOLDING, AND DISPOSING OF ORDINARY SHARES.

Australian Income Tax Considerations

This section below provides a general summary of the Australian tax considerations generally applicable to Australian resident and non-Australian resident shareholders of Gelteq with respect to the ownership and disposition of Ordinary Shares.

The discussion in this section deals only with the Australian taxation implications of the ownership and disposition of Ordinary Shares if you hold your Ordinary Shares as investments on capital account.

These comments do not apply to you if you:

- hold your securities as revenue assets or trading stock (which will generally be the case if you are a bank, insurance company or carry on a business of share trading); or
- are assessed on gains and losses on the securities under the taxation of financial arrangements **"TOFA"** provisions in Division 230 of the Income Tax Assessment Act 1997.

The Australian taxation implications of holding and disposing of the Ordinary Shares will vary depending upon your particular circumstances. Accordingly, it should not be relied upon as taxation advice and you should seek and rely upon your own professional advice before concluding on the particular taxation treatment that will apply to you. Furthermore, the discussion below is based upon the Australian income tax laws, applicable case law, regulations and published rulings, determinations and statement of administrative practice of the Australian Taxation Office as at the date of this filing. During the period of ownership of the Ordinary Shares by shareholders, the taxation laws of Australia, or their interpretation, may change (possibly with retroactive effect).

Gelteq and its officers, employees, taxation or other advisers do not accept any liability or responsibility in respect of any statement concerning taxation consequences, or in respect of the taxation consequences.

This taxation summary is necessarily general in nature and is not exhaustive of all Australian tax consequences that could apply in all circumstances for shareholders. It is strongly recommended that each shareholder seek their own independent professional tax advice applicable to their particular circumstances.

This summary does not constitute financial product advice as defined in the Corporations Act. This summary is confined to certain taxation matters, based on the relevant Australian tax laws in force, established interpretations of that law and understanding of the practice of the relevant tax authority at the date of this summary. This summary does not take into account the tax laws of countries other than Australia.

Australian Resident Shareholders

This section applies to shareholders who are residents of Australia for income tax purposes and hold their shares as investments on capital account.

Taxation in respect of dividends on Ordinary Shares

Dividends paid by Gelteq on a share should constitute assessable income of an Australian tax resident shareholder. Australia has a franking system wherein dividends can be franked and the shareholder receives a franking credit which effectively represents the corporate tax paid by the company. Dividends can be "fully franked", "partially franked" or "unfranked" and the maximum franking credit is calculated at the corporate tax rate (currently 30%).

Australian Resident Individuals and Complying Superannuation Entities

Australian tax resident shareholders who are individuals or complying superannuation entities should include the dividend in their assessable income in the year the dividend is paid, together with any franking credit attached to that dividend.

Subject to the comments in relation to "Qualified Persons" below, such shareholders should be entitled to a tax offset equal to the franking credit attached to the dividend. The tax offset can be applied to reduce the tax payable on the investor's taxable income. Where the tax offset exceeds the tax payable on the investor's taxable income, the investor should be entitled to a tax refund equal to the excess.

To the extent that the dividend is unfranked, an Australian individual shareholders will generally be taxed at their prevailing marginal rate on the dividend received (with no tax offset). Complying Australian superannuation entities will generally be taxed at the prevailing rate for complying superannuation entities on the dividend received (with no tax offset).

Corporate Shareholders

Corporate shareholders are also required to include both the dividend and the associated franking credits (if any) in their assessable income.

Subject to the comments in relation to "Qualified Persons" below, corporate shareholders should be entitled to a tax off setup to the amount of the franking credit attached to the dividend.

An Australian resident corporate shareholder should be entitled to a credit in its own franking account to the extent of the franking credits attached to the distribution received. This will allow the corporate shareholder to pass on the franking credits to its investor(s) on the subsequent payment off ranked dividends.

Excess franking credits received by corporate shareholders will not give rise to a refund entitlement for a company but can be converted into carry forward tax losses instead. This is subject to specific rules on how the carry forward tax loss is calculated and utilized in future years. For completeness, this tax loss cannot be carried back under the loss carry back tax offset rules introduced in the 2020-21 Federal Budget.

Trusts and Partnerships

Australian tax resident shareholders who are trustees (other than trustees of complying superannuation entities, which are dealt with above) or partnerships are also required to include any dividends and any franking credits in calculating the net income of the trust or partnership. Where a fully franked or partially franked dividend is received, an Australian resident trust beneficiary that is not under a legal disability and that is presently entitled to a share of the income of the trust estate in the relevant year of income, or the relevant partner in the partnership (as the case maybe), may be entitled to a tax offset by reference to the beneficiary's or partner's share of the net income of the trust or partnership.

To the extent that the dividend is unfranked, an Australian trustee (other than trustees of complying superannuation entities) or partnerships, will be required to include the unfranked dividend in the net income of the trust or partnership. An Australian resident trust beneficiary that is not under a legal disability and that is presently entitled to a share of the income of the trust estate (and not acting in a capacity as trustee) in the relevant year of income, or the relevant partner in the partnership, will generally be taxed at the relevant prevailing tax rate on their share of the net income of the trust or partnership (with no tax offset).

Additional or alternative considerations may be relevant in relation to shareholders that are trustees of specific categories of trust under Australian tax law (such as managed investment trusts, AMITs, or public trading trusts). The precise tax consequences for a trustee shareholder is a complex tax issue which requires analysis based on each shareholder's individual circumstances and the terms of the relevant trust deed. shareholders should obtain their own tax advice to determine these matters.

Qualified Persons

The benefit of franking credits can be denied where a shareholder is not a "qualified person" in which case the shareholder will not be able to include an amount for the franking credits in their assessable income and will not be entitled to a tax offset.

Broadly, to be a qualified person, a shareholder must satisfy the holding period rule and, if necessary, the related payment rule. The holding period rule requires a shareholder to hold the shares "at risk" for at least 45 days continuously during the qualification period — starting from the day after acquisition of the shares and ending 45 days after the shares become ex-dividend — in order to qualify for franking benefits.

This holding period rule is subject to certain exceptions, including where the total franking offsets of an individual in a year of income do not exceed AUD$5,000.

Whether you are qualified person is a complex tax issue which requires analysis based on each shareholder's individual circumstances. Holders of the Ordinary Shares should obtain their own tax advice to determine if these requirements have been satisfied.

Capital Gains Tax ("CGT") Implications

Disposal of Shares

For Australian tax resident shareholders, who hold their Ordinary Shares on capital account, the future disposal of Ordinary Shares will give rise to a CGT event at the time which the legal and beneficial ownership of the Ordinary Shares are disposed of shareholders will derive a capital gain on the disposal of their shares in Gelteq to the extent that the capital proceeds exceed the cost base of their Ordinary Shares.

A capital loss will be made where the capital proceeds are less than the reduced cost base of their Ordinary Shares. Where a capital loss is made, capital losses can only be offset against capital gains derived in the same or later incomes years. They cannot be offset against ordinary income nor carried back to offset net capital gains arising in earlier income years. Capital losses may be carried forward to future income years subject to the satisfaction of the Australian loss testing provisions.

Capital Proceeds

The capital proceeds should be equal to any consideration received by the shareholder in respect to the disposal of their Ordinary Shares.

Cost base of Ordinary Shares

The cost base of an Ordinary Share will generally be equal to the cost of acquiring the Ordinary Shares, plus any incidental costs of acquisition and disposal (i.e. brokerage costs and legal fees). However, to the extent that a roll-over was obtained in relation to the acquisition of the Ordinary Shares under the Australian scrip for scrip rules, the cost base should be equal to the inherited cost base of the pre-existing shares (i.e. the original interests).

CGT Discount

The CGT discount may apply to shareholders that are Australian tax resident individuals, complying Australian superannuation funds or trusts, who have held, or are taken to have held, their Ordinary Shares for at least 12 months (not including the date of acquisition or date of disposal) at the time of the disposal of their Ordinary Shares.

The impact of the scrip for scrip rollover provisions on the holding period should be considered at an individual shareholder level. However, it is expected that the acquisition date of the Ordinary Shares for the purposes of the CGT discount should be the acquisition date of the shareholder's pre-existing shares.

The CGT discount is:

- one-half if the shareholder is an individual or trustee: meaning only 50% of the capital gain will be included in the shareholder's assessable income; and
- one-third if the shareholder is a trustee of a complying superannuation entity: meaning only two-thirds of the capital gain will be included in the shareholder's assessable income.

The CGT discount is not available to shareholders that are companies.

If a shareholder makes a discounted capital gain, any current year and/or carried forward capital losses will be applied to reduce the undiscounted capital gain before the relevant CGT discount is applied. The resulting amount is then included in the shareholder's net capital gain for the income year and included in its assessable income.

The CGT discount rules relating to trusts are complex. Subject to certain requirements being satisfied, the capital gain may flow through to the beneficiaries in that trust, who will assess the eligibility for the CGT discount in their own right. Accordingly, we recommend trustees seek their own independent advice on how the CGT discount applies to the trust and its beneficiaries.

Non-Australian Resident Shareholders

This section applies to shareholders who are not residents of Australia for income tax purposes and hold their shares as investments on capital account.

Taxation in Respect of Dividends on Ordinary Shares

Non-Australian resident shareholders who do not have a permanent establishment in Australia should not be subject to Australian income tax but may be subject to Australian dividend withholding tax on their Gelteq dividends.

Franked Dividends

As outlined above, Australia has a franking system wherein dividends can be franked and Australian resident shareholders receive a franking credit which effectively represents the corporate tax paid by the underlying company (i.e. Gelteq). Dividends can be "fully franked", "partially franked" or "unfranked".

Dividends received by non-Australian resident shareholders which are franked should not be subject to Australian dividend withholding tax to the extent of the franking (i.e. if the dividend if fully franked, it should not be subject to Australian dividend withholding tax at all). However, refunds of franking credits are not available to non-Australian resident shareholders.

Dividends Attributable to Conduit Foreign Income

Non-Australian resident shareholders should not be subject to Australian dividend withholding tax where Gelteq pays an unfranked dividend out of income which Gelteq has declared to be conduit foreign income (**"CFI"**). Generally, CFI would include amounts received by Gelteq that are attributable to dividends received from foreign subsidiaries which are treated as non-assessable non-exempt income for Australian tax purposes.

Unfranked Dividends

Non-Australian resident shareholders should generally be subject to Australian dividend withholding tax to the extent of the unfranked component of any dividends received that are not declared to be CFI. Australian dividend withholding tax is imposed at a flat rate of 30% on the amount of the dividend that is unfranked unless the shareholder is a tax resident of a country that has a double tax treaty (**"DTT"**) with Australia. In the event the shareholder is otherwise able to rely on the DTT, the rate of Australian dividend withholding tax may be reduced (typically to 15%), depending on the terms of the DTT.

CGT Implications

Non-Australian resident shareholders who do not have a permanent establishment in Australia should not be subject to Australian CGT.

General Australian Tax Matters

This section applies to both Australian resident and non-Australian resident shareholders.

GST

The acquisition or disposal of Ordinary Shares by a shareholder (who is registered or required to be registered for GST) will be classified as a "financial supply" for Australian GST purposes. Accordingly, Australian GST will not be payable in respect of amounts paid for the acquisition or disposal of Ordinary Shares.

No GST should be payable in respect of dividends paid to shareholders.

Subject to certain requirements, there may be a restriction on the entitlement of shareholders registered for GST to claim an input tax credit for any GST incurred on costs associated with the acquisition or disposal of Ordinary Shares (e.g. lawyer's and accountants' fees).

Stamp Duty

No stamp duty should be payable on the acquisition of Ordinary Shares.

THE AUSTRALIAN FEDERAL INCOME TAX CONSEQUENCES APPLICABLE TO HOLDERS OF ORDINARY SHARES WILL DEPEND ON EACH HOLDER'S PARTICULAR TAX CIRCUMSTANCES. YOU ARE URGED TO CONSULT YOUR TAX ADVISOR REGARDING THE AUSTRALIAN AND NON-AUSTRALIAN. INCOME AND OTHER TAX CONSEQUENCES TO YOU, IN LIGHTOF YOUR PARTICULAR INVESTMENT OR TAX CIRCUMSTANCES, OF ACQUIRING, HOLDING, AND DISPOSING OF ORDINARY SHARES.

UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, dated , 2024, among us the underwriters named below, for whom R.F. Lafferty & Co. Inc is acting as the representative (the "**Representative**"), we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the respective number of Ordinary Shares shown opposite its name below:

Underwriter	Number of Ordinary Shares
R.F. Lafferty & Co., Inc.	
Craft Capital Management LLC	
Total	1,300,000

The Ordinary Shares sold by the underwriters to the public will initially be offered at the initial public offering price range set forth on the cover page of this prospectus. Any Ordinary Shares sold by the underwriters to securities dealers may be sold at a discount from the initial public offering price not to exceed $ per share. If all of the shares are not sold at the initial offering price, the Representative may change the offering price and the other selling terms. The Representative has advised us that the underwriters do not intend to make sales to discretionary accounts.

If the underwriters sell more Ordinary Shares than the total number set forth in the table above, we have granted to the underwriters an option, exercisable for 45 days from the date of this prospectus, to purchase up to 195,000 additional Ordinary Shares at the public offering price less the underwriting discount, constituting 15% of the total number of Ordinary Shares to be offered in this offering (excluding shares subject to this option). The underwriters may exercise this option solely for the purpose of covering over-allotments in connection with this offering. This offering is being conducted on a firm commitment basis. Any Ordinary Shares issued or sold under the option will be issued and sold on the same terms and conditions as the other Ordinary Shares that are the subject of this offering.

In connection with the offering, the underwriters may purchase and sell shares in the open market. Purchases and sales in the open market may include short sales, purchases to cover short positions, which may include purchases pursuant to the over-allotment option, and stabilizing purchases.

- Short sales involve secondary market sales by an underwriter of a greater number of shares than they are required to purchase in the offering.
- "Covered" short sales are sales of shares in an amount up to the number of shares represented by the over-allotment option
- "Naked" short sales are sales of shares in an amount in excess of the number of shares represented by the over-allotment option.
- Covering transactions involve purchases of shares either pursuant to the over-allotment option or in the open market after the distribution has been completed in order to cover short positions.
- To close a naked short position, an underwriter must purchase shares in the open market after the distribution has been completed. A naked short position is more likely to be created if an underwriter is concerned that there may be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering.
- To close a covered short position, an underwriter must purchase shares in the open market after the distribution has been completed or must exercise the over-allotment option. In determining the source of shares to close the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option.
- Stabilizing transactions involve bids to purchase shares so long as the stabilizing bids do not exceed a specified maximum.

Purchases to cover short positions and stabilizing purchases, as well as other purchases by an underwriter for its own account, may have the effect of preventing or retarding a decline in the market price of the Ordinary Shares. They may also cause the price of the Ordinary Shares to be higher than the price that would otherwise exist in the open market in the absence of these transactions. The underwriters may conduct these transactions in the over-the-counter market or otherwise. If the underwriters commence any of these transactions, they may discontinue them at any time.

Discounts and Expenses

The following table shows the underwriting discounts payable to the underwriters by us in connection with this offering (assuming both the exercise and non-exercise of the over-allotment option that we have granted to the underwriters), based on the initial public offering price of USD$5.00 per Ordinary Share, which is the price set forth on the cover page of this prospectus.

	Per Ordinary Share	Total	
		No Exercise	Full Exercise
Public offering price	USD$ 5.00	USD$ 6,500,000	USD$ 7,475,000
Underwriting discounts[(1)]	USD$ 0.35	USD$ 455,000	USD$ 523,250
Proceeds to us, before expenses	USD$ 4.65	USD$ 6,045,000	USD$ 6,951,750

(1) Does not include the warrant to purchase Ordinary Shares equal to 7% of the number of shares sold in the offering, or amounts representing reimbursement of certain out-of-pocket expenses, as described below.

We have agreed to issue a warrant to the underwriters (the "**Underwriters' Warrant**") to purchase the number of Ordinary Shares equal to an aggregate of 7% of the aggregate number of the shares sold in this offering. The Underwriters' Warrant will have an exercise price equal to 125% of the offering price of the Ordinary Shares sold in this offering. The Underwriters' Warrant is not exercisable or convertible for more than five years from the commencement of sales of the public offering. The Underwriters' Warrant also provides for customary anti-dilution provisions and immediate unlimited "piggyback" registration rights with respect to the registration of the Ordinary Shares underlying the Underwriters' Warrant for a period of five years from the commencement of the sales of the Ordinary Shares in connection with this offering. The Underwriters' Warrant will contain provisions for a one-time demand registration of the sale of the underlying Ordinary Shares at the Company's expense and an additional demand registration at the expense of the underwriters, provided such demand registration rights will not be greater than five years from the date of the commencement of sales in the offering in compliance with FINRA Rule 5110(g)(8)(C). We have registered the Underwriters' Warrant and the shares underlying the Underwriters' Warrant in this offering. Notwithstanding the foregoing, in the event any shares sold in this offering are allocated to investors identified and introduced by the Company, then the number of Ordinary Shares underlying the Underwriters' Warrant shall be reduced to three percent (3.0%) of the aggregate number of the shares sold to those investors in this offering.

The Underwriters' Warrant and the underlying shares may be deemed to be compensation by FINRA, and therefore will be subject to FINRA Rule 5110(e)(1). In accordance with FINRA Rule 5110(e)(1), neither the Underwriters' Warrant nor any of our Ordinary Shares issued upon exercise of the Underwriters' Warrant may be sold, transferred, assigned, pledged or hypothecated, or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such securities by any person, for a period of 180 days from the commencement of the sales of the Ordinary Shares in connection with this offering, subject to certain exceptions. The Underwriters' Warrant to be received by the underwriters and related persons in connection with this offering: (i) fully comply with lock-up restrictions pursuant to FINRA Rule 5110(e)(1); and (ii) fully comply with transfer restrictions pursuant to FINRA Rule 5110(e)(2).

We have agreed to pay the Representative the Representative's legal fees and expenses, including all fees and expenses associated with "road show" expenses, irrespective of whether this offering is consummated or not with the maximum amount of legal fees, costs and expenses incurred by the Representative that the Company shall be responsible for shall not exceed USD$200,000 in the event of a closing of this offering, and shall not exceed USD$75,000 in the event that this offering is not consummated. As of the date of this prospectus, we have paid the Representative a USD$25,000 advance of for its anticipated out-of-pocket costs. Any unused portion of such advance payment will be returned to us to the extent such out-of-pocket expenses are not actually incurred in accordance with FINRA Rule 5110(g)(4)(A). We have also agreed to pay the Representative a non-accountable expense allowance equal to 1% of the gross proceeds received at the closing of this offering.

Determination of Offering Price

In determining the initial public offering price, we and the Representative have considered a number of factors, including:

- the information set forth in this prospectus and otherwise available to the Representative;
- our prospects and the history and prospects for the industry in which we compete;
- an assessment of our management;
- our prospects for future revenue and earnings;
- the general condition of the securities markets at the time of this offering;
- the recent market prices of, and demand for, publicly traded securities of generally comparable companies; and
- other factors deemed relevant by the Representative and us.

The estimated initial public offering price set forth on the cover page of this preliminary prospectus is subject to change as a result of market conditions and other factors. Neither we nor the Representative can assure investors that an active trading market will develop for our Ordinary Shares, or that the shares will trade in the public market at or above the initial public offering price.

We have agreed to indemnify the Representative and the other underwriters against certain liabilities, including liabilities under the Securities Act. If we are unable to provide this indemnification, we will contribute to payments that the Representative and the other underwriters may be required to make for these liabilities.

Right of First Refusal

We have agreed to provide the Representative the right of first refusal for twelve (12) months following the consummation of this offering to act as sole managing underwriter and deal manager, book runner or sole placement agent for any and all future public or private equity, equity-linked or debt (excluding commercial bank debt) offerings during such twelve (12) month period (collectively, "Future Services"); provided, however, that the Representative shall not be entitled to have such right of first refusal if this offering is not consummated. In the event that we engage the Representative to provide such Future Services, the Representative will be compensated consistent with the engagement agreement with the Representative, unless we mutually agree otherwise.

Company Lock-Up

The Company will not for a period of up to 6 months from the initial closing of the offering, without the prior written consent of R.F. Lafferty & Co., Inc.: (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, (including the issuance of Ordinary Shares upon the exercise of currently outstanding options), or file with the SEC a registration statement under the Securities Act relating to, the Ordinary Shares, or modify the terms of existing securities, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares. The Company also will not accelerate the vesting of any option or warrant or the lapse of any repurchase right prior to the expiration of such 6 month lock-up period.

Lock Up Agreements

Public Offering Lock-Up Agreement

Our officers, directors and holders of 4% or greater of our issued and outstanding Ordinary Shares have agreed not to sell, transfer or dispose of any Ordinary Shares or similar securities (the foregoing transfer restrictions, the "**Lock-Up**") for a period of 6 months from the initial closing of the offering.

Stamp Taxes

If you purchase Ordinary Shares offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

Electronic Offer, Sale and Distribution of Ordinary Shares

A prospectus in electronic format may be made available on the websites maintained by the Representative. In addition, Ordinary Shares may be sold by the Representative to securities dealers who resell Ordinary Shares to online brokerage account holders. Other than the prospectus in electronic format, the information on the Representative's website and any information contained in any other website maintained by the Representative is not part of the prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or the Representative in its capacity as Representative and should not be relied upon by investors.

Selling Restrictions

No action has been taken in any jurisdiction (except in the United States) that would permit a public offering of the Ordinary Shares, or the possession, circulation or distribution of this prospectus or any other material relating to us or the Ordinary Shares, where action for that purpose is required. Accordingly, the Ordinary Shares may not be offered or sold, directly or indirectly, and neither this prospectus nor any other offering material or advertisements in connection with the Ordinary Shares may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction.

Offer Restrictions Outside the United States

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to this offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful. In particular, the Ordinary Shares have not been qualified for distribution by prospectus in Australia and may not be offered or sold in Canada during the course of their distribution hereunder except pursuant to a Australia prospectus or prospectus exemption.

EXPENSES RELATING TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding Underwriting discounts that we expect to incur in connection with this offering. With the exception of the SEC registration fee, the FINRA filing fee, and the Nasdaq Capital Market listing fee, all amounts are estimates.

Securities and Exchange Commission Registration Fee	USD$	1,580
Nasdaq Capital Market Listing Fee	USD$	5,000
FINRA Filing Fee	USD$	3,500
Legal Fees and Expenses	USD$	375,000
Accounting Fees and Expenses	USD$	20,000
Printing and Engraving Expenses	USD$	40,000
Transfer Agent Expenses	USD$	2,500
Miscellaneous Expenses	USD$	2,420
Total Expenses	USD$	450,000

These expenses will be borne by us. Underwriting discounts will be borne by us in proportion to the numbers of Ordinary Shares sold in the offering.

LEGAL MATTERS

The validity of the issuance of the shares offered in this prospectus and certain other matters of Australian law will be passed upon for us by Morgan-Smith Legal Pty Ltd. Ellenoff Grossman & Schole LLP, New York, New York, is acting as counsel in connection with the registration of our securities under the Securities Act, and as such, will pass upon the validity of the securities offered in this prospectus. The underwriters are represented by Sichenzia Ross Ference Carmel LLP, New York, New York.

EXPERTS

The consolidated financial statements of Gelteq Limited as of and for the years ended June 30, 2023 and 2022 appearing in this prospectus have been audited by UHY Haines Norton, Sydney, an independent registered public accounting firm, as set forth in their report thereon, which contains an explanatory paragraph related to substantial doubt about the ability of Gelteq Limited to continue as a going concern as described in Note 4 to the financial statements appearing elsewhere in this prospectus and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

SERVICE OF PROCESS AND ENFORCEMENT OF LIABILITIES

We are a company incorporated under the laws of Australia. A majority of our directors and executive officers are non-residents of the United States, and all or substantially all of the assets of such persons are located outside the United States. As a result, it may not be possible for you to:

- effect service of process within the United States upon any of our directors and executive officers or on us;
- enforce in U.S. courts judgments obtained against any of our directors and executive officers or us in the U.S. courts in any action, including actions under the civil liability provisions of U.S. securities laws;
- enforce in U.S. courts judgments obtained against any of our directors and executive officers or us in courts of jurisdictions outside the United States in any action, including actions under the civil liability provisions of U.S. securities laws; or
- to bring an original action in an Australian court to enforce liabilities against any of our directors and executive officers or against us based upon U.S. securities laws.

You may also have difficulties enforcing in courts outside the United States judgments obtained in the U.S. courts against any of our directors and executive officers or us, including actions under the civil liability provisions of the U.S. securities laws.

We have appointed Puglisi & Associates as our agent to receive service of process in any action against us in the state and federal courts sitting in the City of New York, Borough of Manhattan, arising of this offering or any purchase or sale of securities in connection therewith. We have not given consent for this agent to accept service of process in connection with any other claim.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form F-1, including relevant exhibits and schedules under the Securities Act, covering the Ordinary Shares offered by this prospectus. You should refer to our registration statements and their exhibits and schedules if you would like to find out more about us and about the Ordinary Shares. This prospectus summarizes material provisions of contracts and other documents that we refer you to. Since the prospectus may not contain all the information that you may find important, you should review the full text of these documents.

Immediately upon the completion of this offering, we will be subject to periodic reporting and other informational requirements of the Exchange Act, as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing the furnishing and content of proxy statements to shareholders under the federal proxy rules contained in Sections 14(a), (b) and (c) of the Exchange Act, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

The SEC maintains a website that contains reports, proxy statements and other information about issuers, such as us, who file electronically with the SEC. The address of that website is *http://www.sec.gov*. The information on that website is not a part of this prospectus.

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GELTEQ

UHY Haines Norton
Chartered Accountants

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To the Board of Directors and Shareholders of Gelteq Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated statement of financial position of Gelteq Limited and its subsidiaries (together the "Consolidated Entity") as of June 30, 2023 and June 30, 2022, and the related consolidated statements of profit or loss and other comprehensive income, changes in equity, and cash flows for each of the years in the two year period ended June 30, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Consolidated Entity as of June 30, 2023 and June 30, 2022, and the results of their operations and their cash flows for each of the years in the two year period ended June 30, 2023, in conformity with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board.

Substantial Doubt about the Consolidated Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Consolidated Entity will continue as a going concern. As discussed in Note 4 to the financial statements, the Consolidated Entity is in a current liability position at June 30, 2023 and has suffered recurring losses from operations. These conditions raise substantial doubt about the Consolidated Entity's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 4 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Consolidated Entity's management. Our responsibility is to express an opinion on the Consolidated Entity's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Consolidated Entity in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Consolidated Entity is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Consolidated Entity's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

UHY Haines Norton

We have served as the Consolidated Entity's auditor since 2021.

Sydney, New South Wales
4 December 2023

Gelteq Limited
Statement of profit or loss and other comprehensive income
For the years ended 30 June 2023 and 2022

	Note	Consolidated 30 June 2023	Consolidated 30 June 2022
		$	$
Revenue			
Revenue from contracts with customers	6	79,843	147,536
Gains from loan modification	23	222,681	—
Other income	7	317,888	225,552
Expenses			
Raw materials and consumables expenses		(48,925)	(94,874)
Employment expenses	8	(752,584)	(272,121)
Corporate expenses	9	(428,922)	(263,443)
IPO related expenses	10	(278,319)	(614,304)
Depreciation and amortisation expense	11	(1,226,491)	(1,215,260)
Research expenses	12	(665,035)	(529,017)
Advertising & marketing expense		(166,929)	(68,441)
Share based expense	39	—	(34,722)
Intellectual Property services		—	(122,307)
Legal expense		(5,270)	(24,744)
Consulting Fees		(80,407)	(268,676)
Other expenses		(69,681)	(58,436)
Operating loss		(3,102,151)	(3,193,257)
Finance costs	13	(404,069)	(175,634)
Loss before income tax expense		(3,506,220)	(3,368,891)
Income tax expense	14	—	—
Loss after income tax expense for the year attributable to the owners of Gelteq		(3,506,220)	(3,368,891)
Other comprehensive income for the year, net of tax		—	—
Total comprehensive loss for the year attributable to the owners of Gelteq		(3,506,220)	(3,368,891)

		$	$
Basic loss per share	38	(0.44)	(0.46)
Diluted loss per share	38	(0.44)	(0.46)

The above statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes

Gelteq Limited
Statement of financial position
As at 30 June 2023 and 2022

	Note	Consolidated 30 June 2023	Consolidated 30 June 2022
		$	$
Assets			
Current assets			
Cash and cash equivalents	15	399,224	162,485
Trade and other receivables	16	345,291	250,666
Inventories	17	95,201	95,201
Prepayments and other assets	19	151,258	211,713
Total current assets		990,974	720,065
Non-current assets			
Right-of-use assets	18	10,001	40,004
Intangibles assets	20	21,493,661	22,648,721
Total non-current assets		21,503,662	22,688,725
Total assets		22,494,636	23,408,790
Liabilities			
Current liabilities			
Trade and other payables	21	1,184,404	881,887
Deferred Revenue	22	85,359	119,765
Borrowings	23	5,086	5,086
Lease liabilities	24	11,896	34,707
Employee benefits provisions	25	77,780	39,515
Total current liabilities		1,364,525	1,080,960
Non-current liabilities			
Borrowings	23	2,471,619	1,460,540
Lease liabilities	24	—	11,896
Total non-current liabilities		2,471,619	1,472,436
Total liabilities		3,836,144	2,553,396
Net assets		18,658,492	20,855,394
Equity			
Issued capital	26	26,608,227	25,298,909
Reserves		—	34,722
Accumulated losses		(7,949,735)	(4,478,237)
Total equity		18,658,492	20,855,394

The above statement of financial position should be read in conjunction with the accompanying notes

Gelteq Limited
Statement of changes in equity
For the years ended 30 June 2023 and 2022

GELTEQ

Consolidated	Issued capital	Share capital subscribed to be issued	Share based payments reserve	Accumulated losses	Total equity
	$	$	$	$	$
Balance at 1 July 2021	24,925,006	—	—	(1,109,346)	23,815,660
Loss after income tax expense for the year	—	—	—	(3,368,891)	(3,368,891)
Other comprehensive income for the year, net of tax	—	—	—	—	—
Total comprehensive loss for the year	—	—	—	(3,368,891)	(3,368,891)
Transactions with owners in their capacity as owners:					
Share capital subscribed – to be issued	—	373,903	—	—	373,903
Contributions of equity, net of transaction costs (note 26)	373,903	(373,903)	—	—	—
Share-based payments (note 39)	—	—	34,722	—	34,722
Balance at 30 June 2022	25,298,909	—	34,722	(4,478,237)	20,855,394

Consolidated	Issued capital	Share capital subscribed to be issued	Share based payments reserve	Accumulated losses	Total equity
	$		$	$	$
Balance at 1 July 2022	25,298,909		34,722	(4,478,237)	20,855,394
Loss after income tax expense for the year	—		—	(3,506,220)	(3,506,220)
Other comprehensive income for the year, net of tax	—		—	—	—
Total comprehensive loss for the year	—		—	(3,506,220)	(3,506,220)
Transactions with owners in their capacity as owners:					
Share reserve	—		(34,722)	34,722	—
Share capital subscribed (refer note 26)	1,309,318		—	—	1,309,318
Balance at 30 June 2023	26,608,227		—	(7,949,735)	18,658,492

The above statement of changes in equity should be read in conjunction with the accompanying notes

Gelteq Limited
Statement of cash flows
For the years ended 30 June 2023 and 2022

	Note	Consolidated 30 June 2023	Consolidated 30 June 2022
		$	$
Cash flows from operating activities			
Receipt from Customers		45,437	259,325
Research & development tax incentives		224,536	159,870
Payments to suppliers and employees (inclusive of GST)		(1,878,079)	(1,687,031)
Payments to suppliers IPO (inclusive of GST)		(160,489)	(239,728)
Interest and other finance costs paid		(1,840)	(368)
Net cash used in operating activities	36	(1,770,435)	(1,507,932)
Cash flows from investing activities			
Payments for property, plant and equipment	19	(34,503)	—
Payments for intangible assets		(41,428)	—
Net cash from investing activities		(75,931)	—
Cash flows from financing activities			
Directors loans		—	291
Proceeds from convertible notes	23	755,935	—
Proceeds from Shareholder Loans	23	—	1,493,445
Proceeds from Share Application	26	1,431,162	—
Capital issue costs	26	(121,844)	—
Repayment of lease liabilities		(34,706)	(6,000)
Net cash from financing activities		2,030,547	1,487,736
Net increase/(decrease) in cash and cash equivalents		184,181	(20,196)
Cash and cash equivalents at the beginning of the financial year		162,485	181,664
Effects of exchange rate changes on cash and cash equivalents		52,558	1,017
Cash and cash equivalents at the end of the financial year	15	399,224	162,485

The above statement of cash flows should be read in conjunction with the accompanying notes

Note 1. General information

The consolidated financial statements covers Gelteq Limited (*formerly Gelteq Pty Ltd until 25 May 2022 and Myhypo Pty Ltd until 14 March 2021*) ("Gelteq" or the "Company") and its controlled entities (referred to herein as the "Consolidated Entity"). Gelteq is a Company limited by shares, incorporated and domiciled in Australia.

The principal activities of the Consolidated Entity during the financial years ended 30 June 2023 and 2022 were the development and testing of a gel based delivery system for humans and animals.

The names of the directors in office at any time during or since the end of the year are:

Simon Szewach (Executive Chairman)
Nathan Jacob Givoni (Executive Director)
Jeff Olyniec (Non-Executive Director)
Philip Dalidakis (Non-Executive Director)
Paul Wynne (Non-Executive Director) — Resigned on 28 February, 2023

Prof David Morton — Appointed 28 February, 2023

The directors have been in office since the start of the financial year to the date of this report unless otherwise stated.

The consolidated financial statements were authorised for issue, in accordance with a resolution of directors, on 4 December, 2023. The directors have the power to amend and reissue the consolidated financial statements.

Note 2. Basis of preparation

The principal accounting policies adopted in the preparation of the consolidated financial statements are set out in note 3. The policies have been consistently applied to all the years presented, unless otherwise stated.

The consolidated financial statements are presented in Australian Dollars, which is also the Consolidated Entity's functional currency. Amounts are rounded to the nearest dollar, unless otherwise stated.

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRSs).

The preparation of consolidated financial statements in compliance with adopted IFRS requires the use of certain critical accounting estimates. It also requires the Consolidated Entity's management to exercise judgment in applying the Consolidated Entity's accounting policies. The areas where significant judgments and estimates have been made in preparing the consolidated financial statements and their effect are disclosed in note 4.

Basis of measurement

The consolidated financial statements have been prepared on a historical cost basis.

The principal accounting policies adopted are consistent with those of the previous financial year unless otherwise stated.

New or amended Accounting Standards and Interpretations adopted

The Consolidated Entity has adopted all of the new or amended Accounting Standards and Interpretations issued by the International Accounting Standards Board (IASB) that are mandatory for the current reporting period.

There are a number of standards, amendments to standards, and interpretations which have been issued by the IASB that are effective in future accounting periods that the Consolidated Entity has decided not to adopt early.

Note 2. Basis of preparation (cont.)

The following amendments to standards are applicable to the Company and effective for future reporting periods:

- Disclosure of Accounting Policies (Amendments to IAS 1, IFRS Practice Statement 2 and Amendments to IAS 8), which are effective for accounting periods beginning on or after 1 January 2023;
- Amendment to IFRS 16 — Leases on sale and leaseback, which are effective for accounting periods beginning on or after 1 January 2024;
- Amendment to IAS 1 — Non-current liabilities with covenants which is effective for accounting periods beginning on or after 1 January 2024: and
- Deferred Tax Related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12), effective for accounting periods beginning on or after 1 January, 2023.

These standards, which are not yet effective, are not expected to have a material impact on the Consolidated Entity in the current or future reporting periods and on foreseeable future transactions. However, management will continue to assess this closer to the application date of each standard.

Note 3. Summary of significant accounting policies

The principal accounting policies adopted in the preparation of the consolidated financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

(a) Principles of consolidation

The consolidated financial statements incorporate the assets and liabilities of all subsidiaries of Gelteq Limited ('Gelteq', 'Company' or 'parent entity') as at 30 June 2023 and 2022 and the results of all subsidiaries for the years ended 30 June 2023 and 2022. Gelteq and its subsidiaries together are referred to in these financial statements as the 'Consolidated Entity'.

Subsidiaries are all those entities over which the Consolidated Entity has control. The Consolidated Entity controls an entity when the Consolidated Entity is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Consolidated Entity. They are de-consolidated from the date that control ceases.

Intercompany transactions, balances and unrealised gains on transactions between entities in the Consolidated Entity are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Consolidated Entity.

The acquisition of subsidiaries is accounted for using the acquisition method of accounting. A change in ownership interest, without the loss of control, is accounted for as an equity transaction, where the difference between the consideration transferred and the book value of the share of the non-controlling interest acquired is recognised directly in equity attributable to the parent.

Where the Consolidated Entity loses control over a subsidiary, it derecognises the assets including goodwill, liabilities and non-controlling interest in the subsidiary together with any cumulative translation differences recognised in equity. The Consolidated Entity recognises the fair value of the consideration received and the fair value of any investment retained together with any gain or loss in profit or loss.

Note 3. Summary of significant accounting policies (cont.)

(b) Revenue from contracts with customers

Revenue arises mainly from manufacturing and sale of products. To determine whether to recognise revenue, the Consolidated Entity follows a 5-step process:

(1) Identifying the contract with a customer

(2) Identifying the performance obligations

(3) Determining the transaction price

(4) Allocating the transaction price to the performance obligations

(5) Recognising revenue when/as the performance obligations are satisfied.

Revenue is recognised either at a point in time or over time, when the Consolidated Entity satisfies performance obligations by transferring the promised goods or services to its customers.

The Consolidated Entity recognises contract liabilities for consideration received in respect to unsatisfied performance obligations and reports these amounts as other liabilities (which we refer to as deferred revenues) in the statement of financial position. Similarly, if the Consolidated Entity satisfies a performance obligation before it receives the consideration, the Consolidated Entity recognises either a contract asset or a receivable in its statement of financial position, depending on whether something other than the passage of time is required before the consideration is due.

Sale of Products

Revenue from sale of product for a fixed fee is recognised when or as the Consolidated Entity transfers control of the assets to the customer. Note 6 further details the sales breakdown by geography.

Other revenue

Other revenue is recognised when it is received or when the right to receive payment is established.

(c) Research and Development Tax Incentive

The Research and Development Tax Incentive programme provides tax offsets for expenditure on eligible R&D activities. Under the programme, the Consolidated Entity, is entitled to a refundable R&D credit in Australia on the eligible R&D expenditure incurred on eligible R&D activities. The refundable R&D tax offset is accounted for under IAS 20 Accounting for Government Grants and Disclosure of Government Assistance, as per which the R&D tax offset income is recognised when there is reasonable assurance that it will be received. It is recognised in the statement of comprehensive income in the same period that the related costs are recognised as expenses and relates to refundable amounts on approved expenses.

(d) Business Combinations/Asset Acquisitions

Business combinations occur where an acquirer obtains control over one or more businesses and results in the consolidation of its assets and liabilities.

A business combination is accounted for by applying the acquisition method, unless it is a combination involving entities or businesses under common control. The business combination will be accounted for from the date that control is obtained, whereby the fair value of the identifiable assets acquired and liabilities (including contingent liabilities) assumed are recognised (subject to certain limited exceptions).

Note 3. Summary of significant accounting policies (cont.)

If the acquisition of an asset or a Consolidated Entity of assets does not constitute a business, the individual identifiable assets acquired (including intangible assets) and liabilities are assumed. The cost of the Consolidated Entity shall be allocated to the individual identifiable assets and liabilities on the basis of their relative fair values at the date of purchase. Such a transaction or event does not give rise to goodwill.

Determining whether a particular set of assets and activities is a business should be based on whether the integrated set is capable of being conducted and managed as a business by a market participant. Thus, in evaluating whether a particular set is a business, it is not relevant whether a seller operated the set as a business or whether the acquirer intends to operate the set as a business. In the absence of evidence to the contrary, a particular set of assets and activities in which goodwill is present shall be presumed to be a business. However, a business need not have goodwill.

In June 2021, the parent entity acquired subsidiaries as set out in note 34, which have been accounted for as asset acquisitions on the basis the entities were not deemed to be businesses.

(e) Income Tax

The income tax expense (income) for the years ended 30 June 2023 and 2022 comprises current income tax expense (income) and deferred tax expense (income).

Current tax assets and liabilities are offset where a legally enforceable right of set-off exists and it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur. Deferred tax assets and liabilities are offset where: (a) a legally enforceable right of set-off exists; and (b) the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities where it i s intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur in future periods in which significant amounts of deferred tax assets or liabilities are expected to be recovered or settled.

Deferred income tax expense reflects movements in deferred tax asset and deferred tax liability balances during the year, as well as unused tax losses.

Current and deferred income tax expense (income) is charged or credited outside profit or loss when the tax relates to items that are recognised outside profit or loss or arising from a business combination.

Except for business combinations, no deferred income tax is recognised from the initial recognition of an asset or liability where there is no effect on accounting or taxable profit or loss.

A deferred tax liability shall be recognised for all taxable temporary differences, except to the extent that the deferred tax liability arises from:

(a) the initial recognition of goodwill; or

(b) the initial recognition of an asset or liability in a transaction which:

  (i) is not a business combination; and

  (ii) at the time of the transaction, affects neither accounting profit nor taxable profit (tax loss).

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled and their measurement also reflects the manner in which management expects to recover or settle the carrying amount of the related asset or liability.

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised.

Note 3. Summary of significant accounting policies (cont.)

(f) Fair Value of Assets and Liabilities

The Consolidated Entity measures some of its assets and liabilities at fair value on either a recurring or non-recurring basis, depending on the requirements of the applicable Accounting Standard.

Fair value is the price the Consolidated Entity would receive to sell an asset or would have to pay to transfer a liability in an orderly (ie unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (ie the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting year (ie the market that maximises the receipts from the sale of the asset or minimises the payments made to transfer the liability, after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

The fair value of liabilities and the entity's own equity instruments (excluding those related to share-based payment arrangements) may be valued, where there is no observable market price in relation to the transfer of such financial instruments, by reference to observable market information where such instruments are held as assets. Where this information is not available, other valuation techniques are adopted and, where significant, are detailed in the respective note to the consolidated financial statements.

(g) Financial Instruments

Initial recognition and measurement

Financial assets and financial liabilities are recognised when the entity becomes a party to the contractual provisions of the instrument. For financial assets, this is equivalent to the date that the Consolidated Entity commits itself to either purchase or sell the asset (i.e. trade date accounting is adopted).

Financial instruments (except for trade receivables) are initially measured at fair value plus transactions costs, except where the instrument is classified 'at fair value through profit or loss' in which case transactions costs are recognised as expenses in profit or loss immediately. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Trade receivables are initially measured at the transaction price if the trade receivables do not contain a significant financing component or if the practical expedient was applied as specified in IFRS 15: *Revenue from Contracts with Customers*.

Note 3. Summary of significant accounting policies (cont.)

Classification and subsequent measurement

Financial liabilities

Financial liabilities are subsequently measured at:

- amortised cost; or
- fair value through profit and loss.

A financial liability is measured at fair value through profit and loss if the financial liability is:

- a contingent consideration of an acquirer in a business combination to which IFRS 3: Business Combinations applies;
- held for trading; or
- initially designated as at fair value through profit or loss.

All other financial liabilities are subsequently measured at amortised cost using the effective interest method. The effective interest method is a method of calculating the amortised cost of a debt instrument and of allocating interest expense to profit or loss over the relevant period.

The effective interest rate is the internal rate of return of the financial asset or liability. That is, it is the rate that exactly discounts the estimated future cash flows through the expected life of the instrument to the net carrying amount at initial recognition.

Any gains or losses arising on changes in fair value are recognised in profit or loss to the extent that they are not part of a designated hedging relationship.

The change in fair value of the financial liability attributable to changes in the issuer's credit risk is taken to other comprehensive income and is not subsequently reclassified to profit or loss. Instead, it is transferred to retained earnings upon derecognition of the financial liability.

If taking the change in credit risk to other comprehensive income enlarges or creates an accounting mismatch, these gains or losses should be taken to profit or loss rather than other comprehensive income. A financial liability cannot be reclassified.

Financial assets

Financial assets are subsequently measured at:

- amortised cost;
- fair value through other comprehensive income; or
- fair value through profit or loss.

Measurement is on the basis of two primary criteria:

- the contractual cash flow characteristics of the financial asset; and
- the business model for managing the financial assets.

Note 3. Summary of significant accounting policies (cont.)

A financial asset that meets the following conditions is subsequently measured at amortised cost:

- the financial asset is managed solely to collect contractual cash flows; and
- contractual terms within the financial asset give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding on specified dates.

A financial asset that meets the following conditions is subsequently measured at fair value through other comprehensive income:

- the contractual terms within the financial asset give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding on specified dates; and
- the business model for managing the financial asset comprises both contractual cash flows collection and the selling of the financial asset.

By default, all other financial assets that do not meet the measurement conditions of amortised cost and fair value through other comprehensive income are subsequently measured at fair value through profit or loss.

The Consolidated Entity initially designates a financial instrument as measured at fair value through profit or loss if:

- it eliminates or significantly reduces a measurement or recognition inconsistency (often referred to as an "accounting mismatch") that would otherwise arise from measuring assets or liabilities or recognising the gains and losses on them on different bases;
- it is in accordance with the documented risk management or investment strategy and information about the groupings is documented appropriately, so the performance of the financial liability that is part of a group of financial liabilities or financial assets can be managed and evaluated consistently on a fair value basis; and
- it is a hybrid contract that contains an embedded derivative that significantly modifies the cash flows otherwise required by the contract.

The initial measurement of financial instruments at fair value through profit or loss is a onetime option on initial classification and is irrevocable until the financial asset is derecognised.

Derecognition

Derecognition of financial liabilities

A liability is derecognised when it is extinguished (ie when the obligation in the contract is discharged, cancelled or expires). An exchange of an existing financial liability for a new one with substantially modified terms, or a substantial modification to the terms of a financial liability, is treated as an extinguishment of the existing liability and recognition of a new financial liability.

The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss.

Note 3. Summary of significant accounting policies (cont.)

Derecognition of financial assets

A financial asset is derecognised when the holder's contractual rights to its cash flows expires, or the asset is transferred in such a way that all the risks and rewards of ownership are substantially transferred.

All the following criteria need to be satisfied for the derecognition of a financial asset:

- the right to receive cash flows from the asset has expired or been transferred;
- all risk and rewards of ownership of the asset have been substantially transferred; and
- the Consolidated Entity no longer controls the asset (ie it has no practical ability to make unilateral decisions to sell the asset to a third party).

On derecognition of a financial asset measured at amortised cost, the difference between the asset's carrying amount and the sum of the consideration received and receivable is recognised in profit or loss.

On derecognition of a debt instrument classified as fair value through other comprehensive income, the cumulative gain or loss previously accumulated in the investment revaluation reserve is reclassified to profit or loss.

(h) Impairment of assets

At the end of each reporting year, the Consolidated Entity assesses whether there is any indication that an asset may be impaired. The assessment will include considering external sources of information and internal sources of information, including dividends received from subsidiaries, associates or joint ventures deemed to be out of pre-acquisition profits. If such an indication exists, an impairment test is carried out on the asset by comparing the recover able amount of the asset, being the higher of the asset's fair value less costs to sell and value in use to the asset's carrying amount. Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard. Any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

Where it is not possible to estimate the recoverable amount of an individual asset, the Consolidated Entity estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives.

When an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in profit or loss, unless the relevant asset is carried at a revalued amount, in which case the reversal of the impairment loss is treated as a revaluation increase.

(i) Inventories

Raw materials, work in progress and finished goods are stated at the lower of cost and net realisable value on a 'first in first out' basis. Cost comprises of direct materials and delivery costs, direct labour, import duties and taxes, an appropriate proportion of variable and fixed overhead expenditure based on normal operating capacity. Costs of purchased inventory are determined after deducting rebates and discounts received or receivable.

Raw materials, finished goods and work in progress are stated at the lower of cost and net realisable value. Cost comprises of purchase and delivery costs, net of rebates and discounts received or receivable. Costs are assigned to individual items of inventory on the 'first in first out' basis.

Note 3. Summary of significant accounting policies (cont.)

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

(j) Right-of-use assets

A right-of-use asset is recognised at the commencement date of a lease. The right-of-use asset is measured at cost, which comprises the initial amount of the lease liability, adjusted for, as applicable, any lease payments made at or before the commencement date net of any lease incentives received, any initial direct costs incurred, and, except where included in the cost of inventories, an estimate of costs expected to be incurred for dismantling and removing the underlying asset, and restoring the site or asset.

Right-of-use assets are depreciated on a straight-line basis over the unexpired period of the lease or the estimated useful life of the asset, whichever is the shorter. Where the Consolidated Entity expects to obtain ownership of the leased asset at the end of the lease term, the depreciation is over its estimated useful life. Right-of use assets are subject to impairment or adjusted for any remeasurement of lease liabilities.

The Consolidated Entity has elected not to recognise a right-of-use asset and corresponding lease liability for short-term leases with terms of 12 months or less and leases of low-value assets. Lease payments on these assets are expensed to profit or loss as incurred.

(k) Intangible Assets Other than Goodwill Trade Secrets

Trade secrets

Trade secrets with finite useful lives that are acquired separately, including those acquired in a business combination recognised separately from goodwill, are carried at cost less accumulated amortisation and accumulated impairment losses. Amortisation is recognised on a straight-line basis over their estimated useful lives which are disclosed below. The estimated useful life and amortisation method are reviewed at the end of each reporting year, with the effect of any changes in estimate being accounted for on a prospective basis.

Research and development

Expenditure during the research phase of a project is recognised as an expense when incurred.

Under IFRS 138, An intangible asset arising from development (or from the development phase of an internal project) shall be recognised if, and only if, an entity can demonstrate all of the following:

(a) the technical feasibility of completing the intangible asset so that it will be available for use or sale.

(b) its intention to complete the intangible asset and use or sell it.

(c) its ability to use or sell the intangible asset.

(d) how the intangible asset will generate probable future economic benefits. Among other things, the entity can demonstrate the existence of a market for the output of the intangible asset or the intangible asset itself or, if it is to be used internally, the usefulness of the intangible asset.

(e) the availability of adequate technical, financial and other resources to complete the development and to use or sell the intangible asset.

(f) its ability to measure reliably the expenditure attributable to the intangible asset during its development.

Development expenditure that does not meet the criteria for capitalisation above are recognised as an expense as incurred.

Note 3. Summary of significant accounting policies (cont.)

Patents & trademarks

Patents and trademarks are measured initially at purchase cost and are amortised on a straight line basis over their estimated useful lives.

The amortisation rates used for each class of intangible asset with a finite useful life are:

Class of Intangible Asset	Amortisation Year
Trade Secrets	20 Years
Patents and Trademarks	20 Years

Foreign Currency Transactions and Balances

(l) Functional and presentation currency

The functional currency of each of the Company's entities is measured using the currency of the primary economic environment in which that entity operates. The functional currency of Gelteq is AU$ dollars. The consolidated financial statements are presented in Australian dollars.

Transactions and balances

Foreign currency transactions are translated into functional currency using the exchange rates prevailing at the date of the transaction. Foreign currency monetary items are translated at the period-end exchange rate. Non-monetary items measured at historical cost continue to be carried at the exchange rate at the date of the transaction. Non-monetary items measured at fair value are reported at the exchange rate at the date when fair values were determined.

Exchange differences arising on the translation of monetary items are recognised in profit or loss, except where deferred in equity as a qualifying cash flow or net investment hedge.

Exchange differences arising on the translation of non-monetary items are recognised directly in other comprehensive income to the extent that the underlying gain or loss is directly recognised in other comprehensive income; otherwise the exchange difference is recognised in profit or loss.

(m) Employee Benefit Provisions

Short-term obligations

Liabilities for accumulating annual leave that are expected to be settled wholly within 12 months after the end of the period in which the employees render the related service are recognised in respect of employees' services up to the end of the reporting period and are measured at the amounts expected to be paid when the liabilities are settled. The liabilities are presented as current employee benefit obligations in the balance sheet.

Other long-term employee benefit obligations

The liabilities for long service leave are not expected to be settled wholly within 12 months after the end of the period in which the employees render the related service. They are therefore measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service.

Note 3. Summary of significant accounting policies (cont.)

The obligations are presented as current liabilities in the balance sheet if the entity does not have an unconditional right to defer settlement for at least twelve months after the reporting date, regardless of when the actual settlement is expected to occur.

(n) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts.

(o) Government Grants

Government grants received on capital expenditure are generally deducted in arriving at the carrying amount of the asset purchased. Grants for revenue expenditure are recognised as other income by the Consolidated Entity. Where retention of a government grant is dependent on the Consolidated Entity satisfying certain criteria, it is initially recognised as deferred income. When the criteria for retention have been satisfied, the deferred income balance is released to the consolidated statement of comprehensive income or netted against the asset purchased.

(p) Trade and other receivables

Trade and other receivables are recognised at amortised cost, less any allowance for expected credit losses.

(q) Trade and Other Payables

Trade and other payables represent the liabilities for goods and services received by the entity that remain unpaid at the end of the reporting period. The balance is recognised as a current liability with the amounts normally paid within 30 days of recognition of the liability.

Trade and other payables are initially measured their fair value and subsequently measured at amortised cost using the effective interest method.

Accruals are recognised when they can be reasonably estimated and attributed to the relevant financial period. They are assessed for fair value and carried at amortised cost. They are derecognised when a liability for payment is raised as a trade or other payable.

(r) Borrowings — loans

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in profit or loss over the year of the borrowings using the effective interest method.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss as other income or finance costs.

Borrowings are classified as current liabilities unless the Consolidated Entity has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

Note 3. Summary of significant accounting policies (cont.)

Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of assets that necessarily take a substantial period of time to prepare for their intended use or sale are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

(s) Convertible Notes

The component parts of the convertible notes issued by the Consolidated Entity are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument. A conversion option that will be settled by the exchange of a fixed amount of cash or another financial asset for a fixed number of the Consolidated Entity's own equity instruments is an equity instrument.

At the date of issue, the fair value of the liability component is estimated using the prevailing market interest rate for a similar non-convertible instrument. This amount is recorded as a liability on an amortised cost basis using the effective interest method until extinguished upon conversion or at the instrument's maturity date.

The conversion option classified as equity is determined by deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognised and included in equity, net of income tax effects, and is not subsequently remeasured. In addition, the conversion option classified as equity will remain in equity until the conversion option is exercised, in which case, the balance recognised in equity will be transferred to share capital. Where the conversion option remains unexercised at the maturity date of the convertible note, the balance recognised in equity will be transferred to retained earnings. No gain or loss upon conversion or expiration of the conversion option.

Transaction costs that relate to the issue of the convertible notes are allocated to the liability and equity components in proportion to the allocation of the gross proceeds. Transaction costs relating to the equity component are recognised directly in equity. Transaction costs relating to the liability component are included in carrying amount of the liability component and amortised over the lives of the convertible notes using the effective interest method.

(t) Lease liabilities

A lease liability is recognised at the commencement date of a lease. The lease liability is initially recognised at the present value of the lease payments to be made over the term of the lease, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Consolidated Entity's incremental borrowing rate. Lease payments comprise of fixed payments less any lease incentives receivable, variable lease payments that depend on an index or a rate, amounts expected to be paid under residual value guarantees, exercise price of

a purchase option when the exercise of the option is reasonably certain to occur, and any anticipated termination penalties. The variable lease payments that do not depend on an index or a rate are expensed in the period in which they are incurred.

Lease liabilities are measured at amortised cost using the effective interest method. The carrying amounts are remeasured if there is a change in the following: future lease payments arising from a change in an index or a rate used; residual guarantee; lease term; certainty of a purchase option and termination penalties. When a lease liability is remeasured, an adjustment is made to the corresponding right-of use asset, or to profit or loss if the carrying amount of the right-of-use asset is fully written down.

Note 3. Summary of significant accounting policies (cont.)

(u) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

(v) Earnings per Share (EPS)

Basic loss per share

Basic earnings per share is calculated by dividing the profit attributable to equity holders of the Consolidated Entity, excluding any costs of servicing equity other than ordinary shares, by the weighted average number of ordinary shares outstanding during the period, adjusted for bonus elements in ordinary shares issued during the period.

Diluted loss per share

Diluted loss per share adjusts the figures used in the determination of basic loss per share to take into account the after income tax effect of interest and other financing costs associated with dilutive potential ordinary shares and the weighted average number of shares assumed to have been issued for no consideration in relation to dilutive potential ordinary shares.

(w) Operating segments

Operating segments are presented using the 'management approach', where the information presented is on the same basis as the internal reports provided to the Chief Operating Decision Makers ('CODM'). The CODM is responsible for the allocation of resources to operating segments and assessing their performance.

(x) Share-based payments

Equity-settled and cash-settled share-based compensation benefits are provided to employees.

Equity-settled transactions

Equity-settled transactions are awards of shares, or options over shares, that are provided to employees in exchange for the rendering of services. Cash-settled transactions are awards of cash for the exchange of services, where the amount of cash is determined by reference to the share price.

The cost of equity-settled transactions are measured at fair value on grant date. Fair value is generally determined using either the Binomial or Black-Scholes option pricing model that takes into account the exercise price, the term of the option, the impact of dilution, the share price at grant date and expected price volatility of the underlying share, the expected dividend yield and the risk free interest rate for the term of the option, together with non-vesting conditions that do not determine whether the Consolidated Entity receives the services that entitle the employees to receive payment. No account is taken of any other vesting conditions.

The cost of equity-settled transactions are recognised as an expense with a corresponding increase in equity over the vesting period. The cumulative charge to profit or loss is calculated based on the grant date fair value of the award, the best estimate of the number of awards that are likely to vest and the expired portion of the vesting period. The amount recognised in profit or loss for the period is the cumulative amount calculated at each reporting date less amounts already recognised in previous periods.

Note 3. Summary of significant accounting policies (cont.)

Cash-settled transactions

The cost of cash-settled transactions is initially, and at each reporting date until vested, determined by applying either the Binomial or Black-Scholes option pricing model, taking into consideration the terms and conditions on which the award was granted. The cumulative charge to profit or loss until settlement of the liability is calculated as follows:

- during the vesting period, the liability at each reporting date is the fair value of the award at that date multiplied by the expired portion of the vesting period.
- from the end of the vesting period until settlement of the award, the liability is the full fair value of the liability at the reporting date.

All changes in the liability are recognised in profit or loss. The ultimate cost of cash-settled transactions is the cash paid to settle the liability.

There are no cash settled transactions for financial year 2023 or financial year 2022.

Market conditions are taken into consideration in determining fair value. Therefore, any awards subject to market conditions are considered to vest irrespective of whether or not that market condition has been met, provided all other conditions are satisfied.

If equity-settled awards are modified, as a minimum an expense is recognised as if the modification has not been made. An additional expense is recognised, over the remaining vesting period, for any modification that increases the total fair value of the share-based compensation benefit as at the date of modification.

If the non-vesting condition is within the control of the Consolidated Entity or employee, the failure to satisfy the condition is treated as a cancellation. If the condition is not within the control of the Consolidated Entity or employee and is not satisfied during the vesting period, any remaining expense for the award is recognised over the remaining vesting period, unless the award is forfeited.

If equity-settled awards are cancelled, it is treated as if it has vested on the date of cancellation, and any remaining expense is recognised immediately. If a new replacement award is substituted for the cancelled award, the cancelled and new award is treated as if they were a modification.

(y) Comparative Figures

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial period.

Where the Consolidated Entity retrospectively applies an accounting policy, makes a retrospective restatement or reclassifies items in its consolidated consolidated financial statements, a third statement of financial position as at the beginning of the preceding period in addition to the minimum comparative consolidated financial statements is presented.

Note 4. Critical accounting judgements, estimates and assumptions

The preparation of the consolidated financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the consolidated financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting

Note 4. Critical accounting judgements, estimates and assumptions (cont.)

accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities (refer to the respective notes) within the next financial year are discussed below.

Impacts of Covid-19

Judgement has been exercised in considering the impacts that the Coronavirus (COVID19) pandemic has had, or may have, on the Consolidated Entity based on known information. This consideration extends to the nature of the products and services offered, customers, supply chain, staffing and geographic regions in which the Consolidated Entity operates. Other than as addressed in specific notes, there does not currently appear to be either any significant impact upon the consolidated financial statements or any significant uncertainties with respect to events or conditions which may impact the Consolidated Entity unfavourably as at the reporting date or subsequently as a result of the Coronavirus (COVID-19) pandemic.

Estimation of useful lives of assets

The Consolidated Entity determines the estimated useful lives and related depreciation and amortisation charges for its finite life intangible assets. The useful lives could change significantly as a result of technical innovations or some other event. The depreciation and amortisation charge will increase where the useful lives are less than previously estimated lives, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down.

Intangible assets

The Consolidated Entity tests annually, or more frequently if events or changes in circumstances indicate impairment, whether indefinite life or finite life intangible assets have suffered any impairment, in accordance with the accounting policy stated in note 3. The recoverable amounts of cash-generating units have been determined based on value-in-use calculations. These calculations require the use of assumptions, including estimated discount rates based on the current cost of capital and growth rates of the estimated future cash flows. Refer to note 20 for details.

Income tax

The Consolidated Entity is subject to income taxes in the jurisdictions in which it operates. Significant judgement is required in determining the provision for income tax. There are many transactions and calculations undertaken during the ordinary course of business for which the ultimate tax determination is uncertain. The Consolidated Entity recognises liabilities for anticipated tax audit issues based on the Consolidated Entity's current understanding of the tax law. Where the final tax outcome of these matters is different from the carrying amounts, such differences will impact the current and deferred tax provisions in the period in which such determination is made.

Recognition of deferred tax assets

Deferred tax assets are recognised for deductible temporary differences and carried forward losses, only if the Consolidated Entity considers it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

Leases- Incremental borrowing rate

Where the interest rate implicit in a lease cannot be readily determined, an incremental borrowing rate is estimated to discount future lease payments to measure the present value of the lease liability at the lease commencement date.

Note 4. Critical accounting judgements, estimates and assumptions (cont.)

Such a rate is based on what the Consolidated Entity estimates it would have to pay a third party to borrow the funds necessary to obtain an asset of a similar value to the right-of-use asset, with similar terms, security and economic environment.

Employee benefits provision

As discussed in note 3, the liability for employee benefits expected to be settled more than 12 months from the reporting date are recognised and measured at the present value of the estimated future cash flows to be made in respect of all employees at the reporting date. In determining the present value of the liability, estimates of attrition rates and pay increases through promotion and inflation have been taken into account.

Going Concern

As at 30 June 2023, the Consolidated Entity's current liabilities exceeded current assets by $373,551 (30 June 2022 current liabilities exceeded current assets by $360,895). For the year ended 30 June 2023, the Consolidated Entity made a loss after income tax expense of $3,506,220 (30 June 2022 loss after income tax expense of $3,368,891). The cash balances as at 30 June 2023 was $399,224 (30 June 2022 was $162,485).

During the 2023 financial year, the shareholders loans received on February 4, 2022, had their maturity date extended in January 2023, and approximately $1,938,287 was to be repaid on July 15, 2024. However, in October 2023, the loans were extended with a new maturity date of December 31, 2024, at an interest rate of 12% and an amount to be repaid of approximately $2,015,687.

The above matters give rise to a material uncertainty that may cast significant doubt over the Consolidated Entity's ability to continue as a going concern. Therefore, the Consolidated Entity may be unable to realise its assets and discharge its liabilities in the normal course of business at the amounts stated in the financial report.

The directors have prepared detailed cash flow projections for the period of 12 months from the date of signing this consolidated financial report. The Consolidated Entity's ability to fund its operations is dependent upon management's plans and execution, which include raising additional capital, either through the proposed public offering or private equity, or the issue of additional convertible notes, obtaining regulatory approvals for its products and generating revenues from these products and having the ability to be able to reduce expenditure accordingly if required, in order to be able to pay its debts as and when they fall due.

On May 5, 2023, the board approved by resolution a raising of up to AUD$1,000,000 in convertible notes with a maturity date of 25 December, 2025 such that the Consolidated Entity may continue to operate as a going concern. At 30 June 2023, $755,935 had been received for these convertibles. Subsequent to 30 June 2023, an additional $248,954 has been received for the final convertible notes that were approved to be issued. Since the convertible notes were approved, a total of $1,004,889 has been received and the convertible note issued has now been closed.

The Consolidated Entity's consolidated financial statements have been prepared on a going concern basis which contemplates the realization of assets and satisfaction of liabilities and commitments in the normal course of business. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities should the Consolidated Entity be unable to continue as a going concern.

Note 5. Operating segments

During the current financial year, the Consolidated Entity operated in one segment.

IFRS 8 requires operating segments to be identified on the basis of internal reports about the components of the Consolidated Entity that are regularly reviewed by the chief operating decision maker in order to allocate resources to the segment and to assess its performance. In the current year the board reviews the Consolidated Entity as one operating segment being the development and testing of a gel based delivery system for humans and animals within Australia.

Assets and liabilities by geographical area

All assets and liabilities and operations are based in Australia.

Note 6. Revenue from contracts with customers

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Sale of products	79,843	147,536

All revenues are recognized accordance with the policy at the point in time of delivery.

Disaggregation of revenue by geographical location:

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
United States of America	79,843	19,961
China	—	127,575
Total	79,843	147,536

Note 7. Other income

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Research & Development – tax incentive	263,058	224,535
Foreign exchange gain	54,830	1,017
Other income	317,888	225,552

Note 8. Employment expenses

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Salary and wages	640,821	188,942
Superannuation contributions – employees	58,919	50,602
Provision for annual leave	38,266	32,577
Payroll tax	14,578	—
	752,584	272,121

Note 9. Corporate expenses

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Accounting expense	157,563	139,781
Professional Fees	99,829	8,000
Management Fees	171,530	115,662
	428,922	263,443

Note 10. IPO related expenses

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Legal fees	75,204	159,590
Audit fees	188,963	164,638
Consultant fees	14,152	290,076
	278,319	614,304

Note 11. Depreciation and amortisation expense

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Amortisation expenses	1,196,488	1,195,258
Depreciation expense on right-of-use assets	30,003	20,002
	1,226,491	1,215,260

Note 12. Research expenses

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Product research expenses	665,035	529,017

Note 13. Finance costs

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Total interest expense on Shareholder loans (refer to note 23)	393,881	172,908
Total interest on Convertible notes (refer to note 23)	9,226	—
Interest and finance charges paid/payable on lease liabilities	414	1,595
Finance charges paid – others	548	1,131
	404,069	175,634

Note 14. Income tax expense

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Numerical reconciliation of income tax expense and tax at the statutory rate		
Loss before income tax expense	(3,506,220)	(3,368,891)
Tax at the statutory tax rate of 25% (2022: 25%)	(876,555)	(842,223)
Tax effect amounts which are not deductible/(taxable) in calculating taxable income:		
Permanent differences	355,356	379,837
Timing differences *(not meeting deferred asset criteria)*	1,334	161,107
Carry forward losses *(not meeting deferred asset criteria)*	519,865	301,279
Income tax expense	—	—

	30 June 2023	**30 June 2022**
	$	**$**
Deferred tax assets not booked:		
– Payables, accrued expenses and provisions	69,018	36,106
– Deferred revenue	34,677	29,941
– Other – Expenses deductible in future periods	123,049	101,051
– Other – Right of use assets	474	1,649

	30 June 2023	**30 June 2022**
	$	**$**
Aggregate amount of tax charged/(credited) directly to equity relating to items that are recognised in equity:	—	—
The amount of unused tax losses for which no deferred tax asset is recognised:		
– applicable to the company	3,651,357	1,808,603
– applicable to subsidiaries (not consolidated for tax purposes)	171,610	171,491
Potential tax benefit @ 25%	955,742	495,024

The above potential tax benefit for tax losses and other deferred tax assets has not been recognised in the statement of financial position. These tax losses can only be utilised in the future if the continuity of ownership test is passed, or failing that, the same business test is passed, and if the Consolidated Entity has taxable income.

Note 15. Cash and cash equivalents

	Consolidated	
	30 June 2023	**30 June 2022**
Current assets		
Cash on hand	4,708	4,708
Cash at bank	394,516	157,777
	399,224	162,485

Note 16. Trade and other receivables

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current assets		
GST	—	18,154
Accounts receivable	8,280	7,977
Accounts receivable – Convertible notes	73,954	—
Other debtors – research and development tax refund receivable	263,057	224,535
	345,291	250,666

The Consolidated Entity has no expected credit losses to trade receivables. All receivables are current as at 30 June 2023.

Due to their short-term nature, the directors consider that the carrying value of trade and other receivables approximates their fair value.

Note 17. Inventories

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current assets		
Raw materials – at cost	95,201	95,201

Note 18. Right-of-use assets

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Non-current assets		
Right-of-use assets	60,006	60,006
Less: Accumulated depreciation	(50,005)	(20,002)
	10,001	40,004

The Consolidated Entity leases a building for its office space under an agreement which expires on 1 November, 2023 and the total rental payable as at 30 June, 2023 is $11,896 (30 June, 2022 $46,602).

Refer note 33 for further information on related party.

Note 19. Prepayments and other assets

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current assets		
Marketing and Promotion	3,787	98,745
Prepaid expenses	33,088	33,088
Advance for equipment	34,503	—
Advance payments to vendors for supply of raw materials	79,880	79,880
	151,258	211,713

Note 20. Intangibles assets

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Non-current assets		
Trade Secrets – at cost	23,857,306	23,857,306
Less: Accumulated amortization	(2,441,300)	(1,248,429)
Net carrying value	21,416,006	22,608,877
Patents and trademarks – at cost	47,840	47,840
Add: Additions	41,428	—
Less: Accumulated amortization	(11,613)	(7,996)
Net carrying value	77,655	39,844
	21,493,661	22,648,721

Reconciliation

Reconciliations of the written down values at the beginning and end of the current and previous financial year are set out below:

Consolidated	**Trade Secrets**	**Patents & trademarks**	**Total**
	$	**$**	**$**
Balance at 1 July 2021	23,801,748	42,231	23,843,979
Additions	—	—	—
Amortisation expense	(1,192,871)	(2,387)	(1,195,258)
Balance at 30 June 2022	22,608,877	39,844	22,648,721
Balance at 1 July 2022	22,608,877	39,844	22,648,721
Additions	—	41,428	41,428
Amortisation expense	(1,192,871)	(3,617)	(1,196,488)
Balance at 30 June 2023	21,416,006	77,655	21,493,661

Trade secrets were acquired during 2021 financial year by the Consolidated Entity and are amortised over its useful life estimate of 20 years. As at June 30, 2023 the remaining useful life of the trade secrets is 18 years (June 30, 2022 19 years)

Assessment for impairment

As disclosed in note 3, management has made judgements and estimates in respect of impairment testing of intangible assets. Since 30 June, 2022, the Company issued 746,268 fully paid Ordinary Shares at an issue price of USD$1.34 (AUD$1.92) totaling USD$1,000,000. As the issue price was lower than previous share issuances and substantially lower than the fair market value derived by the independent valuation expert for June 30, 2022, this is an indicator of potential impairment. In addition, since 30 June 2022, market interest rates have increased significantly. These two events are indicators of potential impairment and as a result, per IAS36, the Consolidated Entity engaged the independent valuation expert to provide an updated discounted cash flow model based on information as at 31 March 2023, to estimate the updated recoverable amount. The discounted cash flow model was revised for the 31 March 2023 period by the independent valuation expert and the discount rate applied in the valuation was increased from a midpoint of 25% to 26.5%, together with pushing forward by one year the cash flow estimates. Management has reviewed all other

Note 20. Intangibles assets (cont.)

estimates and assumptions performed in the 31 March 2023 valuation and based on further interest rate rises between 31 March 2023 and 30 June 2023, management decided to lift the discount rate midpoint by 0.5% to 27%, with no other changes being required. Whilst the revised management cash flow model recoverable value mid-point decreased, there is still significant headroom (over 200%) over the carrying value of the intangible asset at 30 June, 2023. As a result, the Consolidated Entity determined that the recoverable amount in relation the CGU exceeded its carrying value of assets as at 30 June, 2023, and no adjustment to its carrying value (impairment) was required.

Based on the above, the directors believe that no impairment charge is required to the value of the intangible asset at 30 June, 2023.

Methodology

An impairment loss expense in the profit or loss is recognised when the carrying amount of an asset exceeds its recoverable amount. The Consolidated Entity determined the recoverable amounts of the Gelteq Consolidated Entity as one CGU using a fair value less cost to sell approach.

The recoverable amount of the CGU has been determined by a forecast model that estimated the future cash flows based on approved budgets extrapolated for five years by management. The independent valuation experts made a number of material changes to the model, including the revenue generation profile, a decrease in gross margin and an increase in operating expenses and capital expenditure, and extending the forecasts for an additional 1.5 years for a total of 6.5 years.

Management has continued to adopt this extended period for the purposes of the cash flow estimates included in the Fair value less cost to sell recoverable value as at 30 June 2023. This was discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the CGU. When referring to Financial Years (FY), this refers to a period covering July 1st to June 30th the next year. When referring to a calendar year (CY), this is from January 1st to December 31st of the same year.

The discounted cash flow model used in the assessment of fair value less cost to sell is sensitive to a number of key assumptions, including revenue growth rates, discount rates and operating costs. These assumptions can change over short periods of time and can have a significant impact on the carrying value of the assets. For any AUD figures presented from the valuation analysis, these have been obtained by conversion from USD at an exchange rate of 1 AUD$ = 0.6630 USD$

Fair value less cost to sell and key assumptions

The Company estimates the fair value less cost to sell of the Gelteq Consolidated Entity cash generating unit (CGU) using discounted cash flows. Management assumptions were developed in conjunction with its external valuation advisors. Management incorporated internal and external market information developing these assumptions, although the extent to which they rely on past experience of the Consolidated Entity is limited given the consolidated entity has not yet started full scale operations, pending capital raising activities where necessary, with external sources of information having been adjusted to reflect factors specific to the Consolidated Entity. Fair value less cost to sell is categorised within level 3 of the fair value hierarchy.

For the 2023 reporting period, the recoverable amount of the CGU was determined based on fair value less cost to sell calculations which required the use of key assumptions:

- Operating Segments —
  - The Consolidated Entity's cash flows are generated from one CGU which covers nutraceuticals for humans and animals, pharmaceutical for humans and animals and controlled substances.

Note 20. Intangibles assets (cont.)

- Cash Flow projections —
  - The calculations used cash flow projections based on financial budgets approved by management covering FY24 to FY27. With extrapolations using growth assumptions utilized up to the end of CY29. The projections included negative undiscounted operating cash flows between CY23 and CY25 before making positive operating returns from CY26 onwards as the business scales up operations and operating margins that are in line with industry averages in similar industries. A full 6.5 years of cash flow projections were used to allow for 3 years of positive cash flow projections.
  - Weighted average cost of capital of 27%, for early-stage businesses similar to the Consolidated Entity, was applied. This is an appropriate discount rate as management have relied upon number of studies investigating rates of return required by investors in early stage businesses similar to Consolidated Entity.
- Revenue —
  - Management have implemented a hybrid revenue model with revenue generated from manufacturing and royalties (on each individual order). For simplicity, the DCF model has excluded royalty revenue from the calculations.
  - The model is based on a 6.5 year compound average growth rate of 92%. The model forecast revenue growth rates at 147% in CY25, 179% in CY26, 96% in CY27, 54% in CY28 and 26% in CY29.
- Gross Margins —
  - The Consolidated Entity has forecast sales on an exclusive and non-exclusive basis. Exclusive sales are for products that can only be sold by one retailer in an agreed territory. Non-exclusive sales mean more than one party can sell the same product in a particular territory. Higher margins are forecast for exclusive sales as the customer gets the benefit of exclusivity. Management has forecast gross margin on exclusive sales of 65% in CY24, increasing to 75% from CY25 onwards. As the initial orders may be offered at a discount, with market pricing on subsequent orders, in the valuation model the gross margin assumptions is adjusted to start at 50% in CY24 and increase by 4% per annum to 70% in CY29. Lower margins are forecast on non-exclusive sales with adjusted management forecast to reflect a more gradual increase in gross margin from 30% in CY24, increasing by approximately 4% per annum to 50% in CY29.
- Operating Expense —
  - The largest operating expense is employee costs. Salary and benefits are forecast to increase by 176% in CY24, 64% in CY25, 24% in CY26 and 8% thereafter and oncosts are forecast at 17% of salaries.
- EBITDA —
  - The model is based on a long-term EBITDA margin of 45%. The model forecast the EBITDA margin at -127% in CY24, -58% in CY25, 4% in CY26, 28% in CY27, 39% at CY28 and 45% at CY29.
- CAPEX —
  - Model forecast capex on intangibles at A$1.1 million per annum to account for continued research and development in new products and technology. Capex requirements for PP&E is relatively immaterial and has been forecast at A$0.2 million per annum.

Note 20. Intangibles assets (cont.)

- Amortisation —
  - Amortisation has been estimated at 5% of the opening intangibles balance each year. This roughly equates to an average useful life of 20 years for intangibles, which is in line with the Consolidated Entity's current policy.
- Tax Rate
  - A tax rate of 30% has been applied in line the with the corporate tax rate in Australia. Whilst the tax rate may be lower in earlier years, this tax rate is in line with the Consolidated Entity's long term tax rate and the tax rate of a likely acquirer.
- Working Capital
  - Model forecasts the receivables and payables at 30 days in line with management expectations. Payables days are only applied to operating expenses as all manufacturing costs are paid prior to dispatch to customers.
- Other balance Sheet Items
  - There are no other assumptions that result it material balance sheet movements that affect forecast cash flow.

Apart from the considerations described in determining the value-in-use of the cash-generating units described above, management is not currently aware of any other probable changes that would necessitate changes in its key estimates.

Impairment

The Consolidated Entity has performed an impairment assessment based on its cash generating unit (CGU).

The Consolidated Entity determined that the recoverable amount in relation the CGU exceeded its carrying value of assets as at 30 June 2023, therefore no adjustment to its carrying value (impairment) was required.

The directors have reviewed and are comfortable with the significant assumptions determined by management. Based on the above, the directors believe that no impairment charge is required to the value of the intangible asset at 30 June 2023.

Sensitivity

The sensitivities on the updated discounted cash flow model are as follows:

- Revenue would require a reduction of 13% (30 June, 2022, 15%) to the compounded growth rate over 6.5 years before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- EBITDA margin would need a reduction of 20% (30 June, 2022, 22%) over 6.5 years before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- The discount rate would be required to increase to 43% (30 June, 2022, 42%) before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- Long Term growth rate would need to be reduced to be in negative (consistent with the 30 June, 2022, valuation) in the cashflow modelling before the intangible asset value would need to be impaired, with all other assumptions remaining constant.

Note 20. Intangibles assets (cont.)

Management believes that other reasonable changes in the key assumptions on which the recoverable amount on intangible asset is based would not cause the carrying amount to exceed its recoverable amount.

Management notes that if performance is not as expected, an impairment charge against these assets could be recognised in the next financial year's accounts. This estimation of uncertainty is expected to reduce over time as the Consolidated Entity's business develops and matures.

Note 21. Trade and other payables

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current liabilities		
Trade payables	291,270	216,725
GST Payable	23,155	—
Accruals	577,224	376,076
Payroll Liabilities:		
Wages Payable	211,869	212,862
PAYG Withholding Payable	49,517	48,314
Payroll tax payable	14,578	—
Superannuation Payable	16,791	27,910
	1,184,404	881,887

Due to their short term nature, the directors consider that the carrying amount of trade payables and other payables approximates to their fair value. No interest is payable on amounts classified as trade and other payables.

Note 22. Deferred Revenue

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current liabilities		
Deferred Revenue	85,359	119,765
Reconciliation		
Reconciliation of the written down values at the beginning and end of the current and previous financial year are set out below:		
Opening balance	119,765	—
Payments received in advance	45,437	267,301
Transfer to revenue – performance obligations satisfied in during year	(79,843)	(147,536)
Closing balance	85,359	119,765

Note 22. Deferred Revenue (cont.)

Unsatisfied performance obligations

The aggregate amount of the transaction price allocated to the performance obligations that are unsatisfied at the end of the reporting period was $85,359 as at 30 June 2023 ($119,765 as at 30 June 2022) and is expected to be recognised as revenue in future periods as follows:

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
6 to 12 months	85,359	119,765

Note 23. Borrowings

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current liabilities		
Loans – Directors[(i)]	5,086	5,086
Non-current liabilities		
Loan from Director (term–5 years, interest free)	13,550	13,550
Loan from associated entities[(ii)]	155,304	154,540
Shareholders Loan[(iii)]	1,463,650	1,292,450
Convertible notes[(iiii)]	839,115	—
	2,471,619	1,460,540
	2,476,705	1,465,626

(i) These are unsecured and interest free loans with no maturity terms provided by directors of the Company.

(ii) During the previous financial years ended 30 June 2021 and 30 June 2020, the Company received unsecured loans from Nutrition DNA and Domalina Unit Trust. These loans have a maturity term of 5 years, and 0.5% interest p.a. Nutrition DNA and Domalina Unit Trust are entities associated with Nathan Givoni and Simon H. Szewach directors of the Company.

(iii) On 20 January 2022 the Company entered into unsecured loan agreements with some of the Company's existing shareholders (Lending shareholders) for $1,493,445 received during January and February 2022, at an interest rate of 12% per annum for an 18 month term maturing on 15 July, 2023.

These loan agreements are compound financial instruments with both debt and equity components. The loans include an equity component of $373,903 comprising of 63,807 fully paid ordinary shares to be issued to the Lending Shareholders.

63,807 shares were determined based on shares equivalent to $1.00 for every $4.00 of principal loaned to the Company, as agreed in the loan agreements. These have been recognised as equity on inception of the loans. The shares were to be issued within 90 days of the loan being advanced with a deemed issue price of $5.86 per fully paid ordinary share, being the pre-dilution price and were issued on April 28, 2022. The Consolidated Entity has recognised the shareholders loans initially at fair value of $1,119,542, net of the equity component of $373,903 and subsequently carried at amortised cost using an effective interest method. On January 3, 2023, the loans were extended for an additional 12 months at an interest rate of 12% maturing on 15 July 2024. These extensions constitute a substantial modification per IFRS 9, and therefore the original liability is derecognised on modification date, and the new liability for the extended loans is recognised at fair value, discounted using an appropriate discount rate.

The resulting gain on the modification of the liability is recognised in the profit and loss.

Note 23. Borrowings (cont.)

(iiii) On 5 May 2023 the directors received Board approval to issue up to $1,000,000 in $1 unsecured convertible notes redeemable on 31 December 2025, an interest rate of 12% and a conversion discount of 12%. On a Liquidity event, or at least 90 days prior to Maturity, each Noteholder may elect to either Convert their Notes or redeem for Australian cash repayment. If the Noteholder elects to Convert, the number of fully paid ordinary shares to be issued in satisfaction of the Convertible Notes will be determined by the market value being, determined as;

- in the case of a Listing, the price per Share set for the underlying securities that are offered for issue as part of the Listing;
- in the case of a Sale Event, the price per Share set for the underlying securities that are to be sold as part of the Sale Event; and
- in the case of a Qualifying Transaction, the price per Share set for the underlying securities that are to be issued as part of the Qualifying Transaction
- of which the Noteholder has a conversion discount of 12% to the determined market value.

The convertible note balance as at 30 June, 2023 comprises of convertible note funds received $755,935, accrued interest $9,226 and convertible amounts committed but received after the year end 30 June 2023 of $73,954.

Since the year ended June 30, 2023, the Company has issued the following additional convertible notes (on the same terms and conditions as the previous convertible notes);

- September 2023, $25,000
- October 2023, $150,000

The total amount raised from the convertible note issue was $1,004,889, over the Board approved amount of $1,000,000, due to the impact of movements in exchange rates. The issue has now been fully subscribed and was closed in October 2023.

The table below shows the movement of Shareholder loans during the respective periods.

	Consolidated	
	30 June 2023	30 June 2022
	AUD$	AUD$
Opening Shareholder Loan balance	1,292,450	1,119,542
Interest accrued prior to modification	193,735	172,908
Shareholder Loan balance at date of modification (January 3, 2023)	1,486,185	—
Balance derecognised upon modification	(1,486,185)	—
New Fair Value Shareholder Loan Balance post modification	1,263,504	—
Interest accrued post modification	200,146	—
	1,463,650	1,292,450

Note 23. Borrowings (cont.)

The table below shows the movement of Convertible Notes during the respective periods.

	Consolidated	
	30 June 2023	**30 June 2022**
	AUD$	**AUD$**
Opening convertible note balance	—	—
Convertible notes issued – received in cash	755,935	—
Convertible notes issued – accrued (owing)	73,954	
Interest accrued	9,226	—
	839,115	—

There was no repayment of interest or loans/convertible notes during the period (no repayment of interest or loan during the year ended 30 June, 2022).

Refer to note 33 for further information on related parties.

Note 24. Lease liabilities

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current liabilities		
Lease liability	11,896	34,707
Non-current liabilities		
Lease liability	—	11,896
	11,896	46,603

Refer to note 28 for further information on financial instruments.

Note 25. Employee benefits provisions

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Current liabilities		
Provision for Annual leave	77,780	39,515

Note 25. Employee benefits provisions (cont.)

Employee entitlements:

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Opening balance	39,515	6,939
Annual Leave taken	(33,396)	(9,182)
Additional provisions raised	71,661	41,758
Closing balance	77,780	39,515

Note 26. Issued capital

	Consolidated			
	30 June 2023	**30 June 2022**	**30 June 2023**	**30 June 2022**
	Shares	**Shares**	**$**	**$**
Ordinary shares – fully paid	8,118,075	7,371,807	26,608,227	25,298,909

Movements in ordinary share capital

The table below shows movements in issued capital.

Share issue date	**Shares**	**Issue Price**	**Share capital raising**	**Share capital raising costs**	**Share capital**
		AUD$	**AUD$**	**AUD$**	**AUD$**
Opening balance 1 July 2021	7,308,000				24,925,006
28/04/2022 Share issue in association with loan to existing shareholders	63,807	$ 5.8600	—	—	373,903
Closing Balance 30 June 2022	7,371,807				25,298,909
26/09/2022 Shares issued to existing shareholders	746,268	$ 1.91776	1,431,162	(121,844)	1,309,318
Closing Balance 30 June 2023	8,118,075				26,608,227

In the previous financial year on 9 February 2022, the shareholders and the directors approved a further share split of 1 to 1,050 that was effective on such date. This share split increased the aggregate number of Gelteq's ordinary shares to 7,308,000 ordinary shares.

The rights and privileges of the holders of shares of the Company were unaffected by the share split. All share and per share information has been retroactively adjusted following the effective date of the 1 to 1,050 share split to reflect the share split for all year presented.

On 26 September 2022, the Company issued 746,268 fully paid Ordinary Shares at an issue price of USD$1.34 (AUD$1.92) totaling USD$1,000,000 (AUD$1,431,162) to professional, sophisticated, and other exempt Australian investors who participated in the Pre IPO-Raise. The transaction incurred capital raising costs of AUD$121,844 resulting in a net increase in share capital of AUD$1,309,318.

Note 26. Issued capital (cont.)

Ordinary shares

Ordinary shares entitle the holder to participate in dividends and the proceeds on the winding up of the Consolidated Entity in proportion to the number of and amounts paid on the shares held. The fully paid ordinary shares have no par value and the Consolidated Entity does not have a limited amount of authorised capital.

On a show of hands every member present at a meeting in person or by proxy shall have one vote and upon a poll each share shall have one vote.

Capital risk management

The Consolidated Entity's objectives when managing capital is to safeguard its ability to continue as a going concern, so that it can provide returns for shareholders and benefits for other stakeholders and to maintain an optimum capital structure to reduce the cost of capital.

Capital is regarded as total equity, as recognised in the statement of financial position, plus net debt. Net debt is calculated as total borrowings less cash and cash equivalents. The Consolidated Entity may issue shares to investors and suppliers (and employees) time to time to raise capital and compensate for services received.

In order to maintain or adjust the capital structure, the Consolidated Entity may adjust the amount of dividends paid to shareholders, return capital to shareholders, issue new shares or sell assets to reduce debt.

Note 27. Dividends

There were no dividends paid, recommended or declared during the current or previous financial year.

Note 28. Financial instruments

Financial risk management objectives

The Consolidated Entity's activities expose it to a variety of financial risks: market risk (including foreign currency risk, price risk and interest rate risk), credit risk and liquidity risk.

The Consolidated Entity's overall risk management program focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the financial performance of the Consolidated Entity.

The Consolidated Entity uses different methods to measure different types of risk to which it is exposed. These methods include sensitivity analysis in the case of interest rate, foreign exchange and other price risks, ageing analysis for credit risk and beta analysis in respect of investment portfolios to determine market risk.

Risk management is carried out by senior finance executives ('finance') under policies approved by the Board of Directors ('the Board'). These policies include identification and analysis of the risk exposure of the Consolidated

Entity and appropriate procedures, controls and risk limits. Finance identifies, evaluates and hedges financial risks within the Consolidated Entity's operating units. Finance reports to the Board on a monthly basis.

Market risk

Foreign currency risk

The Consolidated Entity is not currently exposed to significant foreign currency risk. Foreign exchange risk arises from future commercial transactions and recognised financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. The risk is measured using sensitivity analysis and cash flow forecasting. Management understands, it will over the next twelve months, increase in dealing in foreign currencies and will have in place a risk management policy when it is required.

Note 28. Financial instruments (cont.)

Price risk

The Consolidated Entity is not exposed to any significant price risk.

Cash flow and fair value interest rate risk

The Consolidated Entity has limited exposure to interest rate risks arising from longterm borrowings as these are based on fixed rates. There are no borrowings obtained at variable rates in the financial years to 30 June 2023 or 30 June 2022. All cash is held in chequing accounts or on hand, and do not earn interest.

Credit risk

The Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to the Consolidated Entity. The maximum exposure to credit risk at the reporting date to recognised financial assets is the carrying amount, net of any provisions for impairment of those assets, as disclosed in the statement of financial position and notes to the consolidated financial statements. The Consolidated Entity does not hold any collateral.

All trade and other receivables are current as at 30 June 2023 and 30 June 2022, with no balances past due.

The Consolidated Entity recorded no bad debt expense in the years ended 30 June 2023 or 30 June 2022. As of 30 June 2023 and 2022, there was no expected credit losses recorded.

Generally, trade receivables are written off when there is no reasonable expectation of recovery. Indicators of this include the failure of a debtor to engage in a repayment plan, no active enforcement activity and a failure to make contractual payments for a period greater than 1 year.

Liquidity risk

Vigilant liquidity risk management requires the Consolidated Entity to maintain sufficient liquid assets (mainly cash and cash equivalents) and available borrowing facilities to be able to pay debts as and when they become due and payable.

The Consolidated Entity manages liquidity risk by maintaining adequate cash reserves and available borrowing facilities by continuously monitoring actual and forecast cash flows and matching the maturity profiles of financial assets and liabilities.

Since the year ended June 30, 2023, the Company has issued the following additional convertible notes (on the same terms and conditions as the previous convertible notes);

- September 2023, $25,000
- October 2023, $150,000

The $1,000,000 convertible note issue has now been fully subscribed and was closed in October 2023.

Note 28. Financial instruments (cont.)

Remaining contractual maturities

The following tables detail the Consolidated Entity's remaining contractual maturity for its financial instrument liabilities. The tables have been drawn up based on the undiscounted cash flows of financial liabilities based on the earliest date on which the financial liabilities are required to be paid. The tables include both interest and principal cash flows disclosed as remaining contractual maturities and therefore these totals may differ from their carrying amount in the statement of financial position.

Consolidated–30 June 2023	Weighted average interest rate	1 year or less	Between 1 and 2 years	Between 2 and 5 years	Over 5 years	Remaining contractual maturities
	%	$	$	$	$	$
Non-derivatives						
Non-interest bearing						
Trade and GST payables	—	314,425	—	—	—	314,425
Payroll liabilities	—	292,755	—	—	—	292,755
Other loans	—	5,086	13,550	—	—	18,636
Interest bearing – fixed rate						
Lease liability	4.2%	12,000				12,000
Borrowings	0.50%		155,304	—	—	155,304
Borrowings – Shareholder Loans*	12.0%		1,938,287	—	—	1,938,287
Borrowings – Convertible Notes	12.0%	—	—	1,095,452	—	1,095,452
Total non-derivatives		624,266	2,107,141	1,095,452	—	3,826,859

* The Shareholder loans in the table reflect the maturity date as at 30 June, 2023. During October 2023, all Shareholder loan holders agreed to extend the loans with a new maturity date to 31 December, 2024 and a new approximate contractual maturity repayment amount of $2.015m (see note 35 for further details).

Consolidated–30 June 2022	Weighted average interest rate	1 year or less	Between 1 and 2 years	Between 2 and 5 years	Over 5 years	Remaining contractual maturities
	%	$	$	$	$	$
Non-derivatives						
Non-interest bearing						
Trade payables	—	216,725	—	—	—	216,725
Payroll liabilities	—	289,086	—	—	—	289,086
Other loans	—	5,086	13,550	—	—	18,636
Interest-bearing – fixed rate						
Lease liability	4.20%	45,000	12,000	—	—	57,000
Borrowings	0.50%	—	—	154,540	—	154,540
Borrowings	12.00%	—	1,753,005	—	—	1,753,005
Total non-derivatives		555,897	1,778,555	154,540	—	2,488,992

Note 28. Financial instruments (cont.)

Fair Value

Fair Value Hierarchy

The following tables detail the Consolidated Entity's assets and liabilities, measured or disclosed at fair value, using a three level hierarchy, based on the lowest level of input that is significant to the entire fair value measurement, being:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at measurement date

Level 2: Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly

Level 3: Unobservable inputs for the asset or liability

The Consolidated Entity has no assets or liabilities held at fair value.

Note 29. Key management personnel

Key management personnel (KMP) are those persons having authority and responsibility for planning, directing and controlling the activities of the Consolidated Entity, including the directors of the company as listed on page F-7 immediately above Note 2, and the Financial Controller of the company. There is a pro-rata allocation of compensation for the time at the office for any KMP which have joined or left the Consolidated Entity during the reporting year.

Directors

The following persons were directors of Gelteq during the financial year:

Mr. Simon Hayden Szewach	(Executive Chairman)
Mr. Nathan Jacob Givoni	(Executive Director)
Mr. Jeffrey W. Olyniec	(Non-Executive Director)
Mr. Philip Dalidakis	(Non-Executive Director)
Mr. Paul Wynne	(Non-Executive Director) – resigned 28 February 2023
Prof. David Morton	(Non-Executive Director) – effective 28 February 2023

Other key management personnel

The following person also had the authority and responsibility for planning, directing and controlling the major activities of the Consolidated Entity, directly or indirectly, during the financial year:

Mr. Neale Java	(Chief Financial Officer) – resigned 14 February 2023
Mr. Craig Young	(Chief Financial Officer) – effective 20 February 2023

Note 29. Key management personnel (cont.)

Compensation

The aggregate compensation paid/payable to directors and to other members of key management personnel of the Consolidated Entity is set out below:

	Consolidated	
	30 June 2023	30 June 2022
	$	$
Short-term employee benefits	558,855	444,800
Post-employment benefits	57,440	40,848
Share-based payments	(34,722)	34,722
	581,573	520,370

Some of the above amounts were paid to related management entities

Note 30. Remuneration of auditors

During the financial year the following fees were paid or payable for services provided by UHY Haines Norton, the auditor of the Company:

	Consolidated	
	30 June 2023	30 June 2022
	$	$
Audit services – UHY Haines Norton		
Audit or review of the consolidated financial statements*	188,963	164,638

* Audit fees paid or payable to UHY Haines Norton are included as part of our IPO expenses.

Note 31. Contingent assets & Liabilities and Commitments

On 25 April, 2023, the Company entered into a new underwriting agreement with R.F Lafferty & Co, Inc, which ended on 25 October, 2023, and has the following terms and conditions;

i. Raise up to USD$20 million, with the final offering to be agreed between both parties

ii. 7% commission, or 3% commission for investors introduced by Gelteq

iii. 1% out of pocket allowance

iv. USD$25,000 up front advance for out-of-pocket expenses

v. Legal fees up to USD$200,000 in the event of listing or up to USD$75,000 if there is no listing

vi. Share purchase warrants of 7% (exercisable at 125% of the public offering price 6 months after the date of closing)

The Company paid the upfront advance of USD$25,000 and the remainder of fees remains as a contingent liability which as of the date of this report is not able to be quantified as a public listing has not occurred, and is not guaranteed, and a raise amount, which governs the commissions, is only finalised once the public listing is approved.

Subsequent to the reporting period, on 17 November, 2023, the letter of engagement was further extended until 31 January, 2024 on the above terms.

There were no other contingent assets, contingent liabilities and commitments as at 30 June 2023 (2022: nil)

Note 32. Lease commitments

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Lease commitments – operating		
Committed at the reporting date:		
Within one year	11,896	34,707
One to five years	—	11,896
	11,896	46,603

The Consolidated Entity had no capital commitments as at 30 June 2023 and 30 June 2022.

Note 33. Related party transactions

Parent entity

Gelteq is the parent entity.

Subsidiaries

Interests in subsidiaries are set out in note 34.

Key management personnel

Disclosures relating to key management personnel are set out in note 29.

Transactions with related parties

The following transactions occurred with related parties:

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Sale of goods:		
Sale of goods/services to commonly controlled entity*	—	134,231
Payment for other expenses:		
Interest expense on loans from directors (as part of shareholder loan and convertible note issue)**	131,684	57,042
Interest expense on loans from controlling entity**	764	712
Management and consulting services***	171,530	143,977
Other Transactions		
Gain on modification of loans	(73,007)	—

* During the year ended 30 June 2022, the Company sold goods to Pacific Pine Tennis Limited, Pacific Pine Golf Limited, AC Milan Football Academy, Five -star sports Hong Kong Ltd. and Lifestyle Breakthrough Pty Ltd an entity associated with Jeff Olyniec and Nathan Givoni directors of the Company.

** The interest is accrued and not paid

*** During the year the Company received Management and Legal services from Asiana Trading Corporation, an entity associated with Jeff Olyniec (until December 2021), a director of the Company.

Note 33. Related party transactions (cont.)

Outstanding balances arising from transactions with related parties:

	30 June 2023	30 June 2022
	AUD$	AUD$
Receivables from related parties:		
Prepayment*	33,088	33,088
Trade Receivables**	8,280	6,655
Total Receivables from related parties	41,368	39,743
Payables to related parties:		
Entities controlled by key management personnel***	—	11,678
Payables to Key management personnel directly****	211,869	145,665
Total payables to related parties	211,869	157,343

* During August 2021, the Company as per agreement with Asiana Trading corporation paid first deposit for its future order. Asiana Trading Corporation is an entity associated with Jeff Olyniec, a director of the Company. The balance is included within Prepayments and other assets in the Condensed Consolidated Statement of Financial Position.

** During the year 30 June 2022, the Company entered into agreement with Lifestyle Breakthrough Pty Ltd. an entity associated with Nathan Givoni and Simon H. Szewach , directors of the Company for sale of goods & service. The balance is included in Trade and other receivables in the Condensed Consolidated Statement of Financial Position.

*** Entities controlled by key management personnel are included within Trade payables in Note 21.

**** Payables to key management personnel are included within Wages payable in Note 21.

Loans to/from related parties

The following balances are outstanding at the reporting date in relation to loans with related parties:

	Consolidated	
	30 June 2023	30 June 2022
	AUD$	AUD$
Loans from Directors		
Opening Balance	445,015	18,145
Loans advanced *	—	369,628
Modification of fair value on extinguishment	(73,007)	—
Interest accrued prior to modification	64,012	57,042
Interest accrued post modification	66,217	—
Previous year – reclassification	—	200
Closing Balance	502,237	445,015
Loans from associated entities		
Opening Balance	154,540	153,978
Previous year – reclassification to loan from directors	—	(200)
Interest charged	764	762
Closing Balance	155,304	154,540

* The Loan from director relates to loans provided in the year ended 30 June 2022, by Jeffrey Olyniec, Executive Director and B&M Givoni Ltd. a close family member of Nathan Givoni, Executive director of the Company. These loan agreements are compound financial instruments with both debt and equity components. The loans include an equity component of $124,108 comprising of 21,179 fully paid ordinary shares to be issued to the Lending Shareholders.

Note 33. Related party transactions (cont.)

21,179 shares were determined based on shares equivalent to $1.00 for every $4.00 of principal loaned to the Company, as agreed in the loan agreements. These have been recognised as equity on inception of the loans. The shares were to be issued within 90 days of the loan being advanced with a deemed issue price of $5.86 per fully paid ordinary share, being the pre-dilution price and were issued on April 28, 2022. The Consolidated Entity has recognised the shareholders loans initially at fair value of $369,337, net of the equity component of $124,108 and subsequently carried at amortised cost using an effective interest method. During the 2023 financial year, the shareholders loans received on 4 February, 2022, had their maturity date extended in January 2023, and approximately $1,938,287 was to be repaid on 15 July, 2024. The resulting gain on the modification of the liability is recognized in the profit and loss statement and there was no repayment of interest or loan during the year (no repayment of interest or loan during the year ended 30 June 2023). These extensions constitute a substantial modification per IFRS 9, and therefore the original liability is derecognised on modification date, and the new liability for the extended loans is recognised at fair value, discounted using an appropriate discount rate.

Subsequent to 30 June, 2023, the loans were extended with a new maturity date of 31 December, 2024, at an interest rate of 12% and an amount to be repaid of approximately $2,015,687.

The following balances are outstanding at the reporting date in relation to convertible notes with related parties:

	Consolidated	
	30 June 2023	**30 June 2022**
	AUD$	**AUD$**
Convertible notes from Directors		
Opening Balance	—	—
Proceeds from convertible note issue	75,030	—
Interest accrued post modification	1,455	—
Closing Balance	76,485	—

* The Convertible Notes from directors relates to convertible notes received from Jeffrey Olyniec, Non — Executive Director.

Terms and conditions

Not all transactions with related parties have not undergone a formal benchmarking process to establish whether arrangements are conducted under normal market terms and conditions, accordingly, transactions may not be considered at arm's length. Related party loans are either unsecured, interest-free and payable on demand or are subject to unsecured loan agreements with fixed terms and interest payable.

Interest-free loans are noted accordingly.

No adjustment has been made to their carrying value. The parent company has not provided any guarantees in relation to any debts incurred by its subsidiaries.

Other related party transactions

On 30 October 2021, the Company entered into a lease agreement with the Lifestyle Breakthrough Holdings U/T to rent office space and incurred rental expense of $34,706 for the year ended 30 June 2023 (30 June 2022: $46,602). Lifestyle Breakthrough Holdings U/T is an entity associated with Nathan Givoni and Simon H. Szewach, directors of the Company. $11,896 is payable at as year ended 30 June 2023 (30 June 2022:$46,602). These are expected to be paid over the period of next four months.

Note 34. Interests in subsidiaries

(a) Information about principal subsidiaries

The subsidiaries listed below have share capital consisting solely of ordinary shares, which are held directly by the Consolidated Entity. The proportion of ownership interests held equals the voting rights held by the Consolidated Entity. Each subsidiary's principal place of business is also its country of incorporation or registration.

Name	Principal place of business/Country of incorporation	30 June 2023	30 June 2022
		%	%
Nutrigel Unit Trust	Melbourne VIC Australia	100.00%	100.00%
Nutrigel Pty Ltd	Melbourne VIC Australia	100.00%	100.00%
Sport Supplements Unit Trust	Melbourne VIC Australia	100.00%	100.00%
Sport Supplements Pty Ltd	Melbourne VIC Australia	100.00%	100.00%

(b) Significant Restrictions

There are no significant restrictions over the Consolidated Entity's ability to access or use assets, and settle liabilities, of the Consolidated Entity.

Note 35. Events after the reporting period

In the year after 30 June 2023, the Company has continued with work on its Initial Public Offer (**IPO**) and the proposed listing of its securities on the Nasdaq Capital Market (**NASDAQ**). On 3 August 2023, the Company lodged an updated filing with the U.S. Securities and Exchange Commission (SEC) and NASDAQ, the Prospectus for its proposed IPO. This Prospectus is currently being updated with 30 June, 2023 financials to be resubmitted to the SEC.

Since the year ended June 30, 2023 the Company has issued the following additional convertible notes (on the same terms and conditions as the previous convertible notes);

- September 2023, $25,000
- October 2023, $150,000

The $1,000,000 convertible note issue has now been fully subscribed and was closed in October 2023.

During October 2023, all existing shareholder loan holders agreed to extend their loans, on the same terms and conditions, with a new maturity date of December 31, 2024 and an expected amount to be paid on maturity of approximately $2,015,687.

On September 29, 2023, the Board, via a circular resolution, accepted the resignation of Suzanne Irwin as Company Secretary and appointed Craig Young as the new Company Secretary.

No other matter or circumstance has arisen since 30 June 2023 that has significantly affected, or may significantly affect the Consolidated Entity's operations, the results of those operations, or the Consolidated Entity's state of affairs in future financial years.

Note 36. Reconciliation of loss before income tax to net cash used in operating activities

	Consolidated	
	30 June 2023	**30 June 2022**
	$	**$**
Loss before income tax expense for the year	(3,506,220)	(3,368,891)
Adjustments for:		
Depreciation and amortization	1,226,491	1,215,260
Gain on loan modification	(222,681)	—
Share-based payments	—	34,722
Foreign exchange differences	(51,795)	(1,017)
Interest expense	403,107	175,266
Change in operating assets and liabilities:		
(Increase) in other debtors – research & development refund	(38,522)	(64,666)
Decrease in GST receivable	18,154	15,222
(Increase) in accounts receivables	(303)	(7,977)
Increase in GST Payable	23,155	—
(Increase)/decrease in inventory	—	(95,201)
(Increase)/decrease in prepayments and other assets	94,958	(211,713)
Increase/(decrease) in deferred revenue	(34,406)	119,765
Increase in payroll liabilities	3,669	182,547
Increase in Provision for annual leave	38,265	32,577
Increase in trade payables and accruals	275,693	466,174
Net cash used in operating activities	(1,770,435)	(1,507,932)

Reconciliation of cash	**30 June 2023**	**30 June 2022**
	$	**$**
Cash on hand	4,708	4,708
Cash at Bank – Gelteq	389,625	152,767
Cash at Bank – Nutrigel Unit Trust	4,891	5,010
Cash at Bank – Sport Supplements Pty Ltd		—
	399,224	162,485

Note 37. Changes in liabilities arising from financing activities

Consolidated	Interest bearing loans and borrowings	Lease Liability	Total
	$	$	$
Balance at 1 July 2021	172,174	—	172,174
Acquisition of leases	—	60,006	60,006
Net cash from financing activities	1,493,735	(6,000)	1,487,735
Transaction cost	(373,903)	—	(373,903)
Other changes–(note 24, note 23 and note 33)	173,620	(7,405)	166,215
Balance at 30 June 2022	1,465,626	46,601	1,512,227
Balance at 1 July 2022	1,465,626	46,601	1,512,227
Net cash from financing activities	755,935	(34,706)	721,229*
Gain on loan modification	(222,681)	—	(222,681)
Other changes – accrued interest and convertible notes (note 23)	477,825	—	477,825
Balance at 30 June 2023	2,476,705	11,895	2,488,600

* The remaining cash received from financing activities of $1,309,318 was from capital financing activities and was not a liability (refer to note 26).

Note 38. Loss per share

	Consolidated	
	30 June 2023	30 June 2022
	$	$
Loss after income tax attributable to the owners of Gelteq	(3,506,220)	(3,368,891)

	Number	Number
Weighted average number of ordinary shares used in calculating basic earnings per share	7,940,026	7,336,000
Weighted average number of ordinary shares used in calculating diluted earnings per share*	7,940,026	7,336,000

	$	$
Basic loss per share	(0.44)	(0.46)
Diluted loss per share	(0.44)	(0.46)

* There are no items to be disclosed under diluted EPS. Refer to comments below for transactions that may effect the diluted earnings per share in future periods.

Share capital subscribed and to be issued is included within earnings per share calculations per IAS 33. Shares are usually included in the weighted average number of shares from the date consideration is receivable (which is generally the date of their issue). Therefore ordinary shares issued in exchange for cash are included when cash is receivable and ordinary shares issued for the rendering of services to the entity are included as the services are rendered.

On 26 September 2022, the Company issued 746,268 fully paid Ordinary Shares at an issue price of USD$1.34 (AUD$1.92) totaling USD$1,000,000 (AUD$1,431,162) to professional, sophisticated, and other exempt Australian investors who participated in the Pre IPO-Raise. The transaction incurred capital raising costs of AUD$121,844 resulting in a net increase in share capital of AUD$1,309,318.

Note 38. Loss per share (cont.)

Refer to Note 26 for further information.

On March 24, 2022, the Company entered into a consulting contract with a counterparty pursuant to which the counterparty will advise in connection with the initial public offering in return for a monthly retainer of a fixed dollar amount with additional fixed cash payments to be made upon the satisfaction of certain conditions and 143,360 fully paid Ordinary Shares that have not been issued as of the date of these condensed consolidated financial statements. Given milestones were missed, the agreement has since been terminated on 4 October 2022, and only 20,000 Ordinary Shares will be provided upon a public listing, which are yet to be issued at the date of these condensed consolidated financial statements. On June 6 2023, an agreement was reached extending the date until 31 October, 2023, by which the consultant is entitled to payment, subject to the successful public listing of the Company. On October 6, 2023, a new agreement was entered into on the same terms and conditions, extending the date until December 31, 2023.

The directors received Board approval on May 5, 2023 to issue up to AUD$1,000,000 in convertible notes with a maturity date of December 31, 2025, to ensure the company can continue to operate as a going concern. At the date of signing the accounts, AUD$1,004,889 (AUD$410,000 plus USD$400,000 calculated at the daily exchange rate when each amount was received)) has been received from the convertible note issue and the issue has been closed. Under the terms and conditions of the convertible note issue, the conversion of the convertible notes is up to the convertible note holder (not compulsory) and as a result, the impact on the Company's future earnings per share is not known.

Note 39. Share-based payments

On 14 February, 2023, Mr. Neale Java resigned as Chief Financial Officer of the company and as a result he forfeited his rights to ordinary shares in the company. The A$34,722 of amortization which represented the total estimated fair value of those rights at 30 June, 2022, and recorded as an equity reserve, was reversed during the year ended 30 June, 2023.

Gelteq Limited
Directors' declaration
30 June 2023 and 2022

In accordance with a resolution of the directors of Gelteq Limited, the directors of the Company declare that:

In the directors' opinion:

- the consolidated financial statements and notes set out in this document are in accordance with requirements of the International Financial Reporting Standards (IFRS), including:
  - (i) complying with Accounting Standards, as issued by the International Accounting Standards Board, and
  - (ii) present fairly in all material respects the Consolidated Entity's financial position as at 30 June 2023 and 30 June 2022, and the results of its operations and its cash flows for each of the years ended 30 June 2023 and 30 June 2022, and
- there are reasonable grounds to believe that the Consolidated Entity will be able to pay its debts as and when they become due and payable.

On behalf of the directors

Simon Szewach

Simon H. Szewach

Executive Chairman

4 December, 2023

Gelteq Limited
(Formerly known as Gelteq Pty Ltd)
Report of independent registered public accounting firm

UHY Haines Norton
Chartered Accountants

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To the Board of Directors and Shareholders of Gelteq Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated statement of financial position of Gelteq Limited and its subsidiaries (together the "Consolidated Entity") as of June 30, 2022 and 2021, and the related consolidated statements of profit and loss and other comprehensive income, changes in equity, and cash flows for each of the years in the two year period ended June 30, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Consolidated Entity as of June 30, 2022 and 2021, and the results of their operations and their cash flows for each of the years in the two year period ended June 30, 2022, in conformity with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board.

Substantial Doubt about the Consolidated Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Consolidated Entity will continue as a going concern. As discussed in Note 4 to the financial statements, the Consolidated Entity is in a current liability position at June 30, 2022 and has suffered recurring losses from operations. These conditions raise substantial doubt about the Consolidated Entity's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 4 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Consolidated Entity's management. Our responsibility is to express an opinion on the Consolidated Entity's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Consolidated Entity in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Consolidated Entity is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Consolidated Entity's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

UHY Haines Norton

We have served as the Consolidated Entity's auditor since 2021.

Sydney, New South Wales
17 March 2023

Gelteq Limited
(Formerly known as Gelteq Pty Ltd)
Statement of profit or loss and other comprehensive income
For the years ended 30 June 2022 and 2021

	Note	Consolidated	
		30 June 2022	30 June 2021
		AUD$	AUD$
Revenue			
Revenue from contracts with customers	6	147,536	—
Other income	7	225,552	159,869
Expenses			
Raw materials and consumables expenses		(94,874)	—
Employment expenses	8	(272,121)	(134,688)
Corporate expenses	9	(248,443)	—
IPO related expenses	10	(504,766)	—
Depreciation and amortisation expense	11	(1,215,260)	(57,945)
Research expenses	12	(529,017)	(277,055)
Auditor's remuneration		(124,538)	(20,000)
Advertising & marketing expense		(68,441)	(12,779)
Share based expense	39	(34,722)	—
Intellectual Property services		(122,307)	—
Legal expense		(24,744)	(5,292)
Consulting Fees		(268,676)	(290,974)
Other expenses		(58,436)	(8,760)
Operating loss		(3,193,257)	(647,624)
Finance costs	13	(175,634)	(1,297)
Loss before income tax expense		(3,368,891)	(648,921)
Income tax expense	14	—	—
Loss after income tax expense for the year attributable to the owners of Gelteq		(3,368,891)	(648,921)
Other comprehensive income for the year, net of tax		—	—
Total comprehensive loss for the year attributable to the owners of Gelteq		(3,368,891)	(648,921)

		AUD$	AUD$
Basic loss per share	38	(0.46)	(0.23)
Diluted loss per share	38	(0.46)	(0.23)

The above statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes

Gelteq Limited
(Formerly known as Gelteq Pty Ltd)
Statement of financial position
As at 30 June 2022 and 2021

	Note	Consolidated 30 June 2022	Consolidated 30 June 2021
		AUD$	AUD$
Assets			
Current assets			
Cash and cash equivalents	15	162,485	181,664
Trade and other receivables	16	250,666	193,245
Inventories	17	95,201	—
Prepayments and other assets	19	211,713	—
Total current assets		720,065	374,909
Non-current assets			
Right-of-use assets	18	40,004	—
Intangibles assets	20	22,648,721	23,843,979
Total non-current assets		22,688,725	23,843,979
Total assets		23,408,790	24,218,888
Liabilities			
Current liabilities			
Trade and other payables	21	881,887	224,165
Deferred Revenue	22	119,765	—
Borrowings	23	5,086	4,796
Lease liabilities	24	34,707	—
Employee benefits provisions	25	39,515	6,939
Total current liabilities		1,080,960	235,900
Non-current liabilities			
Borrowings	23	1,460,540	167,328
Lease liabilities	24	11,896	—
Total non-current liabilities		1,472,436	167,328
Total liabilities		2,553,396	403,228
Net assets		20,855,394	23,815,660
Equity			
Issued capital	26	25,298,909	24,925,006
Reserves		34,722	—
Accumulated losses		(4,478,237)	(1,109,346)
Total equity		20,855,394	23,815,660

The above statement of financial position should be read in conjunction with the accompanying notes

Gelteq Limited
(Formerly known as Gelteq Pty Ltd)
Statement of changes in equity
For the years ended 30 June 2022 and 2021

Consolidated	Issued capital	Share capital subscribed to be issued	Share based payments reserve	Accumulated losses	Total equity
	AUD$	AUD$	AUD$	AUD$	AUD$
Balance at 1 July 2020	300,233	383,264	—	(460,425)	223,072
Loss after income tax expense for the year	—	—	—	(648,921)	(648,921)
Other comprehensive income for the year, net of tax	—	—	—	—	—
Total comprehensive loss for the year	—	—	—	(648,921)	(648,921)
Transactions with owners in their capacity as owners:					
Contributions of equity, net of transaction costs (note 26)	—	255,509	—	—	255,509
Share capital subscribed – to be issued	24,624,773	(638,773)	—	—	23,986,000
Balance at 30 June 2021	24,925,006	—	—	(1,109,346)	23,815,660

Consolidated	Issued capital	Share capital subscribed to be issued	Share based payments reserve	Accumulated losses	Total equity
	AUD$	AUD$	AUD$	AUD$	AUD$
Balance at 1 July 2021	24,925,006	—	—	(1,109,346)	23,815,660
Loss after income tax expense for the year	—	—	—	(3,368,891)	(3,368,891)
Other comprehensive income for the year, net of tax	—	—	—	—	—
Total comprehensive loss for the year	—	—	—	(3,368,891)	(3,368,891)
Transactions with owners in their capacity as owners:					
Share capital subscribed – to be issued	—	373,903	—	—	373,903
Contributions of equity, net of transaction costs (note 26)	373,903	(373,903)	—	—	—
Share-based payments (note 39)	—	—	34,722	—	34,722
Balance at 30 June 2022	25,298,909	—	34,722	(4,478,237)	20,855,394

The above statement of changes in equity should be read in conjunction with the accompanying notes

Gelteq Limited
(Formerly known as Gelteq Pty Ltd)
Statement of cash flows
For the years ended 30 June 2022 and 2021

	Note	Consolidated 30 June 2022	Consolidated 30 June 2021
		AUD$	AUD$
Cash flows from operating activities			
Receipt from Customers		259,325	—
GST refunds from the Australian Taxation Office (ATO)		—	41,622
Research & development tax incentives		159,870	154,033
Payments to suppliers and employees (inclusive of GST)		(1,712,068)	(520,991)
Payments to suppliers IPO (inclusive of GST)		(214,691)	—
Cash receipts from government grant		—	48,464
Interest and other finance costs paid		(368)	(77)
Net cash used in operating activities	36	(1,507,932)	(276,949)
Cash flows from investing activities			
Cash acquired in the purchase of subsidiaries		—	138,894
Net cash from investing activities		—	138,894
Cash flows from financing activities			
Related entity loans		—	200
Directors loans		291	—
Proceeds from borrowings	23	1,493,445	—
Repayment of lease liabilities		(6,000)	—
Net cash from financing activities		1,487,736	200
Net decrease in cash and cash equivalents		(20,196)	(137,855)
Cash and cash equivalents at the beginning of the financial year		181,664	319,519
Effects of exchange rate changes on cash and cash equivalents		1,017	—
Cash and cash equivalents at the end of the financial year	15	162,485	181,664

The above statement of cash flows should be read in conjunction with the accompanying notes

Note 1. General information

The financial statements covers Gelteq Limited (*formerly Gelteq Pty Ltd until 25 May 2022 and Myhypo Pty Ltd until 14 March 2021*) ("Gelteq" or the "Company") and its controlled entities (referred to herein as the "Consolidated Entity"). Gelteq is a Company limited by shares, incorporated and domiciled in Australia. On 12 April 2022 the shareholders approved a resolution to convert the Company into a Public Limited Company and to change its constitution and name to "Gelteq Limited", effective 26 May 2022.

The principal activities of the Consolidated Entity during the financial year ended 30 June 2022 were the development and testing of a gel based delivery system for humans and animals.

The names of the directors in office at any time during or since the end of the year are:

Simon Szewach (Executive Chairman) — Appointed 5 August 2021
Nathan Jacob. Givoni (Executive Director)
Jeff Olyniec (Non-Executive Director) — Appointed 5 August 2021
Philip Dalidakis (Non-Executive Director) — Appointed on 12 April 2022
Professor David Morton (Non-Executive Director) — Appointed February 28 2023
Paul Wynne (Non-Executive Director) — Appointed on 12 April 2022 and Resigned 28 February 2023

The directors have been in office since the start of the financial year to the date of this report unless otherwise stated.

The financial statements were authorised for issue, in accordance with a resolution of directors, on 17 March, 2023. The directors have the power to amend and reissue the financial statements.

Note 2. Basis of preparation

The principal accounting policies adopted in the preparation of the consolidated financial statements are set out in note 3. The policies have been consistently applied to all the years presented, unless otherwise stated.

The consolidated financial statements are presented in Australian Dollars, which is also the Consolidated Entity's functional currency. Amounts are rounded to the nearest dollar, unless otherwise stated.

These financial statements have been prepared in accordance with International Financial Reporting Standards and International Accounting Standards as issued by the International Accounting Standards Board (IASB) and Interpretations (collectively IFRSs).

The preparation of financial statements in compliance with adopted IFRS requires the use of certain critical accounting estimates. It also requires the Consolidated Entity's management to exercise judgment in applying the Consolidated Entity's accounting policies. The areas where significant judgments and estimates have been made in preparing the financial statements and their effect are disclosed in note 4.

Basis of measurement

The consolidated financial statements have been prepared on a historical cost basis.

The principal accounting policies adopted are consistent with those of the previous financial year unless otherwise stated.

The Consolidated Entity has applied IFRS 2 Share Based payments, IFRS 16 Leases, IFRS 15 Revenue from contracts with customers and IAS 2 Inventories for the first time in the current reporting year.

Note 2. Basis of preparation (cont.)

New or amended Accounting Standards and Interpretations adopted

The Consolidated Entity has adopted all of the new or amended Accounting Standards and Interpretations issued by the International Accounting Standards Board (IASB) that are mandatory for the current reporting period. The adoption of the new or amended standards did not have any impact on the current period or any prior period and is not likely to affect future periods.

Certain new accounting standards and interpretations have been published that are not mandatory for 30 June 2022 reporting period and have not been early adopted by the Consolidated Entity. There are no standards that are not yet effective and that would be expected to have a material impact on the Consolidated Entity in the current or future reporting periods and on foreseeable future transactions. However, management will continue to assess this closer to the application date of each standard.

Note 3. Summary of significant accounting policies

The principal accounting policies adopted in the preparation of the financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

(a) Principles of consolidation

The consolidated financial statements incorporate the assets and liabilities of all subsidiaries of Gelteq Limited ('Gelteq', 'Company' or 'parent entity') as at 30 June 2022 and the results of all subsidiaries for the year then ended. Gelteq and its subsidiaries together are referred to in these financial statements as the 'Consolidated Entity'.

Subsidiaries are all those entities over which the Consolidated Entity has control. The Consolidated Entity controls an entity when the Consolidated Entity is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Consolidated Entity. They are de-consolidated from the date that control ceases.

Intercompany transactions, balances and unrealised gains on transactions between entities in the Consolidated Entity are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Consolidated Entity.

The acquisition of subsidiaries is accounted for using the acquisition method of accounting. A change in ownership interest, without the loss of control, is accounted for as an equity transaction, where the difference between the consideration transferred and the book value of the share of the non-controlling interest acquired is recognised directly in equity attributable to the parent.

Where the Consolidated Entity loses control over a subsidiary, it derecognises the assets including goodwill, liabilities and non-controlling interest in the subsidiary together with any cumulative translation differences recognised in equity. The Consolidated Entity recognises the fair value of the consideration received and the fair value of any investment retained together with any gain or loss in profit or loss.

(b) Revenue from contracts with customers

Revenue arises mainly from manufacturing and sale of products. To determine whether to recognise revenue, the Consolidated Entity follows a 5-step process:

(1) Identifying the contract with a customer

(2) Identifying the performance obligations

Note 3. Summary of significant accounting policies (cont.)

(3) Determining the transaction price

(4) Allocating the transaction price to the performance obligations

(5) Recognising revenue when/as the performance obligations are satisfied.

Revenue is recognised either at a point in time or over time, when the Consolidated Entity satisfies performance obligations by transferring the promised goods or services to its customers.

The Consolidated Entity recognises contract liabilities for consideration received in respect to unsatisfied performance obligations and reports these amounts as other liabilities (which we refer to as deferred revenues) in the statement of financial position. Similarly, if the Consolidated Entity satisfies a performance obligation before it receives the consideration, the Consolidated Entity recognises either a contract asset or a receivable in its statement of financial position, depending on whether something other than the passage of time is required before the consideration is due.

Sale of Products

Revenue from sale of product for a fixed fee is recognised when or as the Consolidated Entity transfers control of the assets to the customer. Note 6 further details the sales breakdown by geography.

Other revenue

Other revenue is recognised when it is received or when the right to receive payment is established.

(c) Research and Development Tax Incentive

The Research and Development Tax Incentive programme provides tax offsets for expenditure on eligible R&D activities. Under the programme, the Consolidated Entity, is entitled to a refundable R&D credit in Australia on the eligible R&D expenditure incurred on eligible R&D activities. The refundable R&D tax offset is accounted for under IAS 20 Accounting for Government Grants and Disclosure of Government Assistance, as per which the R&D tax offset income is recognised when there is reasonable assurance that it will be received. It is recognised in the statement of comprehensive income in the same period that the related costs are recognised as expenses and relates to refundable amounts on approved expenses.

(d) Business Combinations/Asset Acquisitions

Business combinations occur where an acquirer obtains control over one or more businesses and results in the consolidation of its assets and liabilities.

A business combination is accounted for by applying the acquisition method, unless it is a combination involving entities or businesses under common control. The business combination will be accounted for from the date that control is obtained, whereby the fair value of the identifiable assets acquired and liabilities (including contingent liabilities) assumed are recognised (subject to certain limited exceptions).

If the acquisition of an asset or a Consolidated Entity of assets does not constitute a business, the individual identifiable assets acquired (including intangible assets) and liabilities are assumed. The cost of the Consolidated Entity shall be allocated to the individual identifiable assets and liabilities on the basis of their relative fair values at the date of purchase. Such a transaction or event does not give rise to goodwill.

Determining whether a particular set of assets and activities is a business should be based on whether the integrated set is capable of being conducted and managed as a business by a market participant. Thus, in evaluating whether a particular set is a business, it is not relevant whether a seller operated the set as a business or whether the acquirer intends to operate the set as a business. In the absence of evidence to the contrary, a particular set of assets and activities in which goodwill is present shall be presumed to be a business. However, a business need not have goodwill.

Note 3. Summary of significant accounting policies (cont.)

In June 2021, the parent entity acquired subsidiaries as set out in note 34, which have been accounted for as asset acquisitions on the basis the entities were not deemed to be businesses.

(e) Income Tax

The income tax expense (income) for the year ended 30 June 2022 comprises current income tax expense (income) and deferred tax expense (income).

Current tax assets and liabilities are offset where a legally enforceable right of set-off exists and it is intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur. Deferred tax assets and liabilities are offset where: (a) a legally enforceable right of set-off exists; and (b) the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities where it i s intended that net settlement or simultaneous realisation and settlement of the respective asset and liability will occur in future periods in which significant amounts of deferred tax assets or liabilities are expected to be recovered or settled.

Deferred income tax expense reflects movements in deferred tax asset and deferred tax liability balances during the year, as well as unused tax losses.

Current and deferred income tax expense (income) is charged or credited outside profit or loss when the tax relates to items that are recognised outside profit or loss or arising from a business combination.

Except for business combinations, no deferred income tax is recognised from the initial recognition of an asset or liability where there is no effect on accounting or taxable profit or loss.

A deferred tax liability shall be recognised for all taxable temporary differences, except to the extent that the deferred tax liability arises from:

(a) the initial recognition of goodwill; or

(b) the initial recognition of an asset or liability in a transaction which:

  (i) is not a business combination; and

  (ii) at the time of the transaction, affects neither accounting profit nor taxable profit (tax loss).

Deferred tax assets and liabilities are calculated at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled and their measurement also reflects the manner in which management expects to recover or settle the carrying amount of the related asset or liability.

Deferred tax assets relating to temporary differences and unused tax losses are recognised only to the extent that it is probable that future taxable profit will be available against which the benefits of the deferred tax asset can be utilised.

(f) Fair Value of Assets and Liabilities

The Consolidated Entity measures some of its assets and liabilities at fair value on either a recurring or non-recurring basis, depending on the requirements of the applicable Accounting Standard.

Fair value is the price the Consolidated Entity would receive to sell an asset or would have to pay to transfer a liability in an orderly (ie unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

Note 3. Summary of significant accounting policies (cont.)

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (ie the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting year (ie the market that maximises the receipts from the sale of the asset or minimises the payments made to transfer the liability, after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

The fair value of liabilities and the entity's own equity instruments (excluding those related to share-based payment arrangements) may be valued, where there is no observable market price in relation to the transfer of such financial instruments, by reference to observable market information where such instruments are held as assets. Where this information is not available, other valuation techniques are adopted and, where significant, are detailed in the respective note to the financial statements.

(g) Financial Instruments

Initial recognition and measurement

Financial assets and financial liabilities are recognised when the entity becomes a party to the contractual provisions of the instrument. For financial assets, this is equivalent to the date that the Consolidated Entity commits itself to either purchase or sell the asset (i.e. trade date accounting is adopted).

Financial instruments (except for trade receivables) are initially measured at fair value plus transactions costs, except where the instrument is classified 'at fair value through profit or loss' in which case transactions costs are recognised as expenses in profit or loss immediately. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Trade receivables are initially measured at the transaction price if the trade receivables do not contain a significant financing component or if the practical expedient was applied as specified in IFRS 15: *Revenue from Contracts with Customers*.

Classification and subsequent measurement

Financial liabilities

Financial liabilities are subsequently measured at:

- amortised cost; or
- fair value through profit and loss.

Note 3. Summary of significant accounting policies (cont.)

A financial liability is measured at fair value through profit and loss if the financial liability is:

- a contingent consideration of an acquirer in a business combination to which IFRS 3: Business Combinations applies;
- held for trading; or
- initially designated as at fair value through profit or loss.

All other financial liabilities are subsequently measured at amortised cost using the effective interest method. The effective interest method is a method of calculating the amortised cost of a debt instrument and of allocating interest expense to profit or loss over the relevant period.

The effective interest rate is the internal rate of return of the financial asset or liability. That is, it is the rate that exactly discounts the estimated future cash flows through the expected life of the instrument to the net carrying amount at initial recognition.

Any gains or losses arising on changes in fair value are recognised in profit or loss to the extent that they are not part of a designated hedging relationship.

The change in fair value of the financial liability attributable to changes in the issuer's credit risk is taken to other comprehensive income and is not subsequently reclassified to profit or loss. Instead, it is transferred to retained earnings upon derecognition of the financial liability.

If taking the change in credit risk to other comprehensive income enlarges or creates an accounting mismatch, these gains or losses should be taken to profit or loss rather than other comprehensive income. A financial liability cannot be reclassified.

Financial assets

Financial assets are subsequently measured at:

- amortised cost;
- fair value through other comprehensive income; or
- fair value through profit or loss.

Measurement is on the basis of two primary criteria:

- the contractual cash flow characteristics of the financial asset; and
- the business model for managing the financial assets.

A financial asset that meets the following conditions is subsequently measured at amortised cost:

- the financial asset is managed solely to collect contractual cash flows; and
- contractual terms within the financial asset give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding on specified dates.

Note 3. Summary of significant accounting policies (cont.)

A financial asset that meets the following conditions is subsequently measured at fair value through other comprehensive income:

- the contractual terms within the financial asset give rise to cash flows that are solely payments of principal and interest on the principal amount outstanding on specified dates; and
- the business model for managing the financial asset comprises both contractual cash flows collection and the selling of the financial asset.

By default, all other financial assets that do not meet the measurement conditions of amortised cost and fair value through other comprehensive income are subsequently measured at fair value through profit or loss.

The Consolidated Entity initially designates a financial instrument as measured at fair value through profit or loss if:

- it eliminates or significantly reduces a measurement or recognition inconsistency (often referred to as an "accounting mismatch") that would otherwise arise from measuring assets or liabilities or recognising the gains and losses on them on different bases;
- it is in accordance with the documented risk management or investment strategy and information about the groupings is documented appropriately, so the performance of the financial liability that is part of a group of financial liabilities or financial assets can be managed and evaluated consistently on a fair value basis; and
- it is a hybrid contract that contains an embedded derivative that significantly modifies the cash flows otherwise required by the contract.

The initial measurement of financial instruments at fair value through profit or loss is a onetime option on initial classification and is irrevocable until the financial asset is derecognised.

Derecognition

Derecognition of financial liabilities

A liability is derecognised when it is extinguished (ie when the obligation in the contract is discharged, cancelled or expires). An exchange of an existing financial liability for a new one with substantially modified terms, or a substantial modification to the terms of a financial liability, is treated as an extinguishment of the existing liability and recognition of a new financial liability.

The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss.

Derecognition of financial assets

A financial asset is derecognised when the holder's contractual rights to its cash flows expires, or the asset is transferred in such a way that all the risks and rewards of ownership are substantially transferred.

All the following criteria need to be satisfied for the derecognition of a financial asset:

- the right to receive cash flows from the asset has expired or been transferred;
- all risk and rewards of ownership of the asset have been substantially transferred; and
- the Consolidated Entity no longer controls the asset (ie it has no practical ability to make unilateral decisions to sell the asset to a third party).

Note 3. Summary of significant accounting policies (cont.)

On derecognition of a financial asset measured at amortised cost, the difference between the asset's carrying amount and the sum of the consideration received and receivable is recognised in profit or loss.

On derecognition of a debt instrument classified as fair value through other comprehensive income, the cumulative gain or loss previously accumulated in the investment revaluation reserve is reclassified to profit or loss.

(h) Impairment of assets

At the end of each reporting year, the Consolidated Entity assesses whether there is any indication that an asset may be impaired. The assessment will include considering external sources of information and internal sources of information, including dividends received from subsidiaries, associates or joint ventures deemed to be out of pre-acquisition profits. If such an indication exists, an impairment test is carried out on the asset by comparing the recover able amount of the asset, being the higher of the asset's fair value less costs to sell and value in use to the asset's carrying amount. Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard. Any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

Where it is not possible to estimate the recoverable amount of an individual asset, the Consolidated Entity estimates the recoverable amount of the cash-generating unit to which the asset belongs.

Impairment testing is performed annually for goodwill and intangible assets with indefinite lives.

When an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognised immediately in profit or loss, unless the relevant asset is carried at a revalued amount, in which case the reversal of the impairment loss is treated as a revaluation increase.

(i) Inventories

Raw materials, work in progress and finished goods are stated at the lower of cost and net realisable value on a 'first in first out' basis. Cost comprises of direct materials and delivery costs, direct labour, import duties and taxes, an appropriate proportion of variable and fixed overhead expenditure based on normal operating capacity. Costs of purchased inventory are determined after deducting rebates and discounts received or receivable.

Raw materials, finished goods and work in progress are stated at the lower of cost and net realisable value. Cost comprises of purchase and delivery costs, net of rebates and discounts received or receivable. Costs are assigned to individual items of inventory on the 'first in first out' basis.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

(j) Right-of-use assets

A right-of-use asset is recognised at the commencement date of a lease. The right-of-use asset is measured at cost, which comprises the initial amount of the lease liability, adjusted for, as applicable, any lease payments made at or before the commencement date net of any lease incentives received, any initial direct costs incurred, and, except where included in the cost of inventories, an estimate of costs expected to be incurred for dismantling and removing the underlying asset, and restoring the site or asset.

Note 3. Summary of significant accounting policies (cont.)

Right-of-use assets are depreciated on a straight-line basis over the unexpired period of the lease or the estimated useful life of the asset, whichever is the shorter. Where the Consolidated Entity expects to obtain ownership of the leased asset at the end of the lease term, the depreciation is over its estimated useful life. Right-of use assets are subject to impairment or adjusted for any remeasurement of lease liabilities.

The Consolidated Entity has elected not to recognise a right-of-use asset and corresponding lease liability for short-term leases with terms of 12 months or less and leases of low-value assets. Lease payments on these assets are expensed to profit or loss as incurred.

(k) Intangible Assets Other than Goodwill Trade Secrets

Trade secrets

Trade secrets with finite useful lives that are acquired separately, including those acquired in a business combination recognised separately from goodwill, are carried at cost less accumulated amortisation and accumulated impairment losses. Amortisation is recognised on a straight-line basis over their estimated useful lives which are disclosed below. The estimated useful life and amortisation method are reviewed at the end of each reporting year, with the effect of any changes in estimate being accounted for on a prospective basis.

Research and development

Expenditure during the research phase of a project is recognised as an expense when incurred.

Under IFRS 138, An intangible asset arising from development (or from the development phase of an internal project) shall be recognised if, and only if, an entity can demonstrate all of the following:

(a) the technical feasibility of completing the intangible asset so that it will be available for use or sale.

(b) its intention to complete the intangible asset and use or sell it.

(c) its ability to use or sell the intangible asset.

(d) how the intangible asset will generate probable future economic benefits. Among other things, the entity can demonstrate the existence of a market for the output of the intangible asset or the intangible asset itself or, if it is to be used internally, the usefulness of the intangible asset.

(e) the availability of adequate technical, financial and other resources to complete the development and to use or sell the intangible asset.

(f) its ability to measure reliably the expenditure attributable to the intangible asset during its development.

Development expenditure that does not meet the criteria for capitalisation above are recognised as an expense as incurred.

Patents & trademarks

Patents and trademarks are measured initially at purchase cost and are amortised on a straight line basis over their estimated useful lives.

Note 3. Summary of significant accounting policies (cont.)

The amortisation rates used for each class of intangible asset with a finite useful life are:

Class of Intangible Asset	Amortisation Year
Trade Secrets	20 Years
Patents and Trademarks	20 Years

Foreign Currency Transactions and Balances

(l) Functional and presentation currency

The functional currency of each of the Company's entities is measured using the currency of the primary economic environment in which that entity operates. The functional currency of Gelteq is AUD$ dollars. The financial statements are presented in Australian dollars.

Transactions and balances

Foreign currency transactions are translated into functional currency using the exchange rates prevailing at the date of the transaction. Foreign currency monetary items are translated at the period-end exchange rate. Non-monetary items measured at historical cost continue to be carried at the exchange rate at the date of the transaction. Non-monetary items measured at fair value are reported at the exchange rate at the date when fair values were determined.

Exchange differences arising on the translation of monetary items are recognised in profit or loss, except where deferred in equity as a qualifying cash flow or net investment hedge.

Exchange differences arising on the translation of non-monetary items are recognised directly in other comprehensive income to the extent that the underlying gain or loss is directly recognised in other comprehensive income; otherwise the exchange difference is recognised in profit or loss.

(m) Employee Benefit Provisions

Short-term obligations

Liabilities for accumulating annual leave that are expected to be settled wholly within 12 months after the end of the period in which the employees render the related service are recognised in respect of employees' services up to the end of the reporting period and are measured at the amounts expected to be paid when the liabilities are settled. The liabilities are presented as current employee benefit obligations in the balance sheet.

Other long-term employee benefit obligations

The liabilities for long service leave are not expected to be settled wholly within 12 months after the end of the period in which the employees render the related service. They are therefore measured as the present value of expected future payments to be made in respect of services provided by employees up to the end of the reporting period using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service.

The obligations are presented as current liabilities in the balance sheet if the entity does not have an unconditional right to defer settlement for at least twelve months after the reporting date, regardless of when the actual settlement is expected to occur.

(n) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts.

Note 3. Summary of significant accounting policies (cont.)

(o) Government Grants

Government grants received on capital expenditure are generally deducted in arriving at the carrying amount of the asset purchased. Grants for revenue expenditure are recognised as other income by the Consolidated Entity. Where retention of a government grant is dependent on the Consolidated Entity satisfying certain criteria, it is initially recognised as deferred income. When the criteria for retention have been satisfied, the deferred income balance is released to the consolidated statement of comprehensive income or netted against the asset purchased.

(p) Trade and other receivables

Trade and other receivables are recognised at amortised cost, less any allowance for expected credit losses.

(q) Trade and Other Payables

Trade and other payables represent the liabilities for goods and services received by the entity that remain unpaid at the end of the reporting period. The balance is recognised as a current liability with the amounts normally paid within 30 days of recognition of the liability.

Trade and other payables are initially measured their fair value and subsequently measured at amortised cost using the effective interest method.

Accruals are recognised when they can be reasonably estimated and attributed to the relevant financial period. They are assessed for fair value and carried at amortised cost. They are derecognised when a liability for payment is raised as a trade or other payable.

(r) Borrowings

Borrowings are initially recognised at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognised in profit or loss over the year of the borrowings using the effective interest method.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred or liabilities assumed, is recognised in profit or loss as other income or finance costs.

Borrowings are classified as current liabilities unless the Consolidated Entity has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

Borrowing Costs

Borrowing costs directly attributable to the acquisition, construction or production of assets that necessarily take a substantial period of time to prepare for their intended use or sale are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.

All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

(s) Lease liabilities

A lease liability is recognised at the commencement date of a lease. The lease liability is initially recognised at the present value of the lease payments to be made over the term of the lease, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Consolidated Entity's incremental borrowing rate. Lease payments comprise of fixed payments less any lease incentives receivable, variable lease payments that depend on an

Note 3. Summary of significant accounting policies (cont.)

index or a rate, amounts expected to be paid under residual value guarantees, exercise price of a purchase option when the exercise of the option is reasonably certain to occur, and any anticipated termination penalties. The variable lease payments that do not depend on an index or a rate are expensed in the period in which they are incurred.

Lease liabilities are measured at amortised cost using the effective interest method. The carrying amounts are remeasured if there is a change in the following: future lease payments arising from a change in an index or a rate used; residual guarantee; lease term; certainty of a purchase option and termination penalties. When a lease liability is remeasured, an adjustment is made to the corresponding right-of use asset, or to profit or loss if the carrying amount of the right-of-use asset is fully written down.

(t) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the statement of financial position.

(u) Earnings per Share (EPS)

Basic loss per share

Basic earnings per share is calculated by dividing the profit attributable to equity holders of the Consolidated Entity, excluding any costs of servicing equity other than ordinary shares, by the weighted average number of ordinary shares outstanding during the period, adjusted for bonus elements in ordinary shares issued during the period.

Diluted loss per share

Diluted loss per share adjusts the figures used in the determination of basic loss per share to take into account the after income tax effect of interest and other financing costs associated with dilutive potential ordinary shares and the weighted average number of shares assumed to have been issued for no consideration in relation to dilutive potential ordinary shares.

Operating segments

Operating segments are presented using the ‘management approach’, where the information presented is on the same basis as the internal reports provided to the Chief Operating Decision Makers (‘CODM’). The CODM is responsible for the allocation of resources to operating segments and assessing their performance.

(v) Share-based payments

Equity-settled and cash-settled share-based compensation benefits are provided to employees.

Equity-settled transactions

Equity-settled transactions are awards of shares, or options over shares, that are provided to employees in exchange for the rendering of services. Cash-settled transactions are awards of cash for the exchange of services, where the amount of cash is determined by reference to the share price.

The cost of equity-settled transactions are measured at fair value on grant date. Fair value is generally determined using either the Binomial or Black-Scholes option pricing model that takes into account the exercise price, the term of

Note 3. Summary of significant accounting policies (cont.)

the option, the impact of dilution, the share price at grant date and expected price volatility of the underlying share, the expected dividend yield and the risk free interest rate for the term of the option, together with non-vesting conditions that do not determine whether the Consolidated Entity receives the services that entitle the employees to receive payment. No account is taken of any other vesting conditions. There are no such equity settled transactions where fair value is measured under these methods for financial year 2022 or financial year 2021.

Refer to note 39 for details of the basis of valuation of the rights granted to the CFO during the year.

The cost of equity-settled transactions are recognised as an expense with a corresponding increase in equity over the vesting period. The cumulative charge to profit or loss is calculated based on the grant date fair value of the award, the best estimate of the number of awards that are likely to vest and the expired portion of the vesting period. The amount recognised in profit or loss for the period is the cumulative amount calculated at each reporting date less amounts already recognised in previous periods.

Cash-settled transactions

The cost of cash-settled transactions is initially, and at each reporting date until vested, determined by applying either the Binomial or Black-Scholes option pricing model, taking into consideration the terms and conditions on which the award was granted. The cumulative charge to profit or loss until settlement of the liability is calculated as follows:

- during the vesting period, the liability at each reporting date is the fair value of the award at that date multiplied by the expired portion of the vesting period.
- from the end of the vesting period until settlement of the award, the liability is the full fair value of the liability at the reporting date.

All changes in the liability are recognised in profit or loss. The ultimate cost of cash-settled transactions is the cash paid to settle the liability.

There are no cash settled transactions for financial year 2022 or financial year 2021.

Market conditions are taken into consideration in determining fair value. Therefore, any awards subject to market conditions are considered to vest irrespective of whether or not that market condition has been met, provided all other conditions are satisfied.

If equity-settled awards are modified, as a minimum an expense is recognised as if the modification has not been made. An additional expense is recognised, over the remaining vesting period, for any modification that increases the total fair value of the share-based compensation benefit as at the date of modification.

If the non-vesting condition is within the control of the Consolidated Entity or employee, the failure to satisfy the condition is treated as a cancellation. If the condition is not within the control of the Consolidated Entity or employee and is not satisfied during the vesting period, any remaining expense for the award is recognised over the remaining vesting period, unless the award is forfeited.

If equity-settled awards are cancelled, it is treated as if it has vested on the date of cancellation, and any remaining expense is recognised immediately. If a new replacement award is substituted for the cancelled award, the cancelled and new award is treated as if they were a modification.

(w) Comparative Figures

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial period.

Note 3. Summary of significant accounting policies (cont.)

Where the Consolidated Entity retrospectively applies an accounting policy, makes a retrospective restatement or reclassifies items in its financial statements, a third statement of financial position as at the beginning of the preceding period in addition to the minimum comparative financial statements is presented.

Note 4. Critical accounting judgements, estimates and assumptions

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities (refer to the respective notes) within the next financial year are discussed below.

Impacts of Covid-19

Judgement has been exercised in considering the impacts that the Coronavirus (COVID19) pandemic has had, or may have, on the Consolidated Entity based on known information. This consideration extends to the nature of the products and services offered, customers, supply chain, staffing and geographic regions in which the Consolidated Entity operates. Other than as addressed in specific notes, there does not currently appear to be either any significant impact upon the financial statements or any significant uncertainties with respect to events or conditions which may impact the Consolidated Entity unfavourably as at the reporting date or subsequently as a result of the Coronavirus (COVID-19) pandemic.

Estimation of useful lives of assets

The Consolidated Entity determines the estimated useful lives and related depreciation and amortisation charges for its finite life intangible assets. The useful lives could change significantly as a result of technical innovations or some other event. The depreciation and amortisation charge will increase where the useful lives are less than previously estimated lives, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down.

Intangible assets

The Consolidated Entity tests annually, or more frequently if events or changes in circumstances indicate impairment, whether indefinite life or finite life intangible assets have suffered any impairment, in accordance with the accounting policy stated in note 3. The recoverable amounts of cash-generating units have been determined based on fair value less cost to sell calculations. These calculations require the use of assumptions, including estimated discount rates based on the current cost of capital and growth rates of the estimated future cash flows. Refer to note 20 for details.

Income tax

The Consolidated Entity is subject to income taxes in the jurisdictions in which it operates. Significant judgement is required in determining the provision for income tax. There are many transactions and calculations undertaken during the ordinary course of business for which the ultimate tax determination is uncertain. The Consolidated Entity recognises liabilities for anticipated tax audit issues based on the Consolidated Entity's current understanding of the tax law. Where the final tax outcome of these matters is different from the carrying amounts, such differences will impact the current and deferred tax provisions in the period in which such determination is made.

Note 4. Critical accounting judgements, estimates and assumptions (cont.)

Recognition of deferred tax assets

Deferred tax assets are recognised for deductible temporary differences and carried forward losses, only if the Consolidated Entity considers it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

Leases- Incremental borrowing rate

Where the interest rate implicit in a lease cannot be readily determined, an incremental borrowing rate is estimated to discount future lease payments to measure the present value of the lease liability at the lease commencement date. Such a rate is based on what the Consolidated Entity estimates it would have to pay a third party to borrow the funds necessary to obtain an asset of a similar value to the right-of-use asset, with similar terms, security and economic environment.

Employee benefits provision

As discussed in note 3, the liability for employee benefits expected to be settled more than 12 months from the reporting date are recognised and measured at the present value of the estimated future cash flows to be made in respect of all employees at the reporting date. In determining the present value of the liability, estimates of attrition rates and pay increases through promotion and inflation have been taken into account.

Business combinations/Asset Acquisitions

As discussed in note 3, business combinations are initially accounted for on a provisional basis. The fair value of assets acquired, liabilities and contingent liabilities assumed are initially estimated by the Consolidated Entity taking into consideration all available information at the reporting date. Fair value adjustments on the finalisation of the business combination accounting is retrospective, where applicable, to the period the combination occurred and may have an impact on the assets and liabilities, depreciation and amortisation reported.

Going Concern

As at 30 June 2022, the Consolidated Entity's current liabilities exceeded current assets by AUD$360,895 (30 June 2021 current assets exceeded current liabilities by AUD$139,009). For the year ended 30 June 2022, the Consolidated Entity made a loss after income tax expense of AUD$3,368,891 (30 June 2021 loss after income tax expense of AUD$648,921). The cash balances as at 30 June 2022 was AUD$162,485 (30 June 2021 was AUD$181,664).

The loan received on 4 February 2022 totalling AUD$1,493,445 principle has been extended and is to be repaid on 15 July 2024.

The above matters give rise to a material uncertainty that may cast significant doubt over the Consolidated Entity's ability to continue as a going concern. Therefore, the Consolidated Entity may be unable to realise its assets and discharge its liabilities in the normal course of business at the amounts stated in the financial report.

The directors have prepared detailed cash flow projections for the period of 12 months from the date of signing this financial statement. The Consolidated Entity's ability to fund its operations is dependent upon management's plans and execution, which include raising additional capital, either through the proposed public offering or private equity and obtaining regulatory approvals for its products and generating revenues from these products.

On 26 September 2022, the Company has raised pre-IPO funding of USD$999,999.12 (equivalent to AUD$1,431,161) by issuing 746,268 fully paid ordinary shares at USD$1.34 per share to professional and sophisticated investors. The company incurred capital raising costs of USD$85,136 (equivalent to AUD$121,844).

Note 4. Critical accounting judgements, estimates and assumptions (cont.)

The Directors believe that the Consolidated Entity will be able to continue as a going concern due to the above mitigating factors in relation to the material uncertainty.

The Consolidated Entity's financial statements have been prepared on a going concern basis which contemplates the realization of assets and satisfaction of liabilities and commitments in the normal course of business. The consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities should the Consolidated Entity be unable to continue as a going concern.

Note 5. Operating segments

During the current financial year, the Consolidated Entity operated in one segment.

IFRS 8 requires operating segments to be identified on the basis of internal reports about the components of the Consolidated Entity that are regularly reviewed by the chief operating decision maker in order to allocate resources to the segment and to assess its performance. In the current year the board reviews the Consolidated Entity as one operating segment being the development and testing of a gel based delivery system for humans and animals within Australia.

Assets and liabilities by geographical area

All assets and liabilities and operations are based in Australia.

Note 6. Revenue from contracts with customers

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Sale of products	147,536	—

All revenues are recognized accordance with the policy at the point in time of delivery.

Disaggregation of revenue by geographical location:

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
United States of America	19,961	—
China	127,575	—
Total	147,536	—

Note 7. Other income

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Research & Development – tax incentive	224,535	159,869
Foreign exchange gain	1,017	—
Other income	225,552	159,869

Note 8. Employment expenses

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Salary and wages	188,942	117,483
Superannuation contributions – employees	50,602	10,267
Provision for annual leave	32,577	6,938
	272,121	134,688

Note 9. Corporate expenses

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Accounting expense	124,781	—
Professional Fees	8,000	—
Management Fees	115,662	—
	248,443	—

Note 10. IPO related expenses

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Legal fees	152,630	—
Audit fees	40,100	—
Accounting fees	15,000	—
Initial listing fees	6,960	—
Consultant fees	290,076	—
	504,766	—

Note 11. Depreciation and amortisation expense

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Amortisation expenses	1,195,258	57,945
Depreciation expense on right-of-use assets	20,002	—
	1,215,260	57,945

Note 12. Research expenses

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Product research expenses	529,017	277,055

Note 13. Finance costs

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Interest and finance charges payable on borrowings	173,671	1,297
Interest and finance charges paid/payable on lease liabilities	1,595	—
finance charges paid-others	368	—
	175,634	1,297

Note 14. Income tax expense

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Numerical reconciliation of income tax expense and tax at the statutory rate		
Loss before income tax expense	(3,368,891)	(648,921)
Tax at the statutory tax rate of 25% (2021: 26%)	(842,223)	(168,719)
Tax effect amounts which are not deductible/(taxable) in calculating taxable income:		
Permanent differences	379,837	112,294
Timing differences *(not meeting deferred asset criteria)*	161,107	8,976
Carry forward losses *(not meeting deferred asset criteria)*	301,279	47,449
Income tax expense	—	—

	30 June 2022	30 June 2021
	AUD$	AUD$
Aggregate amount of tax charged/(credited) directly to equity relating to items that are recognised in equity:	—	—
The amount of unused tax losses for which no deferred tax asset is recognised:		
– applicable to the company	1,808,603	603,489
– applicable to subsidiaries (not consolidated for tax purposes)	171,491	181,584
Potential tax benefit @ 25%	495,024	196,268

The above potential tax benefit for tax losses has not been recognised in the statement of financial position. These tax losses can only be utilised in the future if the continuity of ownership test is passed, or failing that, the same business test is passed.

Note 15. Cash and cash equivalents

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Current assets		
Cash on hand	4,708	4,708
Cash at bank	157,777	176,956
	162,485	181,664

Note 16. Trade and other receivables

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Current assets		
GST	18,154	33,375
Other debtors – research and development tax refund receivable	224,535	159,870
Trade Receivables	7,977	—
	250,666	193,245

The Consolidated Entity has no expected credit losses to trade receivables. All receivables are current as at 30 June 2022.

Due to their short-term nature, the directors consider that the carrying value of trade and other receivables approximates their fair value.

Note 17. Inventories

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Current assets		
Raw materials – at cost	95,201	—

Note 18. Right-of-use assets

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Non-current assets		
Right-of-use assets	60,006	—
Less: Accumulated depreciation	(20,002)	—
	40,004	—

The Consolidated Entity leases a building for its office space under an agreement of 2 years, with an option to extend. On renewal, if both parties agree, the terms of the lease may extend for a further 12 month period.

Refer note 33 for further information on related party.

Note 19. Prepayments and other assets

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Current assets		
Marketing and Promotion	98,745	—
Prepaid expenses	33,088	—
Advance payments to vendors for supply of raw materials	79,880	—
	211,713	—

Note 20. Intangibles assets

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Non-current assets		
Trade Secrets – at cost	23,857,306	23,857,306
Less: Accumulated amortisation	(1,248,429)	(55,558)
Net carrying value	22,608,877	23,801,748
Patents and trademarks – at cost	47,840	47,840
Less: Accumulated amortisation	(7,996)	(5,609)
Net carrying value	39,844	42,231
	22,648,721	23,843,979

Reconciliation

Reconciliations of the written down values at the beginning and end of the current and previous financial year are set out below:

Consolidated	Trade Secrets	Patents & trademarks	Total
	AUD$	AUD$	AUD$
Balance at 1 July 2020	—	47,840	47,840
Additions	23,857,306	—	23,857,306
Amortisation expense	(55,558)	(5,609)	(61,167)
Balance at 30 June 2021	23,801,748	42,231	23,843,979
Balance at 1 July 2021	23,801,748	42,231	23,843,979
Amortisation expense	(1,192,871)	(2,387)	(1,195,258)
Balance at 30 June 2022	22,608,877	39,844	22,648,721

Trade secrets were acquired during 2021 financial year by the Consolidated Entity and are amortised over its useful life estimate of 20 years.

For the year ended 30 June 2022, management has performed an impairment assessment in accordance with IAS 36. As part of this process, management obtained a full valuation of the intangible assets by an independent expert valuer.

Methodology

An impairment loss expense in the profit or loss is recognised when the carrying amount of an asset exceeds its recoverable amount. The Consolidated Entity determined the recoverable amounts of the Gelteq Consolidated Entity as one CGU using a fair value less cost to sell approach.

Note 20. Intangibles assets (cont.)

The recoverable amount of the CGU has been determined by a forecast model that estimated the future cash flows based on approved budgets extrapolated for five years by management. The independent valuation experts made a number of material changes to the model, including the revenue generation profile, a decrease in gross margin and an increase in operating expenses and capital expenditure, and extending the forecasts for an additional 1.5 years for a total of 6.5 years.

This was discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the CGU. When referring to Financial Years (FY), this refers to a period covering July 1st to June 30th the next year. When referring to a calendar year (CY), this is from January 1st to December 31st of the same year.

The discounted cash flow model used in the assessment of fair value less cost to sell is sensitive to a number of key assumptions, including revenue growth rates, discount rates and operating costs. These assumptions can change over short periods of time and can have a significant impact on the carrying value of the assets.

Fair value less cost to sell and key assumptions

The Company estimates the fair value less cost to sell of the Gelteq Consolidated Entity cash generating unit (CGU) using discounted cash flows. Management assumptions were developed in conjunction with its external valuation advisors. Management incorporated internal and external market information developing these assumptions, although the extent to which they rely on past experience of the Consolidated Entity is limited given the consolidated entity has not yet started full scale operations, pending capital raising activities where necessary, with external sources of information having been adjusted to reflect factors specific to the Consolidated Entity. Fair value less cost to sell is categorised within level 3 of the fair value hierarchy.

For the 2022 reporting period, the recoverable amount of the CGU was determined based on fair value less cost to sell calculations which required the use of key assumptions:

- Operating Segments —
  - The Consolidated Entity's cash flows are generated from one CGU which covers nutraceuticals for humans and animals, pharmaceutical for humans and animals and controlled substances.
- Cash Flow projections —
  - The calculations used cash flow projections based on financial budgets approved by management covering FY23 to FY26. With extrapolations using growth assumptions utilized up to the end of CY28. The projections included negative undiscounted operating cash flows between CY22 and CY24 before making positive operating returns from CY25 onwards as the business scales up operations and operating margins that are in line with industry averages in similar industries. A full 6.5 years of cash flow projections were used to allow for 3 years of positive cash flow projections.
  - Weighted average cost of capital of 25%, for early-stage businesses similar to the Consolidated Entity, was applied. This is an appropriate discount rate as management have relied upon number of studies investigating rates of return required by investors in early stage businesses similar to Consolidated Entity.
- Revenue —
  - Management have implemented a hybrid revenue model with revenue generated from manufacturing and royalties (on each individual order). For simplicity, the DCF model has excluded royalty revenue from the calculations.
  - The model is based on a 6.5 year compound average growth rate of 92%. The model forecast revenue growth rates at 147% in CY24, 179% in CY25, 96% in CY26, 54% in CY27 and 26% in CY28.

Note 20. Intangibles assets (cont.)

- Gross Margins —
  - The Consolidated Entity has forecast sales on an exclusive and non-exclusive basis. Exclusive sales are for products that can only be sold by one retailer in an agreed territory. Non-exclusive sales mean more than one party can sell the same product in a particular territory. Higher margins are forecast for exclusive sales as the customer gets the benefit of exclusivity. Management has forecast gross margin on exclusive sales of 65% in CY23, increasing to 75% from CY24 onwards. As the initial orders may be offered at a discount, with market pricing on subsequent orders, in the valuation model the gross margin assumptions is adjusted to start at 50% in CY23 and increase by 4% per annum to 70% in CY28. Lower margins are forecast on non-exclusive sales with adjusted management forecast to reflect a more gradual increase in gross margin from 30% in CY23, increasing by approximately 4% per annum to 50% in CY28.
- Operating Expense —
  - The largest operating expense is employee costs. Salary and benefits are forecast to increase by 176% in CY23, 64% in CY24, 24% in CY25 and 8% thereafter and oncosts are forecast at 17% of salaries.
- EBITDA —
  - The model is based on a long-term EBITDA margin of 45%. The model forecast the EBITDA margin at -127% in CY23, -58% in CY24, 4% in CY25, 28% in CY26, 39% at CY27 and 45% at CY28.
- CAPEX —
  - Model forecast capex on intangibles at AUD$1 million per annum to account for continued research and development in new products and technology. Capex requirements for PP&E is relatively immaterial and has been forecast at AUD$0.2 million per annum.
- Amortisation —
  - Amortisation has been estimated at 5% of the opening intangibles balance each year. This roughly equates to an average useful life of 20 years for intangibles, which is in line with the Consolidated Entity's current policy.
- Tax Rate
  - A tax rate of 30% has been applied in line the with the corporate tax rate in Australia. Whilst the tax rate may be lower in earlier years, this tax rate is in line with the Consolidated Entity's long term tax rate and the tax rate of a likely acquirer.
- Working Capital
  - Model forecasts the receivables and payables at 30 days in line with management expectations. Payables days are only applied to operating expenses as all manufacturing costs are paid prior to dispatch to customers.
- Other balance Sheet Items
  - There are no other assumptions that result it material balance sheet movements that affect forecast cash flow.

Apart from the considerations described in determining the fair value less cost to sell of the cash-generating units described above, management is not currently aware of any other probable changes that would necessitate changes in its key estimates.

Note 20. Intangibles assets (cont.)

Impairment

The Consolidated Entity has performed an impairment assessment based on its cash generating unit (CGU).

The Consolidated Entity determined that the recoverable amount in relation the CGU exceeded its carrying value of assets as at 30 June 2022, therefore no adjustment to its carrying value (impairment) was required.

The directors have reviewed and are comfortable with the significant assumptions determined by management. Based on the above, the directors believe that no impairment charge is required to the value of the intangible asset at 30 June 2022.

Sensitivity

As disclosed in note 3, management has made judgements and estimates in respect of impairment testing of intangible assets. Should these judgements and estimates not occur the resulting carrying amount of intangible assets may decrease. The sensitivities are as follows:

- Revenue would require a reduction of 15% to the compounded growth rate over 6.5 years before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- EBITDA margin would need a reduction of 22% over 6.5 years before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- The discount rate would be required to increase to 42% before the intangible asset value would need to be impaired, with all other assumptions remaining constant.
- Long Term growth rate would need to be reduced to be in negative in the cashflow modelling before the intangible asset value would need to be impaired, with all other assumptions remaining constant.

Management believes that other reasonable changes in the key assumptions on which the recoverable amount on intangible asset is based would not cause the carrying amount to exceed its recoverable amount.

Management notes that if performance is not as expected, an impairment charge against these assets could be recognised in the next financial year's accounts. This estimation of uncertainty is expected to reduce over time as the Consolidated Entity's business develops and matures.

Note 21. Trade and other payables

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Current liabilities		
Trade payables	216,725	85,128
Accruals	376,076	32,500
Payroll Liabilities:		
Wages Payable	212,862	67,195
PAYG Withholding Payable	48,314	29,404
Superannuation Payable	27,910	9,938
	881,887	224,165

Due to their short term nature, the directors consider that the carrying amount of trade payables and other payables approximates to their fair value. No interest is payable on amounts classified as trade and other payables.

Note 22. Deferred Revenue

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Current liabilities		
Deferred Revenue	119,765	—
Reconciliation		
Reconciliation of the written down values at the beginning and end of the current and previous financial year are set out below:		
Opening balance	—	—
Payments received in advance	267,301	—
Transfer to revenue – performance obligations satisfied in during year	(147,536)	—
Closing balance	119,765	—

Unsatisfied performance obligations

The aggregate amount of the transaction price allocated to the performance obligations that are unsatisfied at the end of the reporting period was AUD$119,765 as at 30 June 2022 (AUD$nil as at 30 June 2021) and is expected to be recognised as revenue in future periods as follows:

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
6 to 12 months	119,765	—

Note 23. Borrowings

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Current liabilities		
Loans – Directors[(i)]	5,086	4,796
Non-current liabilities		
Loan from Director (term – 5 years, interest free)	13,550	13,550
Loan from associated entities[(ii)]	154,540	153,778
Shareholders Loan[(iii)]	1,292,450	—
	1,460,540	167,328
	1,465,626	172,124

(i) These are unsecured and interest free loan with no maturity terms provided by directors of the Company.

(ii) During the previous financial years ended 30 June 2021 and 30 June 2020, the Company received unsecured loans from Nutrition DNA and Domalina Unit Trust. These loans have a maturity term of 5 years, and 0.5% interest p.a. Nutrition DNA and Domalina Unit Trust are entities associated with Nathan Givoni and Simon H. Szewach directors of the Company.

(iii) On 20 January 2022 the Company entered into an unsecured loan agreement with some of the Company's existing shareholders (Lending shareholders) for AUD$1,493,445 received during January and February 2022, at an interest rate of 12% per annum for an 18-month term maturing on 15 July 2023. Subsequent to the 30 June 2022 financial year end, on 3 January 2023, the loan repayment has been extended and is now to be repaid on 15 July 2024, with interest being accrued at 12% to this date. All other terms and conditions remain the same. This loan agreement contains a liability of AUD$1,119,542, and an equity component of AUD$373,903 comprising of 63,807 fully paid ordinary shares with a deemed issue price of AUD$5.86 per share issued to the Lending Shareholders.

Note 23. Borrowings (cont.)

63,807 shares as above issued to Lending Shareholders were determined based on shares equivalent to AUD$1.00 for every AUD$4.00 of principal loaned to the Company, as agreed in the loan agreement. The shares were to be issued within 90 days of the loan being advanced with a deemed issue price of AUD$5.86 per fully paid ordinary share, being the pre-dilution price. These shares were issued on 28 April 2022.

The company has recognised the shareholders loan initially at fair value of AUD$1,119,542, net of the equity component of cost of AUD$373,903 and subsequently carried at amortised cost using an effective interest method. The company has accrued an interest cost of AUD$172,908 using effective interest method capitalised into the borrowing. There was no repayment of interest and loan during the year.

Refer note 33 on further information on related parties.

Note 24. Lease liabilities

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Current liabilities		
Lease liability	34,707	—
Non-current liabilities		
Lease liability	11,896	—
	46,603	—

Refer to note 28 for further information on financial instruments.

Note 25. Employee benefits provisions

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Current liabilities		
Provision for Annual leave	39,515	6,939

Employee entitlements:

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Opening balance	6,939	—
Additional provisions raised	25,638	6,939
Closing balance	32,577	6,939

Note 26. Issued capital

	Consolidated			
	30 June 2022	30 June 2021	30 June 2022	30 June 2021
	Shares	Shares	AUD$	AUD$
Ordinary shares – fully paid	7,371,807	7,308,000	25,298,909	24,925,006

Movements in ordinary share capital

The table below shows movements in issued capital through 30 June 2022 and 30 June 2021

Share issue date	Shares (post share split on 24 July 2020)*	Shares (post share split on 9 February 2022)**	Issue Price (prior to share split)	Issue Price (post share split on 24 July 2020)*	Issue Price (post share split on 9 February 2022)**	Share capital
				AUD$		AUD$
01/07/2020 Opening Balance	2,410	2,530,500				300,233
03/08/2020 Share issue in exchange for consulting services	37	38,850	AUD$8,517.00	AUD$8,516.97	AUD$8.1114	315,128
05/08/2020 Share Issue	38	39,900	AUD$8,517.00	AUD$8,516.97	AUD$8.1114	323,645
13/06/2021 Acquisition of subsidiaries via share issue	4,475	4,698,750	AUD$5,360.00	AUD$5,360.00	AUD$5.1048	23,986,000
Closing balance 30 June 2021		7,308,000				24,925,006
28/04/2022 Share issue in association with loan to existing shareholders		63,807			AUD$5.8600	373,903
Closing Balance 30 June 2022		7,371,807				25,298,909

* On 24 July 2020, the Shareholders and sole director of the Company approved an action to effect a share split of the issued and outstanding shares of the Company on 1 to 10 basis.
The rights and privileges of the holders of shares of the Company were unaffected by the share split. All share and per share information has been retroactively adjusted following the effective date of the 1 to 10 share split to reflect the share split for all years presented.

** In the current financial year on 9 February 2022, the shareholders and the directors approved a further share split of 1 to 1,050 that was effective on such date. This share split increased the aggregate number of Gelteq's ordinary shares to 7,308,000 ordinary shares.

The rights and privileges of the holders of shares of the Company were unaffected by the share split. All share and per share information has been retroactively adjusted following the effective date of the 1 to 1,050 share split to reflect the share split for all year presented.

Ordinary shares

Ordinary shares entitle the holder to participate in dividends and the proceeds on the winding up of the Consolidated Entity in proportion to the number of and amounts paid on the shares held. The fully paid ordinary shares have no par value and the Consolidated Entity does not have a limited amount of authorised capital.

On a show of hands every member present at a meeting in person or by proxy shall have one vote and upon a poll each share shall have one vote.

Note 26. Issued capital (cont.)

Capital risk management

The Consolidated Entity's objectives when managing capital is to safeguard its ability to continue as a going concern, so that it can provide returns for shareholders and benefits for other stakeholders and to maintain an optimum capital structure to reduce the cost of capital.

Capital is regarded as total equity, as recognised in the statement of financial position, plus net debt. Net debt is calculated as total borrowings less cash and cash equivalents. The Consolidated Entity may issue shares to investors and suppliers (and employees) time to time to raise capital and compensate for services received.

In order to maintain or adjust the capital structure, the Consolidated Entity may adjust the amount of dividends paid to shareholders, return capital to shareholders, issue new shares or sell assets to reduce debt.

Note 27. Dividends

There were no dividends paid, recommended or declared during the current or previous financial year.

Note 28. Financial instruments

Financial risk management objectives

The Consolidated Entity's activities expose it to a variety of financial risks: market risk (including foreign currency risk, price risk and interest rate risk), credit risk and liquidity risk.

The Consolidated Entity's overall risk management program focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the financial performance of the Consolidated Entity.

The Consolidated Entity uses different methods to measure different types of risk to which it is exposed. These methods include sensitivity analysis in the case of interest rate, foreign exchange and other price risks, ageing analysis for credit risk and beta analysis in respect of investment portfolios to determine market risk.

Risk management is carried out by senior finance executives ('finance') under policies approved by the Board of Directors ('the Board'). These policies include identification and analysis of the risk exposure of the Consolidated Entity and appropriate procedures, controls and risk limits. Finance identifies, evaluates and hedges financial risks within the Consolidated Entity's operating units. Finance reports to the Board on a monthly basis.

Market risk

Foreign currency risk

The Consolidated Entity is not currently exposed to significant foreign currency risk. Foreign exchange risk arises from future commercial transactions and recognised financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. The risk is measured using sensitivity analysis and cash flow forecasting. Management understands, it will over the next twelve months, increase in dealing in foreign currencies and will have in place a risk management policy when it is required.

Price risk

The Consolidated Entity is not exposed to any significant price risk.

Note 28. Financial instruments (cont.)

Cash flow and fair value interest rate risk

The Consolidated Entity has limited exposure to interest rate risks arising from longterm borrowings as these are based on fixed rates. There are no borrowings obtained at variable rates in the financial years to 30 June 2022 or 30 June 2021. All cash is held in chequing accounts or on hand, and do not earn interest.

Credit risk

The Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to the Consolidated Entity. The maximum exposure to credit risk at the reporting date to recognised financial assets is the carrying amount, net of any provisions for impairment of those assets, as disclosed in the statement of financial position and notes to the financial statements. The Consolidated Entity does not hold any collateral.

All trade and other receivables are current as at 30 June 2022 and 30 June 2021, with no balances past due.

The Consolidated Entity recorded no bad debt expense in the years ended 30 June 2022 or 30 June 2021. As of 30 June 2022 and 2021, there was no expected credit losses recorded.

Generally, trade receivables are written off when there is no reasonable expectation of recovery. Indicators of this include the failure of a debtor to engage in a repayment plan, no active enforcement activity and a failure to make contractual payments for a period greater than 1 year.

Liquidity risk

Vigilant liquidity risk management requires the Consolidated Entity to maintain sufficient liquid assets (mainly cash and cash equivalents) and available borrowing facilities to be able to pay debts as and when they become due and payable.

The Consolidated Entity manages liquidity risk by maintaining adequate cash reserves and available borrowing facilities by continuously monitoring actual and forecast cash flows and matching the maturity profiles of financial assets and liabilities. All loans as at 30 June 2022 and 30 June 2021 are due to either directors, existing shareholders or related entities of the Consolidated Entity.

Borrowings as at 30 June 2022 and 30 June 2021 are fully drawn.

Note 28. Financial instruments (cont.)

Remaining contractual maturities

The following tables detail the Consolidated Entity's remaining contractual maturity for its financial instrument liabilities. The tables have been drawn up based on the undiscounted cash flows of financial liabilities based on the earliest date on which the financial liabilities are required to be paid. The tables include both interest and principal cash flows disclosed as remaining contractual maturities and therefore these totals may differ from their carrying amount in the statement of financial position.

Consolidated – 30 June 2022	Weighted average interest rate	1 year or less	Between 1 and 2 years	Between 2 and 5 years	Over 5 years	Remaining contractual maturities
	%	AUD$	AUD$	AUD$	AUD$	AUD$
Non-derivatives						
Non-interest bearing						
Trade payables	—	216,725	—	—	—	216,725
Payroll liabilities	—	289,086	—	—	—	289,086
Other loans	—	5,086	13,550	—	—	18,636
Interest-bearing – variable						
Lease liability	4.20%	45,000	12,000	—	—	57,000
Borrowings	0.50%	—	—	154,540	—	154,540
Interest-bearing – fixed rate						
Borrowings	12.00%	—	1,753,005	—	—	1,753,005
Total non-derivatives		555,897	1,778,555	154,540	—	2,488,992

Consolidated – 30 June 2021	Weighted average interest rate	1 year or less	Between 1 and 2 years	Between 2 and 5 years	Over 5 years	Remaining contractual maturities
	%	AUD$	AUD$	AUD$	AUD$	AUD$
Non-derivatives						
Non-interest bearing						
Trade payables	—	85,128	—	—	—	85,128
Payroll liabilities	—	106,537	—	—	—	106,537
Other loans	—	4,796	13,550	—	—	18,346
Interest-bearing – fixed rate						
Borrowings	0.50%	—	152,558	—	—	152,558
Total non-derivatives		196,461	166,108	—	—	362,569

Fair Value

Fair Value Hierarchy

The following tables detail the Consolidated Entity's assets and liabilities, measured or disclosed at fair value, using a three level hierarchy, based on the lowest level of input that is significant to the entire fair value measurement, being:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at measurement date

Note 28. Financial instruments (cont.)

Level 2: Inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly

Level 3: Unobservable inputs for the asset or liability

The Consolidated Entity has no assets or liabilities held at fair value.

Note 29. Key management personnel

Key management personnel (KMP) are those persons having authority and responsibility for planning, directing and controlling the activities of the Consolidated Entity, including the directors of the company as listed on page F-54 immediately above Note 2, and the Financial Controller of the company. There is a pro-rata allocation of compensation for the time at the office for any KMP which have joined or left the Consolidated Entity during the reporting year.

Directors

The following persons were directors of Gelteq during the financial year:

Mr. Simon Hayden Szewach	(Executive Chairman) – effective 5 August 2021
Mr. Nathan Jacob Givoni	(Executive Director)
Mr. Jeffrey W. Olyniec	(Non-Executive Director) – effective 5 August 2021
Mr. Philip Dalidakis	(Non-Executive Director) – effective 12 April 2022
Mr. Paul Wynne	(Non-Executive Director) – effective 12 April 2022 and resigned effective 28 February 2023

Other key management personnel

The following person also had the authority and responsibility for planning, directing and controlling the major activities of the Consolidated Entity, directly or indirectly, during the financial year:

Mr. Neale Java	(Chief Financial Officer) – effective 14 June 2022 and resigned effective 14 February 2023

Compensation

The aggregate compensation paid/payable to directors and to other members of key management personnel of the Consolidated Entity is set out below:

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Short-term employee benefits	444,800	271,122
Post-employment benefits	40,848	8,038
Share-based payments	34,722	—
	520,370	279,160

Some of the above amounts were paid to related management entities

Note 30. Remuneration of auditors

During the financial year the following fees were paid or payable for services provided by UHY Haines Norton, the auditor of the Company:

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Audit services – UHY Haines Norton		
Audit or review of the financial statements	164,638	20,000

Note 31. Contingent assets & Liabilities and Commitments

There were no contingent assets, contingent liabilities and commitments as at 30 June 2022 (2021: nil)

Note 32. Lease commitments

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Lease commitments – operating		
Committed at the reporting date:		
Within one year	34,707	—
One to five years	11,896	—
	46,603	—

The following lease was entered into during the year:

Lease	Commencement Date	Lease Term
641 Glen Huntly Rd, Caulfield 3162, VIC	1 November 2021	2 years

This lease is with a related party. Refer note 33 for further information.

The Consolidated Entity had no capital commitments as at 30 June 2022 and 30 June 2021.

Note 33. Related party transactions

Parent entity

Gelteq is the parent entity.

Subsidiaries

Interests in subsidiaries are set out in note 34.

Key management personnel

Disclosures relating to key management personnel are set out in note 29.

Note 33. Related party transactions (cont.)

Transactions with related parties

The following transactions occurred with related parties:

	Consolidated	
	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Sale of goods:		
Sale of goods/services to commonly controlled entity*	134,231	—
Payment for other expenses:		
Interest expense on loans from directors (as part of shareholder loan issue)**	57,042	—
Interest expense on loans from controlling entity**	712	—
Management and consulting services***	143,977	180,000

* In the month of June, the Company sold goods to Pacific Pine Tennis Limited, Pacific Pine Golf Limited, AC Milan Football Academy, Five-star sports Hong Kong Ltd. and Lifestyle Breakthrough Pty Ltd an entity associated with Jeff Olyniec and Nathan Givoni directors of the Company.

** The interest is accrued and not paid

*** During the year the Company received Management and Legal services from Asiana Trading Corporation, an entity associated with Jeff Olyniec (until December 2021), a director of the Company.

Outstanding balances arising from the purchase of goods and services with related parties:

	30 June 2022	**30 June 2021**
	AUD$	**AUD$**
Prepayment*	33,088	—
Key management personnel directly	145,665	57,791
Entities controlled by key management personnel	11,678	11,678
Trade receivables**	6,655	—
	197,086	69,469

* During August 2021, the company as per agreement with Asiana Trading corporation paid first deposit for its future order. Asiana Trading Corporation is an entity associated with Jeff Olyniec (until December 2021), a director of the Company.

** During the year the Company entered into agreement with Lifestyle Breakthrough Pty Ltd. an entity associated with Nathan Givoni and Simon H. Szewach , directors of the Company for sale of goods & service.

Note 33. Related party transactions (cont.)

Loans to/from related parties

The following balances are outstanding at the reporting date in relation to loans with related parties:

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Loans from Directors		
Opening Balance	18,145	18,145
Loans Advanced*	369,628	—
Interest charged*	57,042	—
Previous year- reclassification	200	—
Closing Balance	445,015	18,145
Loans to other associated parties now subsidiary		
Opening Balance	—	10,000
Loan acquired on subsidiary acquisition	—	(10,000)
Closing Balance	—	—
Loans from associated entities		
Opening Balance	153,978	152,556
Previous year- reclassification to loan from directors	(200)	—
Loans acquired on acquisition of controlled entities	—	200
Interest charged	762	1,220
Closing Balance	154,540	153,978

* The Loans from directors relates to loans provided by Jeffrey Olyniec, Executive Director and B&M Givoni Pty Ltd. a close family member of Nathan Givoni, Executive director of the Company, as part of the loan from shareholders as detailed in note 23. The company has recognised these loans initially at fair value of AUD$369,337, net of the equity component of AUD$124,108 (related to share issued as detailed in note 23) and subsequently carried at amortised cost using an effective interest method. The company has accrued an interest cost of AUD$57,042 using effective interest method capitalised into the borrowing. There was no repayment of interest and loan during the year.

Terms and conditions

Transactions with related parties have not undergone a formal benchmarking process to establish whether arrangements are conducted under normal market terms and conditions, accordingly, such transactions may not be considered at arm's length. Related party loans are either unsecured, interest-free and payable on demand or are subject to unsecured loan agreements with fixed terms and interest payable.

Interest-free loans are noted accordingly.

No adjustment has been made to their carrying value. The parent company has not provided any guarantees in relation to any debts incurred by its subsidiaries.

Note 33. Related party transactions (cont.)

Other related party transactions

On 30 October 2021, the Company entered into a lease agreement with the Lifestyle Breakthrough Holdings U/T to rent office space and incurred rental expense of AUD$46,602 for the year ended 30 June 2022 (30 June 2021: nil). Lifestyle Breakthrough Holdings U/T is an entity associated with Nathan Givoni and Simon H. Szewach, directors of the Company. AUD$46,602 is payables at as year ended 30 June 2022 (30 June 2021:nil). These are expected to be paid over the period of next eighteen months.

Note 34. Interests in subsidiaries

(a) Information about principal subsidiaries

The subsidiaries listed below have share capital consisting solely of ordinary shares, which are held directly by the Consolidated Entity. The proportion of ownership interests held equals the voting rights held by the Consolidated Entity. Each subsidiary's principal place of business is also its country of incorporation or registration.

		Ownership interest	
Name	**Principal place of business/Country of incorporation**	**30 June 2022**	**30 June 2021**
		%	**%**
Nutrigel Unit Trust	Melbourne VIC Australia	100.00%	100.00%
Nutrigel Pty Ltd	Melbourne VIC Australia	100.00%	100.00%
Sport Supplements Unit Trust	Melbourne VIC Australia	100.00%	100.00%
Sport Supplements Pty Ltd	Melbourne VIC Australia	100.00%	100.00%

(b) Significant Restrictions

There are no significant restrictions over the Consolidated Entity's ability to access or use assets, and settle liabilities, of the Consolidated Entity.

(c) Acquisition of Controlled Entities

On 13 June 2021, Gelteq acquired 100% interest in and control of the Nutrigel and Sport Supplements entities

Nutrigel Pty Ltd and Unit Trust (NPL)	**2021**
	AUD$
Purchase consideration:	
-1,740 ordinary shares in Gelteq	9,326,400
Assets acquired and liabilities assumed:	
Cash on hand	1,740
Cash at banks	4,849
Trade Secrets	9,330,011
Loan – Gelteq	(10,000)
Related party loans payable	(200)
Identifiable Assets Acquired and Liabilities Assumed	9,326,400

Note 34. Interests in subsidiaries (cont.)

Sport Supplements Pty Ltd and Unit Trust (SSPL)	2021
	AUD$
Purchase consideration	
-2,735 ordinary shares in Gelteq	14,659,600
Assets acquired and liabilities assumed:	
Cash on hand	2,735
Cash at banks	129,750
Trade Secrets	14,527,295
Identifiable Assets Acquired and Liabilities Assumed	14,659,780

(a) The net cash balance acquired upon completion of the acquisitions is AUD$138,894

(b) The acquisition is treated as an intangible asset acquisition rather than a business combination due to the relevant entities not meeting the business definition included in IFRS 3.

(c) The consideration paid for the Nutrigel and Sport Supplements entities comprised 4,475 ordinary shares issued to the vendors of those entities (which equates to 4,698,750 shares post the February 9 2022 share split). After considerable due diligence, the fair value of the shares has been determined based upon the expected long-term cashflows forecast at the date of acquisition and tempered by the market price of the most recent share sale.

The directors consider a fair price was paid. No costs relating to the acquisitions were identified.

(d) Trade Secrets is attributable to specific products and brands developed by those entities and the synergies expected to the Consolidated Entity from the acquisitions. And recognized and measured in accordance with the accounting policy in note 3. No amount is deductible for tax purposes.

	NPL	SSPL
Contribution to consolidated profits since acquisition	(10)	—
Contribution to consolidated profits if acquired at 1 July 2020	(120)	(176,104)

Note 35. Events after the reporting period

Subsequent to 30 June 2022, the Company has gone to the market for a pre-IPO raise of USD$1m before issuance costs. On 26 September 2022, the Company raised pre-IPO capital of USD$999,999.12 (equivalent to AUD$1,431,161) by issuing 746,268 fully paid ordinary shares at USD$1.34 per share to professional and sophisticated investors. The company incurred capital raising costs of USD$85,136 (equivalent to AUD$121,844) for the above capital raising.

In the year after 30 June 2022, the Company has continued with work on its Initial Public Offer (**IPO**) and the proposed listing of its securities on the Nasdaq Capital Market (**NASDAQ**). On 30 August 2022, on 9 December 2022 and on 3 February 2023, the Company lodged with the U.S. Securities and Exchange Commission and NASDAQ, the Prospectus for its proposed IPO. This Prospectus is currently being updated for re-submission with Company's latest financial information for the year ended 30 June 2022.

Subsequent to 30 June 2022, the Company has extended the loan repayment which was due on 15 July 2023. The extension was signed on 3 January 2023 to now be repaid on 15 July 2024. Refer to note 23.

Subsequent to 30 June 2022, Mr. Neale Java, Chief Financial Officer of the Company, resigned effective from 14 February 2023. At the time of his resignation Mr. Java did not meet the vesting period of his AUD$500,000 of share options and as a result they were forfeited.

No other matter or circumstance has arisen since 30 June 2022 that has significantly affected, or may significantly affect the Consolidated Entity's operations, the results of those operations, or the Consolidated Entity's state of affairs in future financial years.

Note 36. Reconciliation of loss before income tax to net cash used in operating activities

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Loss before income tax expense for the year	(3,368,891)	(648,921)
Adjustments for:		
Depreciation and amortisation	1,215,260	57,945
Share-based payments	34,722	—
Foreign exchange differences	(1,017)	—
Interest expense	175,266	1,220
Provision for Annual Leave	32,577	6,938
Shares issued under services contract	—	255,509
Other reconciling items		(198)
Change in operating assets and liabilities:		
(Increase)/decrease in grants receivable	(64,666)	48,464
(Increase)/decrease in GST receivable	15,222	9,106
(Increase)/decrease in Income Tax receivable	—	(5,837)
(Increase)/decrease in inventory	(95,201)	—
(Increase)/decrease in prepayments	(211,713)	—
Increase in deferred revenue	119,765	—
(Increase)/decrease in trade and other receivable	(7,977)	—
Increase/(decrease) in payroll liabilities	182,547	106,537
Increase/(decrease) in trade payables, accruals and deferred revenue	466,174	(107,712)
Net cash used in operating activities	(1,507,932)	(276,949)

Reconciliation of cash	30 June 2022	30 June 2021
	AUD$	AUD$
Cash on hand	4,708	4,708
Cash at Bank – Gelteq	152,767	42,547
Cash at Bank – Nutrigel Unit Trust	5,010	4,839
Cash at Bank – Sport Supplements Pty Ltd	—	129,570
	162,485	181,664

Note 37. Changes in liabilities arising from financing activities

Consolidated	Interest bearing loans and borrowings	Lease Liability	Total
	AUD$	AUD$	AUD$
Balance at 1 July 2020	170,703	—	170,703
Net cash from financing activities	200	—	200
Other changes – (note 33)	1,271	—	1,271
Balance at 30 June 2021	172,174	—	172,174
Balance at 1 July 2021	172,174	—	172,174
Acquisition of leases	—	60,006	60,006
Net cash from financing activities	1,493,735	(6,000)	1,487,735
Transaction Cost	(373,903)	—	(373,903)
Other changes (note 24, note 23 & note 33)	173,620	(7,405)	166,215
Balance at 30 June 2022	1,465,626	46,601	1,512,227

Note 38. Loss per share

	Consolidated	
	30 June 2022	30 June 2021
	AUD$	AUD$
Loss after income tax attributable to the owners of Gelteq	(3,368,891)	(648,921)

	Number	Number
Weighted average number of ordinary shares used in calculating basic earnings per share	7,336,000	2,825,196
Weighted average number of ordinary shares used in calculating diluted earnings per share*	7,336,000	2,825,196

	AUD$	AUD$
Basic loss per share	(0.46)	(0.23)
Diluted loss per share	(0.46)	(0.23)

* *there are no items to be disclosed under diluted EPS.*

Share rights as noted in note 39 are not included in the diluted earnings per share calculation as they are anti-dilutive.

The weighted average number of shares above is per requirements of IAS 33.

On 24 July 2020, the Shareholders and sole director of the Company approved an action to effectuate a stock split of the issued and outstanding shares of the Company on 1 to 10 basis.

On 9 February 2022, the shareholders and the directors approved a further share split of 1 to 1,050 that was effective on such date. This share split increased the aggregate number of Gelteq's ordinary shares to 7,308,000 ordinary shares.

The movement of issued capital in note 26 is based on the share issued date, which does not correspond to the calculation of weighted average number of shares disclosed above.

Note 38. Loss per share (cont.)

Share issued in exchange of loan to existing shareholder is included within earnings per share calculations per IAS 33. Shares are usually included in the weighted average number of shares from the date consideration is receivable (which is generally the date of their issue). Therefore ordinary shares issued in exchange for cash are included when cash is receivable and ordinary shares issued for the rendering of services to the entity are included as the services are rendered.

Total of 47,250 shares (post share splits) are recognised in the weighted average number of shares in 2020, where these shares were subscribed and to be issued in 2020, and actually issued in 2021.

As per note 23, the Company was required to issue shares equivalent to AUD$1.00 for every AUD$4.00 of principle loaned to the Company. A total of 63,807 shares are recognised in the weighted average number of shares for year ended 30 June 2022, where these shares were issued at 28 April 2022. Refer to note 26 for further information.

On March 24, 2022, the Company entered into a consulting contract with a counterparty pursuant to which the counterparty will advise in connection with the initial public offering in return for a monthly retainer of a fixed dollar amount with additional fixed cash payments to be made upon the satisfaction of certain conditions and 143,360 fully paid Ordinary Shares that have not been issued as of the date of these financial statements. Given milestones were missed, the agreement has since been terminated on 4 October 2022, and only 20,000 Ordinary Shares will be provided upon a public listing, which are yet to be issued at the date of these financial statements.

Note 39. Share-based payments

Mr. Neale Java has been appointed as CFO of the Company effective 14 June 2022. As per the employee agreement, he has been granted rights (**Rights**) to Ordinary Shares in the Company equivalent to a total value of AUD$500,000, subject to the following performance conditions:

- Shares with a value of AUD$250,000 to be granted after nine months of continuous service with the Company, from Mr. Java's commencement date, with the number of Shares to be issued at that time to be calculated as follows:
  - If the Company's securities have been listed on a securities exchange (including NASDAQ) at that time, the number equal to AUD$250,000 divided by the Company's listing price at the time; or
  - If the Company's securities have not been listed on a securities exchange (including NASDAQ) at that time, the number equal to AUD$250,000 divided by USD$5.32 per share; and
- Shares with a value of AUD$250,000 to be granted after 36 months of continuous service with the Company, from Mr. Java's Commencement Date, with the number of Shares to be issued at that time to be calculated as follows:
  - If the Company's securities have been listed on a securities exchange (including NASDAQ) at that time, the number equal to AUD$250,000 divided by the Company's listing price at the time; or
  - If the Company's securities have not been listed on a securities exchange (including NASDAQ) at that time, the number equal to AUD$250,000 divided by USD$5.32 per share.

Note 39. Share-based payments (cont.)

As the actual number of shares to be issued upon the achievement of the performance conditions will be dependent upon factors that could not be determined at valuation date, including (if applicable) the Company's listing price, the probability of listing by the vesting date, and the USD/AUD foreign exchange rate at the relevant dates, it was not possible for the Company to determine, at the grant date of the Rights, exactly how many shares may be issued in due course upon the achievement of those performance conditions. The Company has therefore, for the purposes of accounting for the share-based payments relating to the Rights, estimated the fair value of the Rights at grant date, based on Management's assessment of the fair value of the Company at that date (based on expected future earnings and other relevant factors, including the assumption that dividends would not be incorporated in the fair value measurement), and the number of Rights, as follows:

- Approximate fair value per Right: AUD$8.02
- Approximate number of Rights issued: 65,470.

For the year ended 30 June 2022, the share-based payment of AUD$34,722 represents the amortisation of the total estimated fair value of the Rights recognized over the relevant portions of the vesting periods falling within this financial year.

Subsequent to the year ended 30 June 2022, but prior to meeting his continuous service period with the Company, Mr. Java tendered his resignation and the rights to his shares were forfeited. Refer note 35 to the accounts.

Gelteq Limited
(Formerly known as Gelteq Pty Ltd)
Directors' declaration
30 June 2022 and 2021

In accordance with a resolution of the directors of Gelteq Limited, the directors of the Company declare that:

In the directors' opinion:

- the financial statements and notes set out in this document are in accordance with requirements of the International Financial Reporting Standards (IFRS), including:
  - (i) complying with Accounting Standards, as issued by the International Accounting Standards Board, and
  - (ii) present fairly in all material respects the Consolidated Entity's financial position as at 30 June 2022 and 30 June 2021, and the results of its operations and its cash flows for each of the years ended 30 June 2022 and 30 June 2021, and
- there are reasonable grounds to believe that the Consolidated Entity will be able to pay its debts as and when they become due and payable.

On behalf of the directors
Simon Szewach
Simon H. Szewach
Executive Chairman
17 March, 2023

Gelteq Limited

1,300,000 Ordinary Shares

PROSPECTUS

, 2024

R.F. Lafferty & Co., Inc.
Est.1946

CRAFT CAPITAL MANAGEMENT LLC

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS	DATED FEBRUARY 28, 2024

Gelteq Limited

1,749,243 Ordinary Shares

This Resale Prospectus relates to the resale of 1,749,243 Ordinary Shares by the selling shareholders named in this prospectus. We will not receive any of the proceeds from the sale of Ordinary Shares by the selling shareholders named in this prospectus.

Provided that the Company's listing application is approved by Nasdaq and the underwritten public offering closes, the resale offering described herein will commence and any resale of the Ordinary Shares by the selling shareholders will take place initially at USD$5.00, which is the assumed public offering price of the Ordinary Shares. Thereafter, any sales will occur at prevailing market prices or at privately negotiated prices. The distribution of securities offered hereby may be effected in one or more transactions that may take place in ordinary brokers' transactions, privately negotiated transactions or through sales to one or more dealers for resale of such securities as principals. Usual and customary or specifically negotiated brokerage fees or commissions may be paid by the selling shareholders.

The selling shareholders, as described herein and subject to their respective lock-up periods, if any, may not commence the resale of their Ordinary Shares until the Public Offering closes. In the event that the Company's Nasdaq listing application is not approved and the underwritten public offering as described in the Public Offering Prospectus does not proceed, the resale offering as described in the Resale Prospectus will also not proceed.

Investing in our securities involves risks. You should carefully consider the risk factors beginning on page 14 of this prospectus and set forth in the documents incorporated by reference herein before making any decision to invest in our securities.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this registration statement. Any representation to the contrary is a criminal offense.

The date of this Resale Prospectus is , 2024

PROSPECTUS SUMMARY

The following summary highlights information contained elsewhere in the Public Offering Prospectus and does not contain all of the information. You should read the entire prospectus carefully, including "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our consolidated financial statements and the related notes thereto, in each case included in the Public Offering Prospectus. You should carefully consider, among other things, the matters discussed in the section of this prospectus titled "Business" before making an investment decision.

Overview

We are a clinical and science-based company that is focused on developing and commercializing white label gel-based delivery solutions for prescription drugs, nutraceuticals, pet care and other products. A "white label" gel-based delivery solution is where we produce a product that other companies rebrand as their own product. Our principal products are edible gels, which we refer to as gels, and their application in gel-based dosage forms. Our current product suite consists of multiple products that sit within five core verticals — for pets, sports, pharmaceutical (pharma), over-the-counter (OTC) and nutraceutical — all of which leverage our patent pending multiple-ingredient dosage forms, and that we expect to have a wide range of applications and consumers. We currently focus our efforts on out-licensing our technology to companies to develop and create new products they can manufacture and sell within their established and researched markets, while we continue to manufacture our existing products under license ("**white label**").

Of our products already licensed, two clients have placed initial orders for nutraceutical products, and there have been four other products in the sports vertical ordered. From these orders, we shipped 15,000 units during May 2022, 250,000 units during June 2022 and 60,000 units in December 2022. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30 2022. The Company expects to fulfill the remaining orders in the third quarter of the 2024 financial year. In January 2023, one of our existing clients placed further orders for two new products totaling 120,000 units, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new client placed an order for 80,000 units. We plan to manufacture and deliver these new units ordered in the third quarter of the fiscal year ended June 30, 2024. In October 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). We expect to manufacture and deliver the October 2023 orders in the third quarter of the fiscal year ended June 30, 2024.

Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including establishing an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. From July 1, 2022 to June 30, 2023, total units ordered were 200,000 and none were with related parties. Cumulatively, from our inception through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. With regards to the pets, nutraceutical and sports vertical, we designed these products to have no regulatory hurdles to overcome as they have food grade classifications and therefore do not require regulatory approvals. We designed our gel platform to enhance the tolerability and stability of drugs while maintaining their efficacy. Products in the pharma vertical will require regulatory approval.

We have been funded since inception through a combination of equity contributions, related party loans and Australian government grants/tax incentives. We will continue to balance our research and development alongside our revenue generating activities, with AUD$79,843 (USD$57,487) of recognized revenue which are attributable to deferred revenue, plus deferred revenue of AUD$45,437 (USD$32,714) received in the financial year ended June 30, 2023 resulting in an aggregate deferred revenue of AUD$85,359 (USD$61,458) as at June 30, 2023. For the financial year ended June 30, 2022, we generated AUD$147,536 (USD$106,226) of recognized revenue attributable to deferred revenue and AUD$267,301 (USD$192,457) of deferred revenue received in the financial year ended June 30, 2022, resulting in an aggregate deferred revenue of AUD$119,765 (USD$86,231) as at June 30, 2022.

We have prepared and applied for patents which relate to a diagnostic gel product comprising glucose, and certain multiple-health ingredient dosage forms. Our first patent family is comprised of granted U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 which is for an oral glucose tolerance test gel and testing method for diabetes diagnostics, and pending patent applications in the following additional countries or jurisdictions: Canada, the European Patent Office, India and Qatar. We are seeking to protect products that employ our gel technology in our second patent family which is directed to certain multiple-health ingredient dosage forms which utilize a gel formulation that features agarose and alginate that in certain ratios and pH ranges form gels of specific firmness to deliver two or more health ingredients (including medicines) in a single dosage form. This second patent family is comprised of the granted European Patent Office patent 3809877 and patent pending applications in the following countries: Australia, Brazil, Canada, the Eurasian Patent Organization, Israel, India, Japan, South Korea, Mexico, the People's Republic of China, Saudi Arabia, the United Arab Emirates, the United States, and South Africa. Our vision is to change the way good health is delivered to both humans and animals through our patent pending multiple-health-ingredient gel dosage forms.

We have pending trademark registrations for "Gelteq" in Australia, the United States and several other countries and jurisdictions and registered trademarks for "Gelteq" in Japan, the People's Republic of China, South Korea, Thailand, the United Kingdom and several other countries and jurisdictions. We also have a registered trademark for the Gelteq logo and "Pet Gels" logo in the United Kingdom, which we expect will both be submitted for approval as registered trademarks in the countries and jurisdictions where we have pending and registered trademarks for "Gelteq" referred to in the immediately preceding sentence. We also have pending trademark registrations for a stylized logo of "SportsGel" in Australia, the United States and several other countries and jurisdictions.

We continue to work on preparing additional patent applications. Our third patent application addresses challenges with delivering oil-based products in gels, and our fourth patent application covers products produced for the nutritional health dysphagia market where swallowing tablets is challenging, and our fifth patent application addresses pharmaceutical formulations with the delivery of a single Active Pharmaceutical Ingredient (API). These applications have been lodged as provisional patents in the United Kingdom in August 2022, December 2022 and May 2023, respectively. We expect to file our sixth and seventh patent families in the fourth quarter of the fiscal year ended June 30, 2024 to further protect the varying APIs that our gel delivery platform can hold. We anticipate to lodge additional patent applications in addition to our sixth and seventh patent families during the fiscal year ended June 30, 2024, as we further increase our intellectual property portfolio as we continue to attain U.S. Food and Drug Administration (FDA) approvals for our gel-based drug dosage forms through the 505(b)(2) pathway.

We will continue to seek to protect our intellectual property through a combination of patents, trademarks, trade secrets, non-disclosure and confidentiality agreements, assignments of invention and other contractual arrangements with our employees, consultants, partners, manufacturers, customers and others. We believe these efforts have the potential to protect various proprietary applications of our gel delivery system from imitation.

Our History

Gelteq as an entity began in October 2018, but the initial development work commenced in 2014 by Gelteq co-founder Mr. Nathan J. Givoni.

In January 2015, Mr. Givoni began his long-term collaboration with Monash University in Melbourne, Australia, to verify and test our gel formulations. Our company's first patent family relates to an oral glucose tolerance test gel and testing method for diabetes diagnostics and commenced as a provisional patent in Australia in 2015, which continued to be evaluated and tested before it was submitted as a standard patent application in Australia in 2016. For this first patent family, U.S. patent 10,983,132, the People's Republic of China patent CN108289963B and Australia patent 2016351301 have been granted with several patent applications pending in a number of foreign countries. This glucose tolerance test gel was the subject of a pilot project, after which the focus shifted to establishing strategic partnerships to further develop industry-specific products, which were nutraceutical formulations such as sugar lowering products for people with pre-diabetes. The development of these products did not require specific regulatory approvals. In 2018, Mr. Simon H. Szewach joined the business and our second patent family was later lodged provisionally in Australia, with a further standard patent application submitted in 2019 in the U.S. and a number of foreign countries. The patent applications of our second patent family are granted by the European Patent Office 3809877 with several patent applications pending in a number of foreign countries. The patent applications are directed to certain multiple-health ingredient gel dosage forms to utilize our gel delivery technology. By 2020, these two patent families had been acquired by Gelteq after it was co-founded by Mr. Givoni and Mr. Szewach. The primary focus of Gelteq has been delivering and creating new

and innovative products that utilize our gel-based technologies. Utilizing the acquired intellectual property, Gelteq completed product development in early 2020 for a suite of nutraceutical products and since that time, has introduced its first product line and actively pursued (through further research and development), additional applications for the gel technology, which is specifically suited for sports, pharmaceutical (pharma) and over-the-counter (OTC) usage.

In April 2021, Gelteq management decided to prioritize the commercialization of its products related to animal health, driven by several key factors:

- the size of the pet nutrient and pet pharma markets in North America, which translated into expansion opportunities for Gelteq;[1]
- a fundamental change in society towards pets with the emergence of pets as an extended part of the family rather than just companion animals is driving consumer spending on pet ownership and pet care. These trends of pet humanization and consumer concerns for pet health and wellness have created a rapidly growing industry for pet health products[2]; and
- the ongoing research and development opportunities with Gelteq's academic partner in Australia, Monash University, which is ranked among the top universities in the world in pharmaceutical science by the 2023 QS World University Rankings for Pharmacy & Pharmacology and is providing more opportunities in the expanded field of animal husbandry, and with another Australian university's veterinary hospital, with whom negotiations for ongoing research and development opportunities are in progress.

Our Strengths

We are seeking to position ourselves as a leader in the application of ingestible gel technology in nutraceutical, drug and supplement delivery in the following manner:

- seeking to position ourselves as an emerging market leader in dosage forms that utilize ingestible gel technology for nutraceutical, pet care, and pharma;
- promoting our products as superior to other methods of oral delivery (i.e., pills, tablets, gummies);
- highlighting our products as addressing unmet issues around swallowing, taste, dosage and efficacy;
- taste-masking ability of Gelteq's patent pending multiple-ingredient gel dosage forms, being able to immediately address unsolved challenges in compliance and dosing;
- creating manufacturing and distribution and sale channels permits expedited time-to-market for high-demand products;
- expanding our intellectual property portfolio by maintaining our 100%-owned U.S. patent for a glucose tolerance testing product, and working to have our additional pending patent applications inside and outside of the United States proceed towards allowance, and filing additional patent applications to protect our new discoveries;
- maintaining our research and development partnership with Australia's Monash University, which is ranked among the top universities in the world in pharmaceutical science by the 2023 QS World University Rankings for Pharmacy & Pharmacology and is providing more opportunities in the expanded field of animal husbandry, while negotiating another research and development partnership with another Australian university's veterinary hospital; and
- signing industry partnerships/licenses for pilot programs with our licensee companies for sport-related gels described herein under *"Business — Material Contracts — Customer Contracts."*

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1 *See Graphical Research (2021). North America Pet Care Market Size By Animal (Dogs, Cats, Birds, Fishes, Horses), By Type (Pet Food {Nutritional, Medicated}, Pet Care Products {Veterinary Care Products, Supplies/OTC Medications}, Service {Pet Grooming/Boarding, Live Animal Purchase), By Distribution Channel (Stores, E-Commerce), Industry Analysis Report, Regional Outlook (U.S., Canada), Application Potential, Competitive Market Share & Forecast, 2021 – 2027. Report ID: GR1633*

2 *Ibid.*

Our Strategy

Overall

The following are highlights of our strategy to promote and expand our business at the present time:

- *Greatest unmet demand for our gel dosage forms* — We will focus on dysphagia (the medical term given to difficulty swallowing) and other areas including children and seniors where the need is great and current solutions inadequate. See our discussion of dysphagia later in this document.
- *Fastest ability to grow sales* — we are looking to capitalize on existing opportunities in the market.
- *Highest margins* — certain markets, such as pet nutrients, nutraceuticals and human supplements, offer high margins.
- *Little to no competitors* — We are seeking "blue ocean" markets where the competition is not currently focusing, including in the pharmaceutical (pharma) and over-the-counter (OTC) markets.
- *Highest Demand for a market differentiating delivery platform* — issues such as difficulty in swallowing, need to intake a large amount of drugs or nutrients, and taste making are all areas where our product can show deep differentiation and shine.

Based on this, we have decided to focus our efforts in the following order at the present time:

- *First*, pet health/supplements — We have developed products that comprise health ingredients related to joint health, coat quality, immune boosting, weight loss, diabetes and digestion for felines and canines. The development of the product formulations was completed and the products are awaiting future production at scale in their current form, or alternatively, their formulation can be adjusted by a future license partner, if desired. At this stage, our pet health and supplemental products had been developed from our laboratories, flavored and shown to be shelf stable by our manufacturers and are ready to be sold to the public. Samples of the canine and feline products have been tested respectively on canines and felines, highlighting and verifying acceptance and palatability. Further, we expect to begin formal palatability studies for canine products in the third quarter of the fiscal year ended June 30, 2024. The Company took the decision to delay the clinical study to prioritize additional patent and formulation protections and to finalize establishing our own production line with a local Australian GMP certified manufacturer. The further strengthening of our IP portfolio is designed to allow for a wider expansion into the pharmaceutical sector, with the production line enhancing the speed at which we can expand into this sector.
- *Second,* nutraceuticals — We have developed formulations for products in the nutraceutical sector that include dietary fiber, prebiotics, probiotics, vitamins, polyunsaturated fatty acids, antioxidants, electrolytes and others. At this stage, our nutraceuticals had been developed from our laboratories, flavored and shown to be shelf stable by our manufacturers and are ready to be sold to the public. We have also already sold products in our sports vertical which contain electrolytes and carbohydrates as primary ingredients to PacificPine Tennis Limited, PacificPine Football Limited, PacificPine Golf Limited and Five-Star Sports Hong Kong Limited. We have also sold a product that addresses brain function in our nutraceutical vertical, taking a proprietary powder blend owned by Healthy Extracts Inc. (OTCQB:HYEX) and creating an easy to consume gel product for Healthy Extracts Inc. and their customers. In addition, we have sold 20,000 units of Hypogel in our nutraceutical vertical, our product formulation that acts as a glucose boost to Lifestyle Breakthrough Holdings Pty Ltd. For these clients, we an aggregate of 265,000 units for the year ended June 30, 2022, with all these shipped products now recognized as revenue during the financial year ended June 30, 2022. The remainder orders continue to be held as deferred revenue, of which the Company has fulfilled 60,000 units in December 2022 and expects to fulfill the outstanding orders of 45,000 products in the third quarter of the fiscal year ended June 30, 2024. For the year ended June 30, 2023, an existing customer placed further orders for two new products that respectively aids gut health and lowers sugar absorption, totaling 120,000 units, of which we received a AUD$45,437 (USD$32,715) non-refundable deposit for such orders in May 2023, and a new Australian client placed an order for 80,000 units for the product that lowers sugar absorption all in our nutraceutical vertical. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. The Company expects to fulfill the remaining orders in the third quarter of the fiscal year ended June 30, 2024. In October 2023, we received a

further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800). We expect to manufacture and deliver the October 2023 orders in the third quarter of the fiscal year ended June 30, 2024. Due to world-wide supply chain delays which affected timing of prior product shipments, the Company has put in place strategies to mitigate delays in the future, including establishing an additional sampling and research and development facility at its headquarters in Melbourne, Australia. The Company expects to finalize a dedicated production line with a GMP certified manufacturer in Melbourne, Australia in the fourth quarter of the fiscal year ended June 30, 2024 to further enhance production capacity which will avoid future delays. For the year ended June 30, 2022, we invoiced a total of AUD$267,301 (USD$192,457) for units ordered, of which approximately AUD$147,536 (USD$106,226) was delivered to customers and recognized as revenue. The remaining AUD$119,765 (USD$86,231) was for orders that have been invoiced but not delivered and as such were not recognized as revenue and are considered deferred revenue. As a result, for the year ended June 30, 2022, approximately 50.2% of the orders ordered were with related parties and 91% of revenue recognized were with related parties. For the year ended June 30, 2023, the 60,000 units delivered in December 2022 has been recognized as revenue of AUD$79,843 (USD$57,487) from the deferred revenue balance at June 30, 2022. From July 1, 2022 to June 30, 2023, total units ordered were 200,000 and none were with related parties. Cumulatively, through June 30, 2023, approximately 24% of total units ordered were from related parties and none of the January 2023 or October 2023 orders were from related parties. Further product formulations are in development, and are available as samples, with production to occur when a potential license partner is engaged.

- *Third*, healthcare/pharma — These could include pharmaceutical products for both human and pets, including those for people with swallowing issues. In our lab, we have developed several pharmaceutical products for treatment of pain which have undergone dissolution studies. We expect one of these products will soon be entered into the 505(b)(2) pathway with the FDA, and potentially equivalent regulatory bodies in other regions. We also expect to work with license partners to create additional pharmaceutical products for human or animals, which would require regulatory approval once developed. These future products potentially include gel dosage forms comprising a new API of a future licensing partner, which would require an NDA, or, for approved APIs, the 505(b)(2) pathway can be pursued.

Strategy Steps

Gelteq's strategy is based on delivering innovative gel dosage forms that change the way good health is delivered to both humans and animals through our patent pending multiple-health-ingredient gel dosage forms. To achieve this objective, we intend to pursue the following:

- Maximize the commercial potential of our animal health and nutraceutical products through licensing and partnerships. We will continue to focus on white label and private label manufacturing using our patent pending multiple-health ingredient gel dosage forms, and then leveraging the brand awareness of the licensee and their existing customer base to ensure greater volumes of products are sold and then reordered from Gelteq. We began building relationships with animal health companies initially, closely followed by pharmaceutical companies, nutrition providers and sports organizations through which our products will be sold.
- Obtain FDA approval for our own gel-based drug dosage forms, through the 505(b)(2) pathway. To target the pain management market, we are currently taking an off-patent API for treatment of pain down the 505(b)(2) pathway and have completed dissolution studies. This has the potential, if approved by the FDA, to be available as our own gel-based OTC product with potential options to license-out or sell ourselves to consumers, or through a range of distributors. For this API candidate, we have completed dissolution comparisons to existing market products so that our future clinical data can be compared in bioequivalence studies to an existing FDA approved product containing the same API. We have yet to perform further pre-clinical and clinical studies on bioequivalence and safety in humans which are required for a FDA approval of different dosage forms. These clinical studies are expected to be run concurrently to further stability testing, with our initial research and development lab stability data not indicating any instability. Our API pipeline includes a further prescription medication API candidate that, once its dissolution study is completed, and its results are analyzed and collated, we expect to proceed with as described above for the OTC API.
- Expand our product suite to be made available to potential licensees. We will continuously conduct research and development and evaluate opportunities to leverage our gel delivery technology and patent pending multiple-health ingredient gel dosage forms, to develop additional products within pharmaceutical, nutraceutical OTC and prescription markets.

- Complete clinical testing of our gel delivery technology with a variety of APIs. We are currently working on a multitude of pharmaceutical APIs that are available in different chemical structures, prioritizing dysphagia-based APIs, where we believe there is the greatest unmet need for an oral drug delivery system that has the potential to overcome the challenges of swallowability, taste, dosage and efficacy.

Recent Developments

On April 25, 2023, we entered into a letter of engagement with R.F. Lafferty & Co., Inc. ("**Lafferty**") in connection with the Company's initial public offering and other financing activities which engagement has been extended until April 30, 2024. The foregoing agreement expired in October 2023. However, on November 17, 2023, we and Lafferty agreed to extend the agreement until January 31, 2024 on the same terms as the original agreement. Further, on February 15, 2024, we and Lafferty agreed to extend the agreement until April 30, 2024 under the same terms as the original agreement. See "Underwriting" in this prospectus for more information regarding our arrangements with R.F. Lafferty & Co., Inc.

On October 15, 2023, we and Ocean Street Partners, Inc. ("**OSP**") entered into a consulting contract (the "**OSP Consulting Contract**") pursuant to which OSP agreed to advise us in connection with the initial public offering in consideration for (i) a cash payment of USD$100,000 upon the closing of the initial public offering by December 31, 2023 and (ii) 20,000 shares with an issue price of USD$5.00 per share upon the closing of the initial public offering by December 31, 2023 to be issued upon the closing of the initial public offering. The foregoing terms were agreed to by both parties in the June 30, 2023 financial year and the balances have been recognized as liabilities in that reporting period, and the consulting contract was merely the formal documentation required to consolidate this consultancy arrangement. The OSP Consulting Agreement expires on April 15 2024 unless terminated by either party on an earlier date. However, we believe that we do not owe any compensation under the OSP Consulting Contract as the contemplated initial public offering date did not close by December 31, 2023.

On October 19, 2023, we received a further order for 200,000 units in our nutraceutical vertical, of which we received a non-refundable deposit of AUD$40,000 (USD$28,800).

On December 15, 2023, our board of directors accepted the resignation of Craig Young as Company Secretary and Chief Financial Officer and on the same day appointed Rosalyn Gladwin as our new Company Secretary.

On February 2, 2024, our board of directors approved the issuance of convertible notes (the "**February 2024 Convertible Note**") to raise up to AUD$400,000. Each February 2024 Convertible Note shall have a face value of AUD$1, an annual interest rate of 6% and have a maturity date of December 31, 2025. Each holder of a February 2024 Convertible Note may, prior to 90 days of their maturity date and pursuant to the terms therein, either elect to convert their February 2024 Convertible Note into Ordinary Shares at a conversion discount rate of 22% or redeem their February 2024 Convertible Note for an Australian cash payment. As at the date of this prospectus, the Company has received AUD$227,486 (approximately AUD$75,000 plus approximately USD$100,000 calculated at the daily exchange rate when each amount was received) through the issuance of the February 2024 Convertible Notes.

On February 5, 2024, our board of directors appointed Anthony Panther as our Chief Financial Officer.

On February 13, 2024, we and Arc Group Limited ("**Arc**") entered into a consulting contract pursuant to which Arc agreed to advise us in connection with the initial public offering in consideration for (i) a cash payment of USD$100,000 upon the closing of the initial public offering by June 30, 2024 and (ii) 20,000 shares with an issue price of USD$5.00 per share upon the closing of the initial public offering by June 30, 2024 to be issued upon the closing of the initial public offering.

Implications of Being an "Emerging Growth Company"

As a company with less than USD$1.235 billion in revenue during our last fiscal year, we qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An "emerging growth company" may take advantage of reduced reporting requirements that are otherwise applicable to larger public companies. In particular, as an emerging growth company, we:

- may present only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations, or "MD&A";

- are not required to provide a detailed narrative disclosure discussing our compensation principles, objectives and elements and analyzing how those elements fit with our principles and objectives, which is commonly referred to as "compensation discussion and analysis";
- are not required to obtain an attestation and report from our auditors on our management's assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002;
- are not required to obtain a non-binding advisory vote from our shareholders on executive compensation or golden parachute arrangements (commonly referred to as the "say-on-pay," "say-on frequency" and "say-on-golden-parachute" votes);
- are exempt from certain executive compensation disclosure provisions requiring a pay-for-performance graph and chief executive officer pay ratio disclosure;
- are eligible to claim longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act; and
- will not be required to conduct an evaluation of our internal control over financial reporting.

We intend to take advantage of all of these reduced reporting requirements and exemptions, with the exception of the longer phase-in periods for the adoption of new or revised financial accounting standards under §107 of the JOBS Act.

Under the JOBS Act, we may take advantage of the above-described reduced reporting requirements and exemptions until we no longer meet the definition of an emerging growth company. The JOBS Act provides that we would cease to be an "emerging growth company" at the end of the fiscal year in which the fifth anniversary of our initial sale of common equity pursuant to a registration statement declared effective under the Securities Act of 1933, as amended, herein referred to as the Securities Act, occurred, if we have more than USD$1.235 billion in annual revenues, have more than USD$700 million in market value of the Ordinary Shares held by non-affiliates, or issue more than USD$1 billion in principal amount of non-convertible debt over a three-year period.

Implications of Being a Foreign Private Issuer

We are a foreign private issuer within the meaning of the rules under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As such, we are exempt from certain provisions applicable to United States domestic public companies. For example:

- we are not required to provide as many Exchange Act reports, or as frequently, as a domestic public company;
- for interim reporting, we are permitted to comply solely with our home country requirements, which are less rigorous than the rules that apply to domestic public companies;
- we are not required to provide the same level of disclosure on certain issues, such as executive compensation;
- we are exempt from provisions of Regulation FD aimed at preventing issuers from making selective disclosures of material information;
- we are not required to comply with the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act; and
- we are not required to comply with Section 16 of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and establishing insider liability for profits realized from any "short-swing" trading transaction.

We will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of the Nasdaq. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

The Nasdaq listing rules provide that a foreign private issuer may follow the practices of its home country, which for us is Australia, rather than the Nasdaq rules as to certain corporate governance requirements, including the requirement that the issuer have a majority of independent directors and the audit committee, compensation committee and nominating and corporate governance committee requirements, the requirement to disclose third party director and nominee compensation and the requirement to distribute annual and interim reports. A foreign private issuer that

follows a home country practice in lieu of one or more of the listing rules shall disclose in its annual reports filed with the SEC each requirement that it does not follow and describe the home country practice followed by the issuer in lieu of such requirements. Although we do not currently intend to take advantage of these exceptions to the Nasdaq corporate governance rules, we may in the future take advantage of one or more of these exemptions.

Corporate Information

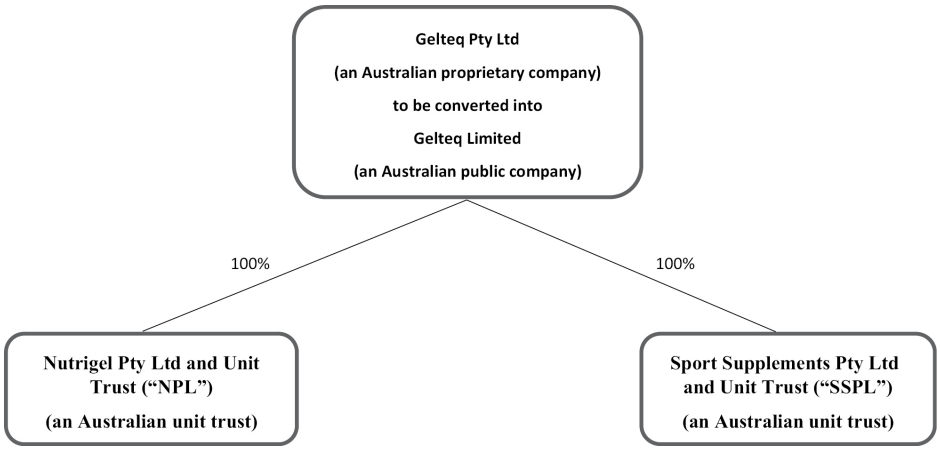
Our registered office is located at Vistra Australia, Level 4, 100 Albert Road, South Melbourne VIC, 3025, Australia. Our principal place of business is located at 639-641 Glenhuntly Road, Caulfield, VIC 3162, Australia and our telephone number is +61 3 9087 3990. Our website address is *http://www.gelteq.com*. The information contained therein, or that can be accessed therefrom, is not and shall not be deemed to be incorporated into this prospectus or the registration statement of which it forms a part.

Corporate History and Structure

We were incorporated under the laws of the State of Victoria, Australia on October 15th, 2018. Our technology was assigned to us by our founders and a predecessor entity, who developed it prior to the incorporation of our company. The intellectual property was then assigned to Gelteq at Gelteq's inception to continue to build on this work.

We currently have two direct, wholly-owned subsidiaries as part of our organizational structure: Nutrigel Pty Ltd and Unit Trust (**"NPL**") and Sport Supplements Pty Ltd and Unit Trust (**"SSPL"**) as described under *"Management Discussion and Analysis of Financial Condition and Results of Operations — Acquisition of Nutrigel Pty Ltd and Unit Trust (NPL) and Acquisition of Sport Supplements Pty Ltd and Unit Trust (SSPL)."*

The chart below summarizes our corporate structure, including our direct, wholly-owned subsidiaries, as of the date of this prospectus:



Risk Factor Summary

Investing in the Ordinary Shares entails a high degree of risk as more fully described under *"Risk Factors."* You should carefully consider such risks before deciding to invest in our securities. These risks include, among others:

- we are a growth-stage company with a history of losses, and we expect to incur significant expenses and continuing losses for the near-term;
- we have experienced growth and expect to invest in growth for the foreseeable future. If we fail to manage our growth effectively, our business, operating results and financial condition could be adversely affected;

- we currently face competition from a number of companies and expect to face significant competition in the future in our market;
- if we are unable to protect our intellectual property rights, our business, competitive position, financial condition and results of operations could be materially and adversely affected;
- non-compliance with requirements imposed by government patent agencies in jurisdictions where we have patent protection could reduce or eliminate our patent protection;
- intellectual property rights do not necessarily address all potential threats;
- the COVID-19 pandemic has had, and may continue to have, a material adverse effect on our financial condition and results of operations;
- we are expanding our operations internationally, which will expose us to additional tax, compliance, market and other risks;
- we will incur increased expenses and administrative burdens as an Australian public company treated as a public company in the United States, which could have an adverse effect on our business, financial condition and results of operations;
- we may be adversely affected by foreign currency fluctuations;
- any failure to comply with anticorruption and anti-money laundering laws, including the FCPA and similar laws associated with activities outside of the United States, could subject us to penalties and other adverse consequences;
- we could be adversely impacted if we fail to comply with U.S. and international import and export laws;
- any failure to comply with laws relating to labor and employment could subject us to penalties and other adverse consequences;
- as a "foreign private issuer" under the rules and regulations of the U.S. Securities and Exchange Commission, or SEC, we are permitted to, and may, file less or different information with the SEC than a company incorporated in the United States or otherwise not filing as a "foreign private issuer," and we follow certain home country corporate governance practices in lieu of certain Nasdaq requirements applicable to U.S. issuers as described herein under "*Risk Factors — As a foreign private issuer, we are exempt from a number of rules under the U.S. securities laws and are permitted to file less information with the SEC than a U.S. company"* and *"— As a foreign private issuer, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards and these practices may afford less protection to shareholders than they would enjoy if we complied fully with Nasdaq corporate governance listing standards;"* and
- as an "emerging growth company" under the JOBS Act and will be able to avail ourselves of reduced disclosure requirements applicable to emerging growth companies, which could make the Ordinary Shares less attractive to investors.
- The offering price of the primary offering and resale offering could differ.
- The Resale by the Selling Shareholders may cause the market price of our Ordinary Shares to decline.

THE OFFERING

Securities being offered:	Ordinary Shares.
Selling price:	USD$5.00 per share.
Number of Ordinary Shares offered by us:	0 Ordinary Shares.
Number of Ordinary Shares offered by the selling shareholders:	1,749,243 Ordinary Shares.
Number of Ordinary Shares outstanding immediately before the offering:	8,118,075 Ordinary Shares are outstanding as of the date of this prospectus. 8,138,075 Ordinary Shares are expected to be outstanding immediately before the offering as follows: (i) 8,118,075 Ordinary Shares outstanding as of the date of this prospectus, plus (ii) 20,000 Ordinary Shares expected to be issued at listing pursuant to an agreement entered into with a counterparty in February 2024 but excluding any shares issuable upon conversion of the Convertible Notes.
Number of Ordinary Shares to be outstanding immediately after this offering:	Assuming the Company's Nasdaq listing application is approved and the underwritten public offering closes, 9,438,075 Ordinary Shares (or 9,633,075 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares) are expected to be outstanding immediately after the offering excluding any shares issuable upon conversion of the Convertible Notes: the 8,138,075 Ordinary Shares expected to be outstanding immediately before the offering as described above plus 1,300,000 Ordinary Shares (or 1,495,000 Ordinary Shares if the underwriters exercise in full the over-allotment option to purchase additional Ordinary Shares). In the event that the Company's Nasdaq listing application is not approved, neither the underwritten public offering nor the resale offering will proceed.
Over-allotment option to purchase additional Ordinary Shares	We have granted to the underwriters an option, exercisable for 45 days from the date of this prospectus, to purchase up to an aggregate of 195,000 additional Ordinary Shares at the public offering price, less underwriting discounts and commissions.
Use of proceeds:	We will not receive any of the proceeds from the sale of the Ordinary Shares by the selling shareholders named in this Resale Prospectus.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of the Ordinary Shares by the selling shareholders.

SELLING SHAREHOLDERS

The following table sets forth the names of the selling shareholders, the number of Ordinary Shares owned by each selling shareholder immediately prior to the date of this Resale Prospectus and the number of shares to be offered by the selling shareholder pursuant to this Resale Prospectus. The table also provides information regarding the ownership of our Ordinary Shares by the selling shareholders as adjusted to reflect the assumed sale of all of the shares offered under this Resale Prospectus.

Ownership is based on information furnished by the selling shareholders. Unless otherwise indicated and subject to community property laws where applicable, the selling shareholders named in the following table have, to our knowledge, sole voting and investment power with respect to the shares beneficially owned by him.

None of the selling shareholders has had any position, office or other material relationship within past three years with the Company. None of the selling shareholders is a broker dealer or an affiliate of a broker dealer. None of the selling shareholders has an agreement or understanding to distribute any of the shares being registered. None of the selling shareholders has acquired the Ordinary Shares in connection with the Pre-IPO Raise. Each selling shareholder may offer for sale from time to time any or all of the shares, subject to the agreements described in the "Selling Shareholders Plan of Distribution." The table below assumes that the selling shareholders will sell all of the shares offered for sale hereby:

Name of Selling Shareholder	Ordinary Shares Owned Prior to Offering	Maximum Number of Ordinary Shares to be Sold	Number of Ordinary Shares Owned after Offering	Percentage Ownership After Offering (%)
B&M Givoni Pty Ltd ATF B&M Givoni Superannuation Fund[(1)]	340,420	340,420	—	—
Barabash Nominees Pty Ltd ATF Barabash Family Trust	336,000	336,000	—	—
Barabash Nominees Pty Ltd ATF Barabash Pension Fund	105,000	105,000	—	—
Crestmont Investments Pty Ltd ATF Crestmont Investments Trust	642,323	642,323	—	—
Grinwade Investments Pty Ltd ATF Grinwade Investments Trust	325,500	325,500	—	—

(1) The B&M Givoni Superannuation Fund ATF B&M Givoni Superannuation Fund is our Chief Executive Officer and Director Nathan J. Givoni's parents' Superannuation fund or pension fund, with Nathan J. Givoni having no ownership, title or beneficial interests in this entity.

SELLING SHAREHOLDERS PLAN OF DISTRIBUTION

The selling shareholders and any of their pledgees, donees, assignees and successors-in-interest may, from time to time, sell any or all of their Ordinary Shares being offered under this Resale Prospectus on Nasdaq, market or trading facility on which shares of our Ordinary Shares are traded or in private transactions. These sales may be at fixed or negotiated prices. Selling shareholders may use any one or more of the following methods when disposing of shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position; and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resales by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- to cover short sales made after the date that the registration statement of which this Resale Prospectus is a part is declared effective by the SEC;
- broker-dealers may agree with the Selling Shareholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any of these methods of sale; and
- any other method permitted pursuant to applicable law.

The foregoing methods of disposing the Ordinary Shares is qualified by the Company's listing application having been approved by Nasdaq and the closing of the underwritten public offering. In the event that the Company's Nasdaq listing application is not approved and the underwritten public offering does not proceed, the resale offering will not occur and the selling shareholders would not able to utilize the above methods for disposing the Ordinary Shares.

The shares may also be sold under Rule 144 under the Securities Act of 1933, as amended, if available for a selling shareholders, rather than under this Resale Prospectus. The selling shareholders have the sole and absolute discretion not to accept any purchase offer or make any sale of shares if they deem the purchase price to be unsatisfactory at any particular time.

The selling shareholders may pledge their shares to their brokers under the margin provisions of customer agreements. If a selling shareholder defaults on a margin loan, the broker may, from time to time, offer and sell the pledged shares.

Broker-dealers engaged by the selling shareholders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling shareholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, which commissions as to a particular broker or dealer may be in excess of customary commissions to the extent permitted by applicable law.

If sales of shares offered under this Resale Prospectus are made to broker-dealers as principals, we would be required to file a post-effective amendment to the registration statement of which this Resale Prospectus is a part. In the post-effective amendment, we would be required to disclose the names of any participating broker-dealers and the compensation arrangements relating to such sales.

The selling shareholders and any broker-dealers or agents that are involved in selling the shares offered under this Resale Prospectus may be deemed to be "underwriters" within the meaning of the Securities Act in connection with these sales. Commissions received by these broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting discount under the Securities Act. Any broker-dealers or agents that are deemed to be underwriters may not sell shares offered under this Resale Prospectus unless and until we set forth the names of the underwriters and the material details of their underwriting arrangements in a supplement to this Resale Prospectus or, if required, in a replacement resale prospectus included in a post-effective amendment to the registration statement of which this Resale Prospectus is a part.

The selling shareholders and any other persons participating in the sale or distribution of the shares offered under this Resale Prospectus will be subject to applicable provisions of the Exchange Act, and the rules and regulations under that act, including Regulation M. These provisions may restrict activities of, and limit the timing of purchases and sales of any of the shares by, the selling shareholders or any other person. Furthermore, under Regulation M, persons engaged in a distribution of securities are prohibited from simultaneously engaging in market making and other activities with respect to those securities for a specified period of time prior to the commencement of such distributions, subject to specified exceptions or exemptions. All of these limitations may affect the marketability of the shares.

Rule 2710 requires members firms to satisfy the filing requirements of Rule 2710 in connection with the resale, on behalf of selling shareholders, of the securities on a principal or agency basis. NASD Notice to Members 88-101 states that in the event a selling shareholders intends to sell any of the shares registered for resale in this Resale Prospectus through a member of FINRA participating in a distribution of our securities, such member is responsible for insuring that a timely filing, if required, is first made with the Corporate Finance Department of FINRA and disclosing to FINRA the following:

- it intends to take possession of the registered securities or to facilitate the transfer of such certificates;
- the complete details of how the selling shareholders' shares are and will be held, including location of the particular accounts;
- whether the member firm or any direct or indirect affiliates thereof have entered into, will facilitate or otherwise participate in any type of payment transaction with the selling shareholders, including details regarding any such transactions; and
- in the event any of the securities offered by the selling shareholders are sold, transferred, assigned or hypothecated by any selling shareholder in a transaction that directly or indirectly involves a member firm of FINRA or any affiliates thereof, that prior to or at the time of said transaction the member firm will timely file all relevant documents with respect to such transaction(s) with the Corporate Finance Department of FINRA for review.

No FINRA member firm may receive compensation in excess of that allowable under FINRA rules, including Rule 2710, in connection with the resale of the securities by the selling shareholders.

If any of the Ordinary Shares offered for sale pursuant to this Resale Prospectus are transferred other than pursuant to a sale under this Resale Prospectus, then subsequent holders could not use this Resale Prospectus until a post-effective amendment or prospectus supplement is filed, naming such holders. We offer no assurance as to whether any of the selling shareholders will sell all or any portion of the shares offered under this Resale Prospectus.

We have agreed to pay all fees and expenses we incur incident to the registration of the shares being offered under this Resale Prospectus. However, each selling shareholder and purchaser is responsible for paying any discount, and similar selling expenses they incur.

We and the selling shareholders have agreed to indemnify one another against certain losses, damages and liabilities arising in connection with this Resale Prospectus, including liabilities under the Securities Act.

LEGAL MATTERS

The validity of the issuance of the shares offered in this prospectus and certain other matters of Australian law will be passed upon for us by Morgan-Smith Legal Pty Ltd. Ellenoff Grossman & Schole LLP, New York, New York, is acting as counsel in connection with the registration of our securities under the Securities Act.

PART II

OR

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 6. Indemnification of Directors and Officers.

Australian law

Australian law provides that a company or a related body corporate of the company may provide for indemnification of a personas an officer or auditor of the company, except to the extent of any of the following liabilities incurred as an officer or auditor of the company:

- a liability owed to the company or a related body corporate of the company;
- a liability for a pecuniary penalty order made under section 1317G or a compensation order under section 961M, 1317H, 1317HA,1317HB, 1317HC or 1317HE of the Corporations Act; or
- a liability that is owed to someone other than the company or a related body corporate of the company and did not arise out of conduct in good faith.

Australian law provides that a company or related body corporate of the company must not indemnify a person against legal costs incurred in defending an action for a liability incurred as an officer or auditor of the company if the costs are incurred:

- in defending or resisting proceedings in which the officer or director is found to have a liability for which they cannot be indemnified as setout above;
- in defending or resisting criminal proceedings in which the person is found guilty;
- in defending or resisting proceedings brought by the ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established (except costs incurred in responding to actions taken by the ASIC or a liquidator as part of an investigation before commencing proceedings for the court order); or
- in connection with proceedings for relief to the officer or a director under the Corporations Act, in which the court denies the relief.

Constitution. We were incorporated as a proprietary company limited by shares under the laws of Australia in October 2018. The name of the Company was changed from Myhypo Pty Ltd to Gelteq Pty Ltd in connection with the expansion of the business across a wider set of markets and became Gelteq Limited upon conversion into a public company on May 26, 2022. Our Constitution provide that, to the extent permitted by and subject to any applicable law, for the indemnification of each director, secretary and officer of our company, or a subsidiary of our company against any liability incurred by that person in such capacity, and for any legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity.

SEC Position. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, our company has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Recent sales of unregistered securities.

During the prior three years, we issued and sold to third parties the securities listed below without registering the securities under the Securities Act of 1933, as amended (the "Securities Act") pursuant to Section 4(a)(2) thereof and Regulations D and S thereunder. None of these transactions involved any public offering. All our securities were sold through private placement either (i) outside the United States or (ii) in the United States to a limited number of investors in transactions not involving any public offering. As discussed below, we believe that each issuance of these securities was exempt from, or not subject to, registration under the Securities Act.

- In June 2021, we issued 1,740 fully paid Ordinary Shares as part of an acquisition to the vendors of Nutrigel Unit Trust at a price of USD$3,859 (AUD$5,360) per share (prior to our 1 to 1050 share split in February 2022), or 1,827,000 Ordinary Shares at a price of USD$3.68 (AUD$5.10) per share after giving effect to our 1 to 1050 share split.

- In June 2021, we issued 2,735 fully paid Ordinary Shares as part of an acquisition to the vendors of Sport Supplements Unit Trust at a price of USD$3,859 (AUD$5,360) per share (prior to our 1 to 1050 share split in February 2022), or 2,871,750 Ordinary Shares at a price of USD$3.68 (AUD$5.10) per share after giving effect to our 1 to 1050 share split.

- In September, 2022, we closed a pre-IPO private placement (the "**Pre-IPO Raise**"), receiving gross of fees of approximately AUD$1,431,161 (approximately USD$999,999.12 at an exchange rate of 1 AUD$ = 0.709869 USD$ as of August 12, 2022 and at an exchange rate of 1 AUD$ = 0.679787 USD$ as of September 1, 2022), with capital raising cost of AUD$121,844 (approximately USD$ 85,136). On September 26, 2022, we issued 746,268 fully paid Ordinary Shares to certain Australian investors who participated in the Pre-IPO Raise at an issue price of USD$1.34 per share.

- In February 2022, we effected a share split of the issued and outstanding Ordinary Shares of the Company on a 1 to 1050 basis, which resulted in the issuance of 7,301,040 Ordinary Shares to existing shareholders.

- On May 5, 2023, our board of directors approved the issuance of convertible notes (the "**May 2023 Convertible Note**") to raise up to AUD$1,000,000. Each May 2023 Convertible Note shall have a face value of AUD$1, an annual interest rate of 12% and have a maturity date of December 31, 2025. Each holder of a May 2023 Convertible Note may, prior to 90 days of their maturity date and pursuant to the terms of the May 2023 Convertible Note, either elect to convert their May 2023 Convertible Note into Ordinary Shares or redeem their May 2023 Convertible Note for an Australian cash payment. On October 3, 2023, we have closed the May 2023 Convertible Note offering raising approximately AUD$1,004,889 (AUD$410,000 plus USD$400,000 calculated at the daily exchange rate when each amount was received).

- On February 2, 2024, our board of directors approved the issuance of convertible notes (the "**February 2024 Convertible Note**") to raise up to AUD$400,000. Each February 2024 Convertible Note shall have a face value of AUD$1, an annual interest rate of 6% and have a maturity date of December 31, 2025. Each holder of a February 2024 Convertible Note may, prior to 90 days of their maturity date and pursuant to the terms therein, either elect to convert their February 2024 Convertible Note into Ordinary Shares at a conversion discount rate of 22% or redeem their February 2024 Convertible Note for an Australian cash payment. As at the date of this prospectus, we have received approximately AUD$227,486 (approximately AUD$75,000 plus approximately USD$100,000 calculated at the daily exchange rate when each amount was received) through the issuance of February 2024 Convertible Notes.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. Unless otherwise specified above, we believe these transactions were exempt from registration under the Securities Act in reliance on (i) Section 4(a)(2) of the Securities Act(and Regulation D promulgated thereunder), (ii) Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or under benefit plans and contracts relating to compensation as provided under Rule 701 or (iii) Regulation S promulgated under the Securities Act as transactions not made to persons in the United States with no directed selling efforts made in the United States. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with

any distribution thereof, and appropriate legends were placed on the share certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about us. The sales of these securities were made without any general solicitation or advertising.

The latest transaction described below involved a placement agent, placement agent discount and commission,

- On September 26 2022, the Company issued 746,268 fully paid Ordinary Shares to certain Australian investors who participated in the Pre-IPO Raise at an issue price of USD$1.34 per share.

Item 8. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this registration statement:

EXHIBIT INDEX

The following documents are filed as part of this registration statement:

Exhibit Number	Description
1.1*	Form of Underwriting Agreement
1.2***	Form of Underwriters' Warrant
3.1***	Constitution of our company
5.1***	Opinion of Morgan Smith Legal Pty Ltd regarding the validity of the Ordinary Shares being issued
5.2***	Opinion of Ellenoff Grossman & Schole LLP regarding the validity of warrants
10.1***#	Entrusted Processing Contract, dated August 7, 2021, by and among Labixiaoxin (Fujian) Foods Industrial Co., Ltd. and Gelteq Pty Ltd
10.2***#	Commissioned Processing Intellectual Property Power of Attorney Contract, dated August 24, 2021, by and among Labixiaoxin (Fujian) Foods Industrial Co., Ltd. and Gelteq Pty Ltd
10.3***	Wasatch Contract Manufacturing Agreement, dated January 31, 2022, by and among Wasatch Product Development LLC and Gelteq Pty Ltd
10.4***#	Master Research Services Agreement, dated December 5, 2019, by and among Monash University and MyHypo Pty Ltd
10.5***#	Variation Agreement, dated May 15, 2021, by and among Monash University and MyHypo Pty Ltd
10.6***#	Gelteq Authorised Licensee Agreement, dated January 10, 2021, September 31, 2021, November 15, 2021, November 29, 2021, 13 December 2021 by and among PacificPine Tennis Limited, Lifestyle Breakthrough Holdings Unit Trust, PacificPine Football Limited, Five-Star Sports Hong Kong Limited, PacificPine Golf Limited and Gelteq Pty Ltd
10.7***#	Private Label Agreement, dated July 1, 2021, by and among Healthy Extracts Inc and Gelteq Pty Ltd
10.8***#	Gelteq Authorised Licensee Agreement, dated January 23, 2023, by and among Healthy Extracts Inc and Gelteq Ltd
10.9***#	Gelteq Authorised Licensee Agreement for 60,000 units of Whitney Johns Sugar Blocker (Orange), dated January 23, 2023, by and among Healthy Extracts Inc and Gelteq Ltd
10.10***#	Gelteq Authorised Licensee Agreement, dated January 23, 2023, by and among Elbe Technologies Pty Ltd and Gelteq Ltd
10.11***	Master Services Agreement, dated November 1, 2021, by and among Adjutor Healthcare Pty Ltd and Gelteq Pty Ltd
10.12***#	Consulting Agreement, dated September 6, 2021, by and among Sosna & Co Inc. and Gelteq Pty Ltd
10.13***	Agreement for the Provision of Office Space, dated October 30, 2021, by and among Lifestyle Breakthrough Holdings Unit Trust and Gelteq Pty Ltd
10.14***#	Loan Agreement, dated January 20, 2022, by and among ACK Pty Ltd ATF Markoff Super Fund No.2, Andrew Vukosav Super AC, B&M Givoni Pty Ltd ATF B & M Givoni Superannuation Fund, 3 Frogs In A Pond Pty Ltd ATF GPG Superannuation Fund, Jeffrey Olyniec, Juergen Rochert, KDC Investments Pty Ltd ATF Lieb Family Superannuation Fund and Gelteq Pty Ltd
10.15***#	Deed of Variation to Loan Agreement, by and among ACK Pty Ltd ATF Markoff Super Fund No.2, Andrew Vukosav Super AC, B&M Givoni Pty Ltd ATF B & M Givoni Superannuation Fund, 3 Frogs In A Pond Pty Ltd ATF GPG Superannuation Fund, Jeffrey Olyniec, Juergen Rochert, KDC Investments Pty Ltd ATF Lieb Family Superannuation Fund and Gelteq Ltd

Exhibit Number	Description
10.16***#	Executive Service Agreement, dated April 28, 2022, among Simon Hayden Szewach and Gelteq Pty Ltd
10.17***#	Executive Service Agreement, dated April 28, 2022, among Nathan Jacob Givoni and Gelteq Pty Ltd
10.18*#	Engagement Letter for the Provision of Chief Financial Officer and Professional Services dated February 5, 2023, among Vistra Australia Pty Ltd and Gelteq Ltd
10.19***#	Share Sale Agreement, dated June 13, 2021, by and among Paramount Global Limited, Gladwin Ventures Pty Ltd, Jeff Olyniec, Ack Proprietary Limited ATF Markoff Superannuation Fund No.2, Asiana Trading Corporation Limited, Legats Pty Ltd ATF Simon Szewach Family Trust, Givoni Investments Pty Ltd ATF Givoni Investments Family Trust and Gelteq Pty Ltd
10.20***#	Share Sale Agreement, dated June 13, 2021, by and among Crestmont Investments Pty Ltd ATF Crestmont Investments Trust, Paramount Global Limited, Gladwin Ventures Pty Ltd, Jeff Olyniec, Raymond Roessel, Joel Haines, Paramount Global SS Limited, Ack Proprietary Limited ATF Markoff Superannuation Fund No.2, Asiana Trading Corporation Limited, Legats Pty Ltd ATF Simon Szewach Family Trust, Givoni Investments Pty Ltd ATF Givoni Investments Family Trust and Gelteq Pty Ltd
10.21*#	Consulting Agreement, dated October 15, 2023, by and among Ocean Street Partners, Inc. and Gelteq Ltd.
10.22*#	Deed of Variation to Loan Agreement, by and among ACK Pty Ltd ATF Markoff Super Fund No.2, Andrew Vukosav Super AC, B&M Givoni Pty Ltd ATF B & M Givoni Superannuation Fund, 3 Frogs In A Pond Pty Ltd ATF GPG Superannuation Fund, Jeffrey Olyniec, Juergen Rochert, KDC Investments Pty Ltd ATF Lieb Family Superannuation Fund and Gelteq Ltd
10.23*#	Monash Innovation Labs Companies on Campus License Agreement, dated February 2, 2024, by and among Monash University and Gelteq Ltd.
10.24*#	Convertible Note Deed, dated February 1, 2024, by and among Domalina Pty LTD ATF Domalina Unit Trust, Jeffrey Olyniec, Kircher International Holdings, Kircher Family Trusts dtd 3/24/04 and Gelteq Ltd.
10.25*#	Consulting Agreement, dated February 13, 2024, by and among Arc Group Limited and Gelteq Ltd.
14.1***	Code of Business Conduct and Ethics
21.1***	Subsidiaries of the Registrant
23.1***	Consent of Morgan Smith Legal Pty Ltd (see Exhibit 5.1)
23.2***	Consent of Ellenoff Grossman & Schole LLP (see Exhibit 5.2)
23.4*	Consent of UHY Norton Haines on consolidated financial statements for the year ended June 30, 2023
23.5*	Consent of UHY Norton Haines on consolidated financial statements for the year ended June 30, 2022
23.6***	Consent of Medicines Manufacturing Innovation Centre, Monash University
24.1***	Power of Attorney (included on the signature page of this Registration Statement)
99.1*	Form of Amended and Restated Audit and Risk Management Committee Charter
99.2*	Nominating and Governance Committee Charter
99.3*	Form of Amended and Restated Compensation Committee Charter
99.4***	Consent of Simon H. Szewach
99.5***	Consent of Nathan J. Givoni
99.6***	Consent of Jeffrey W. Olyniec
99.7***	Consent of Hon. Philip Dalidakis
99.8***	Consent of Prof. David Morton
99.9***	Form of Non-Executive Board Member Letter of Appointment
107***	Filing Fee Table

* Filed herewith
** To be filed by amendment.
*** Filed previously
# Portions of the exhibit have been omitted as the registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the registrant treats as private or confidential.

Item 9. Undertakings.

The undersigned registrant hereby undertakes to provide to the Underwriter at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the Underwriter to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. To include any prospectus required by Section 10(a)(3) of the Securities Act;

ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by "Item 8.A. of Form 20-F (17 CFR 249.220f)" at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, provided that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (a)(4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements.

(5) That, for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(6) That, for the purpose of determining liability under the Securities Act to any purchaser:

Each prospectus filed by the Registrant pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of

the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the small business issuer pursuant to the foregoing provisions, or otherwise, the small business issuer has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the small business issuer of expenses incurred or paid by a director, officer or controlling person of the small business issuer in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the small business issuer will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(7) For the purposes of determining liability under the Securities Act of 1933 to any purchaser in the initial distributions of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant.

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Melbourne, Australia, on February 28, 2024.

Signature	Title	Date
/s/ Nathan J. Givoni Name: Nathan J. Givoni	Chief Executive Officer	February 28, 2024

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Nathan J. Givoni Name: Nathan J. Givoni	Chief Executive Officer and Director (Principal Executive Officer)	February 28, 2024
/s/ Simon H. Szewach Name: Simon H. Szewach	Executive Chairman of the Board of Directors	February 28, 2024
/s/ Jeffrey W. Olyniec Name: Jeffrey W. Olyniec	Director	February 28, 2024
/s/ Anthony W. Panther Name: Anthony W. Panther	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	February 28, 2024

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933 as amended, the undersigned, the duly authorized representative in the United States of America of Gelteq Limited has signed this registration statement or amendment thereto in Newark, Delaware on February 28, 2024.

Puglisi & Associates	
By:	*/s/ Donald J. Puglisi*
Name:	Donald J. Puglisi
Title:	Managing Director

Exhibit 1.1

GELTEQ LIMITED

UNDERWRITING AGREEMENT

[_____], 2024

R.F. Lafferty & Co. Inc.
40 Wall Street, 19th Floor
New York, NY 10005
Attn: Richard H. Kreger, Head of Investment Banking

Ladies and Gentlemen:

This underwriting agreement (this "**Agreement**") constitutes the agreement between **Gelteq Limited**, an Australian public limited company limited to shares (the "**Company**"), on the one hand, and **R.F. Lafferty & Co., Inc.** (the "**Representative**"), for itself as underwriter and as representative of the several underwriters listed on **Schedule I** hereto (the "**Underwriters**"), on the other hand, pursuant to which the Underwriters shall serve as the underwriters for the Company in connection with the proposed offering (the "**Offering**") by the Company of its Offered Securities (as defined below).

The Company proposes, subject to the terms and conditions stated herein, to issue and sell to the Underwriters an aggregate of [ ] authorized but unissued ordinary shares (the "**Firm Shares**"), no par value, of the Company (such shares generally, the "**Ordinary Shares**"), and to grant the Underwriters the option to purchase an aggregate of up to [*] additional Ordinary Shares (the "**Option Shares**") as may be necessary to cover over-allotments made in connection with the Offering. The Firm Shares and Option Shares are collectively referred to as the "**Offered Securities**." The Offered Securities and the Underwriters' Warrant (as defined below) and the Warrant Shares (as defined below) are collectively referred to herein as the "**Securities**."

The Company hereby confirms its agreement with the Representative as follows:

Section 1. Fees and Expenses; Survival and Other Activities.

(a) Underwriting Discount; Underwriters' Warrants; Expenses.

(i) Underwriting Discount. The Underwriters shall be entitled to receive an underwriting discount equal to 7% of the aggregate number of the shares sold from the sale of the Offered Securities on a Closing Date, as defined in Section 3(c) herein, which will be paid to and allocated by the Representative among the Underwriters or selling syndicate and soliciting dealers.

(ii) Non-Accountable Expense Allowance. The Representative shall be entitled to receive a non-accountable expense allowance equal to 1% of the gross proceeds from the sale of the Offered Securities on a Closing Date, which will be paid to and allocated by the Representative among the Underwriters.

(iii) Underwriters' Warrants. The Company hereby agrees to issue to the Representative (and/or its permitted designees) on a Closing Date, a warrant or warrants, as applicable (in the form attached as **Exhibit A** hereto, the "**Underwriters' Warrant**") to purchase the number of Ordinary Shares equal to seven percent (7%) of the number of Firm Shares and Option Shares, if any, issued in the Offering ("**Warrant Shares**"). Notwithstanding the foregoing, in the event any Firm Shares or Option Shares are allocated to investors identified and introduced by the Company, then the Underwriters' Warrants shall be reduced to three percent (3.0%) of the number of Firm Shares and Option Shares, if any issued, for those investors.

The Underwriters' Warrants will be exercisable for a term of five (5) years from the effective date (the "**Effective Date**") of the Registration Statement (as defined below), at an initial exercise price equal to 125% of the price per share paid by investors in the Offering. The Representative understands and agrees that there are significant restrictions pursuant to FINRA Rule 5110 against transferring the Underwriters' Warrants and the Warrant Shares during the one hundred eighty (180) days after the Effective Date and by its acceptance thereof shall agree that it will not sell, transfer, assign, pledge or hypothecate the Underwriters' Warrants, or any portion thereof, or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such securities for a period of one hundred eighty (180) days following the Effective Date to anyone other than the circumstances listed under FINRA Rule 5110(e)(2). Delivery of the Underwriters' Warrants shall be made on a Closing Date and shall be issued in the name or names and in such authorized denominations as the Representative may request. The Underwriters' Warrants may be exercised as to all or a lesser number of the underlying Ordinary Shares, will provide for cashless exercise and will contain provisions for one demand registration of the sale of the underlying Ordinary Share at the Company's expense, an additional demand registration at the Underwriter's Warrants holder's expense provided such demand registration rights will not be greater than five years from the date of the commencement of sales of this offering in compliance with FINRA Rule 5110(g)(8)(C), and immediate and unlimited "piggyback" registration rights for a period of five (5) years after the Effective Date at the Company's expense. The Underwriters' Warrants shall further provide for adjustment in the number and price of such warrants (and the Ordinary Share underlying such Warrants) in the event of recapitalization, dividend, share split, merger or other structural transaction to prevent dilution.

(iv) Expenses. Whether or not the transactions contemplated by this Agreement and the Registration Statement are consummated or this Agreement is terminated, the Company hereby agrees to pay all costs and expenses incident to the Offering, including the following:

A. all expenses in connection with the preparation, printing, formatting for EDGAR and filing of the Registration Statement, and any and all amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers;

B. all fees and expenses in connection with filings with FINRA's Public Offering System;

C. all fees, disbursements and expenses of the Company's counsel and auditors in connection with the registration of the Offered Securities under the Securities Act of 1933, as amended (the "**Securities Act**") and the Offering;

D. all reasonable expenses in connection with the qualifications of the Offered Securities for offering and sale under state or blue sky laws, when applicable;

E. all fees and expenses in connection with listing the Offered Securities on the Nasdaq Stock Market ("**Nasdaq**"), including DTC eligibility;

F. all reasonable travel expenses of the Company's officers, directors and employees and any other expense of the Company incurred in connection with attending or hosting meetings with prospective purchasers of the Offered Securities;

G. any stock transfer taxes incurred in connection with this Agreement or the Offering;

H. all fees, expenses and disbursements relating to background checks of the Company's officers and directors;

I. all fees, expenses and disbursements relating to the public relations firm referred to in Section 4(n) hereof;

J. all fees, expenses and disbursements relating to "road shows", including without limitation, any travel and lodging expenses;

K. the cost and charges of any transfer agent or registrar for the Offered Securities; and

L. the Representative's accountable out-of-pocket expenses in the aggregate amount of $200,000, including but not limited to the Representative's counsel's fees, ($25,000 of which has been advanced by the Company to the Representative. Any unused portion of the advance will be returned to the Company to the extent not actually incurred.

In the event that this Agreement is terminated pursuant to Section 9 hereof, or subsequent to a Material Adverse Effect (as defined in Section 2(g)), the Company will pay all documented out-of-pocket and unreimbursed expenses of the Representative (including fees and disbursements of Representative's counsel) incurred in connection herewith which shall be limited to expenses which are actually incurred as allowed under FINRA Rule 5110 and in any event, the aggregate amount of such expenses to be paid or reimbursed by the Company directly or indirectly to or on behalf of the Representative shall not exceed $75,000.

(b) Survival and Other Activities. Notwithstanding anything to the contrary contained herein, the Company's obligation to pay fees actually earned and payable and to reimburse expenses actually incurred and reimbursable pursuant to Section 1 hereof and which are permitted to be reimbursed under FINRA Rule 5110(g)(5)(A), will survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to limit the ability of the Underwriters or their Affiliates to pursue, investigate, analyze, invest in, or engage in investment banking, financial advisory or any other business relationship with Persons (as defined below) other than the Company. As used herein (i) "**Persons**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind and (ii) "**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

Section 2. Representations, Warranties and Covenants of the Company. The Company hereby represents, warrants and covenants to the Underwriters, as of the date hereof, and as of the Closing Date, except as set out in the Registration Statement as follows:

(a) Securities Law Filings. The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form F-1 (Registration File No. 333-267169) under the Securities Act and the rules and regulations of the Commission (the "**Rules and Regulations**") promulgated thereunder and under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). At the time of the Effective Date, the Registration Statement and amendments met the requirements of Form F-1 under the Securities Act. The Company will file with the Commission pursuant to Rules 430A and 424(b) under the Securities Act, a final prospectus included in such registration statement relating to the Offering and the underwriting thereof and has advised the Representative of all further information (financial and other) with respect to the Company required to be set forth therein. Such registration statement, including the exhibits thereto, as amended at the date of this Agreement, is hereinafter called the "**Registration Statement**"; such prospectus in the form in which it appears in the Registration Statement as amended at the date of this Agreement is hereinafter called the "**Prospectus**." If the Company has filed or files an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "**Rule 462 Registration Statement**"), then any reference herein to the term Registration Statement shall include such Rule 462 Registration Statement. Any preliminary prospectus included in the Registration Statement or filed with the Commission under the Securities Act is hereinafter called a "**Preliminary Prospectus**." All references in this Agreement to financial statements and schedules and other information that is "contained," "included," "described," "referenced," "set forth" or "stated" in the Registration Statement, any Preliminary Prospectus or the Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information that is or is deemed to be incorporated by reference in the Registration Statement, any Preliminary Prospectus or the Prospectus, as the case may be. The Registration Statement has been declared effective on the date hereof. The Company shall, prior to the Closing Date, file with the Commission a Form 8-A providing for the registration under the Exchange Act of the Ordinary Shares.

(b) Assurances. The Registration Statement (and any further documents to be filed with the Commission) contains all exhibits and schedules as required by the Securities Act. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, at all other subsequent times until the Closing Date, complied in all material respects with the Securities Act and the applicable Rules and Regulations and did not and, as amended or supplemented, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (*provided, however*, that the preceding representations and warranties contained in this sentence shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Representative expressly for use therein, which information shall consist solely of (i) the names of the Underwriters appearing in the Prospectus, (ii) the statement regarding delivery of the Ordinary Shares set forth on the cover page of the Prospectus, (iii) the securities dealer discount referred to in the second paragraph of the section of the Prospectus captioned "Underwriting", (iv) the information set forth in the fourth paragraph of the section of the Prospectus captioned "Underwriting" and (v) the table showing the number of securities to be purchased by each Underwriter (the "**Underwriter Information**"). Each Preliminary Prospectus, as of its date, complies in all material respects with the Securities Act and the applicable Rules and Regulations. The Prospectus, as of its date, complies in all material respects with the Securities Act and the applicable Rules and Regulations. As of its date, each Preliminary Prospectus and the Prospectus did not and will not contain as of the date thereof any untrue statement of a material fact or omit to state a s fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (*provided, however*, that the preceding representations and warranties contained in this sentence shall not apply to any Underwriter Information). All post-effective amendments to the Registration Statement reflecting facts or events arising after the date thereof which represent, individually or in the aggregate, a fundamental change in the information set forth therein have been so filed with the Commission. There are no documents required to be filed with the Commission in connection with the transaction contemplated hereby that (x) have not been filed as required pursuant to the Securities Act or (y) will not be filed within the requisite time period. The Company is eligible to use "free writing prospectuses" in connection with the Offering pursuant to Rules 164 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable Rules and Regulations. Each such free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable Rules and Regulations. The Company has not and will not, without the prior consent of the Representative, prepare, use or refer to, any free writing prospectus. Each such free writing prospectus shall be deemed to be included as part of the Registration Statement for purposes of this Agreement.

(c) Offering Materials. The Company has delivered, or will as promptly as practicable deliver, to the Underwriters complete conformed copies of the Registration Statement and of each consent and certificate of experts, as applicable, filed as a part thereof, and conformed copies of the Registration Statement (without exhibits), any Preliminary Prospectus, any free writing prospectus and the Prospectus, as amended or supplemented, in such quantities and at such places as the Underwriters reasonably request. Neither the Company nor any of its directors and officers has distributed and none of them will distribute, prior to the Closing Date, any offering material in

connection with the offering and sale of the Offered Securities other than the Prospectus, the Registration Statement, and any free writing prospectus authorized in advance by the Representative.

(d) Subsidiaries. All of the direct and indirect subsidiaries of the Company (the "**Subsidiaries**") are described in the Registration Statement to the extent required by the Rules and Regulations. The Company owns, directly or indirectly, all of its capital stock or other equity interests of each Subsidiary free and clear of any liens, charges, security interests, encumbrances, rights of first refusal, preemptive rights or other restrictions (collectively, "**Liens**") except as disclosed in the Registration Statement or the Prospectus, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive or similar rights to subscribe for or purchase securities.

(e) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing (where applicable) under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or material default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of this Agreement, the Underwriters' Warrant or any other agreement or instrument entered into between the Company and the Underwriters ("**Transaction Documents**"), (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement or the Offering (any of (i), (ii) or (iii), a "**Material Adverse Effect**") and to the knowledge of the Company, no action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened ("**Proceeding**") has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(f) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and the Offering and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and each of the other Transaction Documents and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Company's Board of Directors (the "**Board of Directors**") or the Company's shareholders in connection therewith other than in connection with the Required Approvals (as defined below). This Agreement and each other Transaction Document to which it is a party has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(g) No Conflicts. The execution, delivery and performance by the Company of this Agreement, the other Transaction Documents to which it is a party and the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's memorandum and articles of association, certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such conflict, default or violation could not reasonably be expected to result in a Material Adverse Effect.

(h) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of this Agreement, the other Transaction Documents to which it is a party and the transactions contemplated hereby where the failure to obtain any such consent, waiver, authorization or order of, give any notice to, or make any filing or registration would not, singularly or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, other than: (i) the filing with the Commission of the final Prospectus as required by Rule 424 under the Securities Act, (ii) application to the Nasdaq for the listing of the Offered Securities for trading thereon in the time and manner required thereby and (iii) such filings as are required to be made under applicable state securities laws (collectively, the "**Required Approvals**").

(i) Issuance of the Securities. The Offered Securities are duly authorized and, when issued and paid for in accordance with this Agreement, the other Transaction Documents to which it is a party, and the terms of the Offering as described in the Prospectus, will be duly and validly issued, fully paid and non-assessable, and free and clear of all Liens. The Underwriters' Warrant has been duly authorized for issuance, and the Warrant Shares, when issued, paid for and delivered upon due exercise of the Underwriters' Warrant, will be duly authorized and validly issued, fully paid and nonassessable, free and clear of all Liens. The Company has sufficient authorized Ordinary Shares for the issuance of the maximum number of Securities issuable pursuant to the Offering as described in the Prospectus.

(j) Capitalization. The capitalization of the Company is as set forth in the Registration Statement and the Prospectus. The Company has not issued any Ordinary Shares since February, 2022, other than (i) "Item 7. Recent sales of unregistered securities", (ii) pursuant to the Company's equity incentive plans as described in the Registration Statement and the Prospectus (the "**Company Incentive Plans**"), (iii) the issuance of Ordinary Shares to employees, directors or consultants pursuant to the Company Incentive Plans and pursuant to the conversion and/or exercise of any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire Ordinary Shares at any time, including, without limitation, any debt, preferred shares, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Ordinary Shares ("**Ordinary Share Equivalents**") as described in the Registration Statement and the Prospectus, and (iv) Pre-IPO raising as described in the Registration Statement and the Prospectus. No Person has any right of first refusal, preemptive right or right of participation, or any similar right to participate in the transactions contemplated by this Agreement. Except as a result of the purchase and sale of the Offered Securities or as disclosed in the Registration Statement and the Prospectus, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Ordinary Shares or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Ordinary Shares or Ordinary Share Equivalents or capital stock of any Subsidiary. Except as disclosed in the Registration statement or the Prospectus, the issuance and sale of the Offered Securities will not obligate the Company or any Subsidiary to issue Ordinary Shares or other securities to any Person (other than the Underwriters) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. Except as

disclosed in the Registration statement or the Prospectus, there are no securities of the Company or any Subsidiary that have any anti-dilution rights (other than adjustments for stock splits, recapitalizations, and the like) to the exercise or conversion price, have any exchange rights, or reset rights. Except as set forth in the Registration Statement, and the Prospectus, there are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any share appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement relating to rights in Ordinary Shares. All of the outstanding Ordinary Shares are duly authorized, validly issued, fully paid and non-assessable, have been issued in compliance in all material respects with all applicable securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any shareholder, the Board of Directors or others is required for the issuance and sale of the Offered Securities. Except as disclosed in the Registration statement or the Prospectus, there are no shareholders agreements, voting agreements or other similar agreements with respect to the Ordinary Shares or other securities of the Company to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's shareholders.

(k) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the Registration Statement, except as specifically disclosed in the Registration Statement and the Prospectus, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to International Financial Reporting Standards as issued by the International Accounting Standards Board ("**IFRS**"), or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders or purchased, redeemed or made any agreements to purchase or redeem any Ordinary Shares and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans, if any. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Offered Securities contemplated by the Prospectus or as disclosed in the Registration Statement, any Preliminary Prospectus or the Prospectus, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective business, prospects (as such prospects are described in the Prospectus), properties, operations, assets or financial condition that would be required to be disclosed by the Company under the Securities Act, the Exchange Act or the Rules and Regulations as of the date of this Agreement that has not been so disclosed under the Securities Act, the Exchange Act or the Rules and Regulations.

(l) Financial Statements. The financial statements of the Company, together with the related notes and schedules, included in the Registration Statement, any Preliminary Prospectus and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the Rules and Regulations, and fairly present, in all material respects, the financial condition of the Company as of the dates indicated and the results of operations and changes in cash flows for the periods therein specified in conformity with IFRS consistently applied throughout the periods involved. No other financial statements or schedules are required under the Securities Act, the Exchange Act, or the Rules and Regulations to be included in the Registration Statement, any Preliminary Prospectus and the Prospectus. The pro forma financial statements included in the Registration Statement, any Preliminary Prospectus and the Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statements amounts in the pro forma financial statements included in the Registration Statement, any Preliminary Prospectus and the Prospectus. The pro forma financial statements included in the Registration Statement, any Preliminary Prospectus and the Prospectus comply as to form in all material respects with the application requirements of Regulation S-X under the Exchange Act. No other pro forma financial information or schedules are required under the Securities Act, the Exchange Act, or the rules and regulations thereunder to be included in the Registration Statement, any Preliminary Prospectus and the Prospectus.

(m) Litigation. There is no action, suit, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary, any of their respective properties or any of the Company's officers or directors before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of this Agreement or any of the Transaction Documents or the Offering or the Securities or (ii) could, if there were an unfavorable decision, reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has within the last 10 years been the subject of any Action involving an order, judgment, decree, or finding of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company.

(n) Labor Relations. No material labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. No executive officer, to the knowledge of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all applicable laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(o) Compliance. Except as set forth in the Registration Statement, any Preliminary Prospectus or the Prospectus , neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or governmental body or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not reasonably be expected to result in a Material Adverse Effect.

(p) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the Prospectus, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("**Material Permits**"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(q) Regulatory Matters. The tests conducted by or on behalf of or sponsored by the Company or its Subsidiaries that are described or referred to in the Registration Statement, any Preliminary Prospectus and the Prospectus were and, if still pending, are being conducted in accordance in all material respects with all statutes, laws, rules and regulations, as applicable. Neither the Company nor its Subsidiaries has received any notices or other correspondence from any foreign, federal, state or local

governmental or regulatory authority with respect to any ongoing tests requiring the termination or suspension of such tests. Except as would not be reasonably expected to result in a Material Adverse Effect, neither the Company nor any of its Subsidiaries has failed to file with any foreign, federal, state or local governmental or the applicable regulatory authorities any filing, declaration, listing, registration, report or submission that is required to be so filed. All such filings were in material compliance with applicable laws when filed and no deficiencies have been asserted by any applicable regulatory authority with respect to any such filings, declarations, listings, registrations, reports or submissions.

(a) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Liens disclosed in the Registration Statement, any Preliminary Prospectus and the Prospectus, Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance except for any breach that could not reasonably be expected to result in a Material Adverse Effect.

(b) Patents and Trademarks. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with their respective businesses as described in the Registration Statement or the Prospectus and which the failure to so have could have a Material Adverse Effect (collectively, the "**Intellectual Property Rights**"). None of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or be abandoned, within two (2) years from the date of this Agreement, except where such action would not reasonably be expected to have a Material Adverse Effect. Except as disclosed in the Registration Statement or the Prospectus, neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the Registration Statement and the Prospectus, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as would not have or reasonably be expected to not have a Material Adverse Effect. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company has no knowledge that it lacks or will be unable to obtain any rights or licenses to use all Intellectual Property Rights that are necessary to conduct its business.

(c) Transactions With Affiliates and Employees. Except as set forth in the Registration Statement, any Preliminary Prospectus and the Prospectus, none of the officers or directors of the Company and, to the knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of $120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(d) No Undisclosed Contracts. There is no contract or document required by the Securities Act or by the Rules and Regulations to be described in the Registration Statement or in the Prospectus or to be filed as an exhibit to the Registration Statement which is not so described or filed therein as required. All descriptions of any such contracts or documents contained in the Registration Statement, any Preliminary Prospectus and in the Prospectus are accurate and complete descriptions of such documents in all material respects. Other than as described in the Registration Statement and the Prospectus, no such contract has been suspended or terminated for convenience or default by the Company or any Subsidiary party thereto or any of the other parties thereto, and neither the Company nor any of its Subsidiaries has received notice, and the Company has no knowledge, of any such pending or threatened suspension or termination, except for suspensions or terminations that are not reasonably likely to result in a Material Adverse Effect.

(e) No Undisclosed Relationships. No relationship, direct or indirect, exists between or among the Company or any of its Subsidiaries on the one hand, and the directors, officers, shareholders (or analogous interest holders), customers or suppliers of the Company or any of its Subsidiaries on the other hand, which is required to be described in or filed as an exhibit to the Registration Statement or the Prospectus and which is not so described or filed.

(f) Continued Business. No supplier, customer, distributor or sales agent of the Company or any Subsidiary has notified the Company or any Subsidiary that it intends to discontinue or decrease the rate of business done with the Company or any Subsidiary, except where such discontinuation or decrease has not resulted in and could not reasonably be expected to result in a Material Adverse Effect.

(g) Sarbanes-Oxley; Accounting and Disclosure Controls. Except as disclosed in the Registration Statement and in the Prospectus, the Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective and applicable to the Company as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company and the Subsidiaries have established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and the Subsidiaries and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms.

(h) Certain Fees, FINRA Affiliation. Except as set forth herein and in the Registration Statement and the Prospectus, no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by the Transaction Documents. Except as set forth in the Registration Statement, and the Prospectus, to the Company's knowledge, there are no other arrangements, agreements or understandings of the Company or, to the Company's knowledge, any of its stockholders that may affect the Underwriters' compensation, as determined by FINRA. Except as already disclosed to the Representative, Company has not made any direct or indirect payments (in cash, securities or otherwise) to (i) any person, as a finder's fee, investing fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who provided capital to the Company, (ii) any FINRA member, or (iii) any person or entity that has any direct or indirect affiliation or association with any FINRA member within the 12-month period prior to the date on which the Registration Statement was filed with the Commission (the "**Filing Date**") or thereafter. To the Company's knowledge, no (i) officer or director of the Company or its subsidiaries, (ii) owner of 10% or more of the Company's unregistered securities or that of its subsidiaries or (iii) owner of any amount of the Company's unregistered securities acquired within the 180-day period prior to the Filing Date, has any direct or indirect affiliation or association with any FINRA member. The Company will advise the Representative if it becomes aware that any officer, director or stockholder of the Company or its Subsidiaries is or becomes an affiliate or associated person of a FINRA member participating in the Offering.

(i) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Offered Securities, will not be or be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(j) Registration Rights. No Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

(k) Solvency. Based on the consolidated financial condition of the Company as of the Closing Date, after giving effect to the receipt by the Company of the proceeds from the sale of the Offered Securities hereunder, the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, are sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). Except as set forth in the Registration Statement and the Prospectus, the Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the Closing Date. The Registration Statement and the Prospectus sets forth as of the date provided therein under the "Capitalization" section all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "**Indebtedness**" means (x) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with IFRS. Except as set forth in the Registration Statement and the Prospectus, neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(l) Tax Status. Except for matters that would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, the Company and each Subsidiary (i) has made or filed all income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(m) Auditors. UHY Haines Norton (the "**Auditor**") is the Company's independent registered public accounting firm. To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) has expressed its opinion with respect to the financial statements of the Company and its subsidiaries for the periods filed with the Registration Statement or the Prospectus.

(n) Office of Foreign Assets Control. Neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any director or officer of the Company or any Subsidiary, or any employee, representative, agent or affiliate of the Company or any of its Subsidiaries or any other person acting on behalf of the Company or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), and the Company will not directly or indirectly use the proceeds of the offering of the Securities contemplated hereby, or lend, contribute or otherwise make available such proceeds to any person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(o) Insurance. The Company and each of its Subsidiaries carries, or is covered by, insurance in such amounts and covering such risks as, in the Company's reasonable belief, is adequate for the conduct of its business and the value of its properties.

(p) Company Not Ineligible Issuer. (i) At the time of filing the Registration Statement relating to the Offered Securities and (ii) as of the date of the execution and delivery of this Agreement (with such date being used as the determination date for purposes of this clause (ii)), the Company met all the requirements set forth in General Instruction I of Form F-1.

(q) Emerging Growth Company. From the time of the initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any person authorized to act on its behalf in any Testing-the-Waters Communications) through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Securities Act (an "**Emerging Growth Company**"). "**Testing-the-Waters Communication**" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Securities Act.

(r) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in either the Registration Statement, any Preliminary Prospectus or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(s) Statistical or Market-Related Data. Any statistical, industry-related and market-related data included or incorporated by reference in the Registration Statement, any Preliminary Prospectus or the Prospectus, are based on or derived from sources that the Company reasonably and in good faith believes to be reliable and accurate, and such data agree with the sources from which they are derived.

(t) Listing and Maintenance Requirements. The Securities are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Securities under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements. The Offered Securities are currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer. The issuance and sale of the Securities hereunder does not contravene the rules and regulations of Nasdaq.

(u) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(v) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Offered Securities, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Offered Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Underwriters in connection with the Offering.

(w) Testing the Waters Communications. The Company (a) has not alone engaged in any Testing-the-Waters Communication other than Testing-the-Waters

Communications with the consent of the Representative with entities that are qualified institutional buyers within the meaning of Rule 144A under the Securities Act or institutions that are accredited investors within the meaning of Rule 501 under the Securities Act and (b) has not authorized anyone other than the Underwriters to engage in Testing-the-Waters Communications. The Company reconfirms that the Underwriters have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Company has not distributed any Written Testing-the-Waters Communications.

(x) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "**Money Laundering Laws**"), and no Action or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

(y) Certificates. Any certificate signed by an officer of the Company and delivered to the Underwriters or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Company to the Underwriters as to the matters set forth therein.

(z) Reliance. The Company acknowledges that the Underwriters will rely upon the accuracy and truthfulness of the foregoing representations and warranties and hereby consents to such reliance.

Section 3. Delivery and Payment.

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell the Firm Shares to the Underwriters, and the Underwriters agree to purchase the Firm Shares. The purchase price for each Firm Share shall be $[ ] per share (the "**Per Share Price**").

(b) The Company hereby grants to the Representative the option to purchase some or all of the Option Shares, and, upon the basis of the warranties and representations and subject to the terms and conditions herein set forth, the Underwriters shall have the right to purchase all or any portion of the Option Shares at the Per Share Price as may be necessary to cover over-allotments made in connection with the transactions contemplated hereby. This option may be exercised by the Representative at any time (but not more than once) on or before the forty-fifth (45^{th}) day following the date of the Prospectus, by written notice to the Company (the "**Option Notice**"). The Option Notice shall set forth the aggregate number of Option Shares as to which the option is being exercised, and the date and time when the Option Shares are to be delivered (such date and time being herein referred to as the "**Option Closing Date**"); *provided, however*, that the Option Closing Date shall not be earlier than the initial Closing Date (as defined below) nor earlier than the first business day after the date on which the option shall have been exercised nor later than the fifth business day after the date on which the option shall have been exercised unless the Company and the Representative otherwise agree. Payment of the purchase price for and delivery of the Option Shares shall be made at the Option Closing Date in the same manner and at the same office as the payment for the Firm Shares as set forth in subparagraph (c) below.

(c) The Firm Shares will be delivered by the Company to the Representative against payment of the purchase price therefor by wire transfer of same day funds payable to the order of the Company's offices, or such other location as may be mutually acceptable, at a mutually agreeable time, on the second (or if the Firm Shares are priced, as contemplated by Rule 15c6-1(c) under the Exchange Act, after 4:30 p.m. Eastern Time, the third) full business day following the date hereof, or at such other time and date as the Representative and the Company determine pursuant to Rule 15c6-1(a) under the Exchange Act, or, in the case of the Option Shares, at such date and time set forth in the Option Notice. The time and date of delivery of the Firm Shares or the Option Shares, as applicable, is referred to herein as the "**Closing Date**." If the Representative so elects, delivery of the Firm Shares and Option Shares may be made by credit through full fast transfer to the account at The Depository Trust Company designated by the Representative.

Section 4. Covenants and Agreements of the Company. The Company further covenants and agrees with the Underwriters as follows:

(a) Registration Statement Matters. The Registration Statement and any amendments thereto have been declared effective, and if Rule 430A is used or the filing of the Prospectus is otherwise required under Rule 424(b), the Company will file the Prospectus (properly completed if Rule 430A has been used) pursuant to Rule 424(b) within the prescribed time period and will provide evidence satisfactory to the Representative of such timely filing. The Company will advise the Representative promptly after they receive notice thereof of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement or amendment to the Prospectus has been filed and will furnish the Representative with copies thereof. The Company will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the Offering. The Company will advise the Representative promptly after it receives notice thereof (i) of any request by the Commission to amend the Registration Statement or to amend or supplement the Prospectus or for additional information, and (ii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or any order preventing or suspending the use of the Prospectus or any amendment or supplement thereto or any post-effective amendment to the Registration Statement, of the suspension of the qualification of the Offered Securities for offering or sale in any jurisdiction, of the institution or threatened institution of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement, any Preliminary Prospectus or the Prospectus or for additional information. The Company shall use its commercially reasonable efforts to prevent the issuance of any such stop order or prevention or suspension of such use. If the Commission shall enter any such stop order or order or notice of prevention or suspension at any time, the Company will use its commercially reasonable efforts to obtain the lifting of such order at the earliest possible moment, or will file a new registration statement and use commercially reasonable efforts to have such new registration statement declared effective as soon as practicable. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b), 430A, 430B and 430C, as applicable, under the Securities Act, including with respect to the timely filing of documents thereunder, and will use commercially reasonable efforts to confirm that any filings made by the Company under such Rule 424(b) are received in a timely manner by the Commission.

(b) Blue Sky Compliance. The Company will cooperate with the Representative in endeavoring to qualify the Offered Securities for sale under the securities laws of such jurisdictions (United States and foreign) as the Representative may reasonably request and will make such applications, file such documents, and furnish such information as may be reasonably required for that purpose; *provided* the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction where it is not now so qualified or required to file such a consent; and *provided further* that the Company shall not be required to produce any new disclosure document other than the Prospectus. The Company will, from time to time, prepare and file such statements, reports and other documents as are or may be required to continue such qualifications in effect for so long a period as the Representative may reasonably request for distribution of the Offered Securities. The Company will advise the Representative promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Offered Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its commercially reasonable efforts to obtain the withdrawal thereof at the earliest possible moment.

(c) Amendments and Supplements to the Prospectus and Other Matters. The Company will comply with the Securities Act and the Exchange Act, and the

rules and regulations of the Commission thereunder, so as to permit the completion of the distribution of the Offered Securities as contemplated in this Agreement and the Prospectus. If during the period in which a prospectus is required by law to be delivered in connection with the distribution of Offered Securities contemplated by the Prospectus (the "**Prospectus Delivery Period**"), any event shall occur as a result of which, in the judgment of the Company or in the opinion of the Representative or counsel for the Underwriters, it becomes necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances under which they were made, as the case may be, not misleading, or if it is necessary at any time to amend or supplement the Prospectus to comply with any law, the Company will promptly prepare and file with the Commission, and furnish at its own expense to the Underwriters and to any dealers, an appropriate amendment to the Registration Statement or supplement to the Registration Statement, any Preliminary Prospectus or the Prospectus that is necessary in order to make the statements in the Prospectus as so amended or supplemented, in the light of the circumstances under which they were made, as the case may be, not misleading, or so that the Registration Statement, any Preliminary Prospectus or the Prospectus, as so amended or supplemented, will comply with law. Before amending the Registration Statement or supplementing the Prospectus in connection with the Offering, the Company will furnish the Representative with a copy of such proposed amendment or supplement and will not file any such amendment or supplement to which the Representative reasonably objects; the Representative and its counsel shall have a reasonable amount of time to review and return any comments to the Company.

(d) Copies of any Amendments and Supplements to the Prospectus. The Company will furnish the Underwriter, without charge, during the period beginning on the date hereof and ending on the final Closing Date of the Offering, as many copies of the Prospectus and any amendments and supplements thereto as the Representative may reasonably request.

(e) Free Writing Prospectus. The Company covenants that it has not and will not, unless it has obtained or will obtain the prior consent of the Representative, make any offer relating to the Offered Securities that would constitute a "free writing prospectus" (as defined in Rule 405 of the Securities Act) required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Securities Act. In the event that the Representative expressly consents in writing to any such free writing prospectus (a "**Permitted Free Writing Prospectus**"), the Company covenants that it shall (i) treat each Permitted Free Writing Prospectus as a Company Free Writing Prospectus, and (ii) comply with the requirements of Rule 164 and 433 of the Securities Act applicable to such Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(f) Registration. The Company shall use commercially reasonable efforts to maintain the effectiveness of the Registration Statement and a current Prospectus relating thereto for as long as the Securities remain outstanding. During any period when the Company fails to have maintained an effective Registration Statement or a current Prospectus relating thereto and a holder of a Underwriters' Warrant desires to exercise such warrants and, in the opinion of counsel to the holder, Rule 144 is not available as an exemption from registration for the resale of the Warrant Shares, the Company shall promptly file a registration statement registering the resale of the Warrant Shares and use commercially reasonable efforts to have it declared effective by the Commission within ninety (90) days.

(g) Transfer Agent. The Company will maintain, at its expense, Colonial Stock Transfer, or another mutually acceptable entity, as the transfer agent and registrar for the Company's Ordinary Shares for a period of three (3) years after the initial Closing Date.

(h) Earnings Statement. As soon as practicable and in accordance with applicable requirements under the Securities Act, but in any event not later than 18 months after the last Closing Date, the Company will make generally available to its security holders and to the Representative an earnings statement, covering a period of at least 12 consecutive months beginning after the last Closing Date, that satisfies the provisions of Section 11(a) and Rule 158 under the Securities Act.

(i) Periodic Reporting Obligations. During the Prospectus Delivery Period, the Company will duly file, on a timely basis, with the Commission all reports and documents required to be filed under the Exchange Act within the time periods and in the manner required by the Exchange Act.

(j) No Manipulation of Price. The Company has not taken and will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company.

(k) Company Lock-Up. The Company will not, without the prior written consent of the Representative, from the date of execution of this Agreement and continuing for a period of 6 months from the initial Closing Date (the "**Lock-Up Period**"): (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly (including the issuance of Ordinary Shares upon the exercise of currently outstanding options), or file with the Commission a registration statement under the Securities Act relating to, Ordinary Shares or Ordinary Share Equivalents, or modify the terms of any existing securities, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or any Ordinary Share Equivalents, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or any Ordinary Share Equivalents, in cash or otherwise, except to the Underwriters pursuant to this Agreement. The Company agrees not to accelerate the vesting of any option or warrant or the lapse of any repurchase right prior to the expiration of the Lock-Up Period.

(l) Listing. The Company shall use its commercially reasonable efforts to maintain the listing of the Ordinary Shares and the Ordinary Shares underlying the Underwriters' Warrant on the Exchange for at least three (3) years from the date of this Agreement.

(m) Accountants. As of the date of this Agreement, the Company has retained an independent registered public accounting firm reasonably acceptable to the Representative, and the Company shall continue to retain a nationally recognized independent registered public accounting firm for a period of at least three (3) years after the date of this Agreement. The Representative acknowledges that the Auditor is acceptable to the Representative.

(n) Public Relations Firm. The Company has engaged a financial public relations firm reasonably acceptable to the Representative, which firm shall be experienced in assisting issuers in public offerings of securities and in their relations with their security holders, and shall continue to retain a mutually acceptable firm for a period of two years after the Closing Date.

(o) Corporation Records Service. The Company has registered with the Corporation Records Service (including annual report information) published by Standard & Poor's Corporation and will maintain such registration for a period of three (3) years from the Closing Date.

(p) "Key Man" Life Insurance. The Company shall have procured and shall maintain "key man" life insurance (in amounts agreed to by the Representative and with the Company as the sole beneficiary thereof) with an insurer rated at least AA or better in the most recent edition of "Best's Life Reports" on the lives of to be determined executive officer or officers of the Company.

(q) Acknowledgment. The Company acknowledges that any advice given by any of the Underwriters to the Company is solely for the benefit and use of the Board of Directors of the Company and may not be used, reproduced, disseminated, quoted or referred to, without such Underwriter's prior written consent.

Section 5. Conditions of the Obligations of the Underwriters The obligations of the Underwriters hereunder shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 2 hereof, in each case as of the date hereof and as of the Closing Date as though then made, to the timely performance by each of the Company of its covenants and other obligations hereunder on and as of such dates, and to each of the following additional conditions:

(a) Auditors' Comfort Letter. On the date hereof, the Representative shall have received, and the Company shall have caused to be delivered to the Representative, a letter from the Auditor addressed to the Representative, dated as of the date hereof, in form and substance satisfactory to the Representative. The letter shall not disclose any change in the condition (financial or other), earnings, operations, business or prospects of the Company from that set forth in the Prospectus, which, in the

Representative's sole judgment, is material and adverse and that makes it, in the Representative's sole judgment, impracticable or inadvisable to proceed with the Offering of the Offered Securities as contemplated by the Prospectus.

(b) Bring-down Comfort Letter. On the Closing Date, the Representative shall have received from the Auditor a letter dated as of such Closing Date, in form and substance satisfactory to the Representative, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (a) of this Section 5, except that the specified date referred to therein for the carrying out of procedures shall be no more than three business days prior to such Closing Date.

(c) Compliance with Registration Requirements; No Stop Order; No Objection from FINRA. The Registration Statement shall have become effective and all necessary regulatory and listing approvals shall have been received not later than 5:30 P.M., New York City time, on the date of this Agreement, or at such later time and date as shall have been consented to in writing by the Representative. The Prospectus (in accordance with Rule 424(b)) and any Permitted Free Writing Prospectus shall have been duly filed with the Commission in a timely fashion in accordance with the terms thereof. At or prior to the Closing Date and the actual time of the Closing, no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no order preventing or suspending the use of the Prospectus shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no order having the effect of ceasing or suspending the distribution of the Offered Securities or any other securities of the Company shall have been issued by any securities commission, securities regulatory authority or stock exchange and no proceedings for that purpose shall have been instituted or shall be pending or, to the knowledge of the Company, contemplated by any securities commission, securities regulatory authority or stock exchange; all requests for additional information on the part of the Commission shall have been complied with; and the FINRA shall have raised no objections to the fairness and reasonableness of the placement terms and arrangements.

(d) Corporate Proceedings. All corporate proceedings and other legal matters in connection with this Agreement, the Registration Statement and the Prospectus, and the registration, sale and delivery of the Offered Securities, shall have been completed or resolved in a manner reasonably satisfactory to the Underwriters' counsel.

(e) No Material Adverse Effect. Subsequent to the execution and delivery of this Agreement and prior to the Closing Date, in the Underwriter's sole judgment after consultation with the Company, there shall not have occurred any Material Adverse Effect.

(f) Opinion of Counsel for the Company. The Representative shall have received on the Closing Date the favorable opinion and negative assurances statement of Ellenoff Grossman & Schole LLP, counsel to the Company, dated as of such Closing Date, including, without limitation, a customary negative assurance letter, addressed to the Representative in customary form reasonably satisfactory to the Representative. The Underwriters and Ellenoff Grossman & Schole LLP, shall be entitled to rely on the opinion of each of the Company's Australian counsel filed as Exhibit 5.1 to the Registration Statement, as to the due incorporation, validity of the Securities and due authorization, execution and delivery of the Agreement.

(g) Opinion of Australian Counsel for the Company. The Representative shall have received on the Closing Date the favorable opinion of Vistra Aus Corporate Services Pty Ltd t/a Vistra Australia Legal Services, Australian counsel to the Company, dated as of such Closing Date, including, without limitation, a customary negative assurance letter, addressed to the Representative in customary form reasonably satisfactory to the Representative.

(h) [*intentionally omitted*].

(i) Officers' Certificate. The Representative shall have received on the Closing Date a certificate of the Company, dated as of such Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, to the effect that, and the Representative shall be satisfied that, the signers of such certificate have reviewed the Registration Statement and the Prospectus, and this Agreement and to the further effect that:

(i) The representations and warranties of the Company in this Agreement are true and correct, as if made on and as of such Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to such Closing Date;

(ii) No stop order suspending the effectiveness of the Registration Statement or the use of the Prospectus has been issued and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, threatened under the Securities Act; no order having the effect of ceasing or suspending the distribution of the Offered Securities or any other securities of the Company has been issued by any securities commission, securities regulatory authority or stock exchange in the United States and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, contemplated by any securities commission, securities regulatory authority or stock exchange in the United States;

(iii) Subsequent to the respective dates as of which information is given in the Registration Statement and the Prospectus, there has not been: (a) any Material Adverse Effect; (b) any transaction that is material to the Company and the Subsidiaries taken as a whole, except transactions entered into in the ordinary course of business; (c) any obligation, direct or contingent, that is material to the Company and the Subsidiaries taken as a whole, incurred by the Company or any Subsidiary, except obligations incurred in the ordinary course of business; (d) any material change in the capital stock (except changes thereto resulting from the exercise of outstanding options or warrants or conversion of outstanding indebtedness into Ordinary Shares) or outstanding indebtedness of the Company or any Subsidiary (except for the conversion of such indebtedness into Ordinary Shares); (e) any dividend or distribution of any kind declared, paid or made on Ordinary Shares; or (f) any loss or damage (whether or not insured) to the property of the Company or any Subsidiary which has been sustained or will have been sustained which has a Material Adverse Effect.

(j) Secretary's Certificate. As of the Closing Date the Representative shall have received a certificate of the Company signed by the Secretary of the Company, dated the Closing Date, certifying: (i) that each of the Company's constitution and bylaws attached to such certificate is true and complete, has not been modified and is in full force and effect; (ii) that each of the Subsidiaries constitution and bylaws or charter documents attached to such certificate is true and complete, has not been modified and is in full force and effect; (iii) that the resolutions of the Company's Board of Directors relating to the Offering attached to such certificate are in full force and effect and have not been modified; and (iv) the good standing of the Company and each of the Subsidiaries, but only to the extent good standing is a concept applicable in the jurisdiction of formation of a Subsidiary. The documents referred to in such certificate shall be attached to such certificate.

(i) Additional Documents. On or before the Closing Date, the Representative and counsel for the Underwriters shall have received such customary information and documents as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Offered Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained. If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representative by notice to the Company at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 6 (Payment of Expenses), Section 7 (Indemnification and Contribution) and Section 8 (Representations and Indemnities to Survive Delivery) shall at all times be effective and shall survive such termination.

(j) Subsequent to the execution and delivery of this Agreement or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Prospectus (exclusive of any supplement thereto), there shall not have been any change in the capital stock or long-term debt of the Company (other than as described in the Registration Statement, any Preliminary Prospectus or the Prospectus) or any change or development involving a change, whether or not arising from transactions in the ordinary course of business, in the business, condition (financial or otherwise), results of operations, shareholders' equity, properties or prospects of the Company, taken as a whole, including but not limited to the occurrence of any fire, flood, storm, explosion, accident, act of war or terrorism or other calamity, the effect of which, in any such case described above, is, in the sole judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with the sale of Offered Securities or Offering as contemplated hereby.

(k) Subsequent to the execution and delivery of this Agreement and up to a Closing Date, there shall not have occurred any of the following: (i) trading in securities generally on the Nasdaq or any of the New York Stock Exchange, the NYSE American, or any tier of the markets operated by OTC Markets Group, Inc. shall not have commenced, (ii) a banking moratorium shall have been declared by federal or state authorities or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States, (iii) the United States shall have become engaged in hostilities in which it is not currently engaged, the subject of an act of terrorism, there shall have been an escalation in hostilities involving the United States, or there shall have been a declaration of a national emergency or war by the United States, or (iv) there shall have occurred any other calamity or crisis or any actual or prospective change in general economic, political or financial conditions in the United States or elsewhere, if the effect of any such event in clause (ii) or (iv) makes it, in the sole judgment of the Representative, impracticable or inadvisable to proceed with the sale or delivery of the Offered Securities on the terms and in the manner contemplated by the Prospectus.

(l) Schedule A hereto contains a complete and accurate list of the Company's officers, directors and holders of four percent (4.0%) or more of the outstanding Ordinary Shares as of the Effective Date and all holders of securities exercisable for or convertible into Ordinary Shares) (each, a "**Lock-Up Party**", and collectively, the "**Lock-Up Parties**"). The Company has caused each of the Lock-Up Parties to deliver to the Representative an executed Lock-Up Agreement, in the form attached hereto as Schedule B) (the "**Lock-Up Agreement**"), prior to the execution of this Agreement. The Company will enforce the terms of each Lock-Up Agreement and issue stop-transfer instructions to its transfer agent and registrar for the Ordinary Shares with respect to any transaction or contemplated transaction that would constitute a breach of or default under the applicable Lock-Up Agreement. If the Representative, in its sole discretion, agrees to release or waive the restrictions of any Lock-Up Agreement between an officer or director of the Company and the Representative and provides the Company with notice of the impending release or waiver at least three Business Days before the effective date of such release or waiver, the Company agrees to announce the impending release or waiver by means of a press release substantially in the form of Exhibit B hereto, issued through a major news service, at least two Business Days before the effective date of the release or waiver.

(m) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Offered Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Offered Securities or materially and adversely affect or potentially materially and adversely affect the business or operations of the Company.

If any of the conditions specified in this Section 5 shall not have been fulfilled when and as required by this Agreement, or if any of the certificates, opinions, written statements or letters furnished to the Representative or to Underwriters' counsel pursuant to this Section 5 shall not be reasonably satisfactory in form and substance to the Representative and to Underwriters' counsel, all obligations of the Underwriters hereunder may be cancelled by the Representative at, or at any time prior to, the consummation of the Offering. Notice of such cancellation shall be given to the Company in writing.

Section 6. Payment of Company Expenses. The Company agrees to pay all costs, fees and expenses incurred by the Company in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation: (i) all expenses incident to the issuance, delivery and qualification of the Offered Securities (including all printing and engraving costs); (ii) all fees and expenses of the registrar and transfer agent of the Offered Securities; (iii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Offered Securities; (iv) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors; (v) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), the Prospectus, and all amendments and supplements thereto, and this Agreement; (vi) all filing fees, reasonable attorneys' fees and expenses incurred by the Company or the Underwriters in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Offered Securities for offer and sale under the state securities or blue sky laws or the securities laws of any other country, and, if reasonably requested by the Representative, preparing and printing a "Blue Sky Survey," an "International Blue Sky Survey" or other memorandum, and any supplements thereto, advising any of the Representative of such qualifications, registrations and exemptions; (vii) if applicable, the filing fees incident to the review and approval by the FINRA of the Underwriters' participation in the offering and distribution of the Offered Securities; (viii) the fees and expenses associated with including the Offered Securities on the Nasdaq; (ix) all fees, expenses and disbursements relating to background checks of the Company's officers and directors; (x) the costs and expenses of the public relations firm referred to in Section 1 hereof; and (ix) all costs and expenses incident to the travel and accommodation of the Company's employees on the "roadshow," as described in Section 1(a)(iv) of this Agreement.

Section 7. Indemnification and Contribution.

(a) The Company agrees to indemnify, defend and hold harmless the Underwriters, their respective affiliates, directors and officers and employees, and each person, if any, who controls the Underwriters within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each an " **Underwriter Indemnified Party**"), from and against any losses, claims, damages or liabilities (including in settlement of any litigation if such settlement is effected with the prior written consent of the Company) arising out of (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, including the information deemed to be a part of the Registration Statement at the time of effectiveness and at any subsequent time pursuant to Rules 430A and 430B of the Securities Act Regulations, or arise out of or are based upon the omission from the Registration Statement, or alleged omission to state therein, a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) an untrue statement or alleged untrue statement of a material fact contained in the Prospectus, or any amendment or supplement thereto, or in any other materials used in connection with the Offering, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse such Underwriter Indemnified Party for any legal or other expenses reasonably incurred by it in connection with evaluating, investigating or defending against such loss, claim, damage, liability or action; *provided, however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Prospectus, or any amendment or supplement thereto, or, in reliance upon and in conformity with the Underwriter Information. The indemnification obligations under this Section 7(a) are not exclusive and will be in addition to any liability which the Company might otherwise have and shall not limit any rights or remedies which may otherwise be available at law or in equity to each Underwriter Indemnified Party.

(b) The Underwriters will indemnify, defend and hold harmless the Company, its affiliates, directors, officers and employees, and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each a "**Company Indemnified Party**"), from and against any

losses, claims, damages or liabilities to which such Company Indemnified Party may become subject, under the Securities Act or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Representative), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with the Underwriter Information, and will reimburse such Company Indemnified Party for any legal or other expenses reasonably incurred by it in connection with defending against any such loss, claim, damage, liability or action. The indemnification obligations under this Section 7(b) are not exclusive and will be in addition to any liability which the Underwriters might otherwise have and shall not limit any rights or remedies which may otherwise be available at law or in equity to each Company Indemnified Party.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof, but the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to any indemnified party except to the extent such indemnifying party has been materially prejudiced by such failure. In case any such action shall be brought against any indemnified party, and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of the indemnifying party's election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof; provided, however, that if (i) the indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (ii) a conflict or potential conflict exists (based on advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party), or (iii) the indemnifying party has not in fact employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, the indemnified party shall have the right to employ a single counsel to represent it in any claim in respect of which indemnity may be sought under subsection (a) or (b) of this Section 7, in which event the reasonable fees and expenses of such separate counsel shall be borne by the indemnifying party or parties and reimbursed to the indemnified party as incurred.

(d) The indemnifying party under this Section 7 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is a party or could be named and indemnity was or would be sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability for claims that are the subject matter of such action, suit or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party. Notwithstanding the foregoing, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel pursuant to Section 7(c), such indemnifying party agrees that it shall be liable for any settlement effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then the indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering and sale of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand shall be deemed to be in the same proportion as the total net proceeds from the Offering (before deducting expenses) received by the Company bear to the total cash fees received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relevant intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (e) were to be determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the first sentence of this subsection (e). The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim that is the subject of this subsection (e). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) For purposes of this Agreement, the Representative confirms, and the Company acknowledges, that there is no information concerning the Underwriters furnished in writing to the Company by the Underwriters specifically for preparation of or inclusion in the Registration Statement, any Preliminary Prospectus or the Prospectus other than the Underwriter Information.

Section 8. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of the Company or any person controlling the Company, of its officers, and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Underwriters, the Company, or any of its or their respective affiliates, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Offered Securities sold hereunder and any termination of this Agreement. A successor to the Underwriters, or to the Company, its directors or officers or any person controlling the Company, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Agreement.

Section 9. Termination.

(a) This Agreement shall become effective upon the mutual execution of this Agreement by the Company and the Representative. The Representative shall have the right to terminate this Agreement by giving written notice to the Company at any time prior to the Closing Date if: (i) any domestic or international event or act or occurrence has materially disrupted, or in the reasonable opinion of the Representative will in the immediate future materially disrupt, the market for the Company's securities or securities in general; or (ii) trading on Nasdaq has been rejected by Nasdaq or made subject to material limitations, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices for securities have been required, on the Nasdaq or by order of the Commission, FINRA or any other governmental authority having jurisdiction; or (iii) a banking moratorium has been declared by any state or federal authority or any material disruption in commercial banking or securities settlement or

clearance services has occurred; or (iv) (A) there has occurred any outbreak or escalation of hostilities or acts of terrorism involving the United States or Australia or there is a declaration of a national emergency or war by the United States or Australia, or (B) there has been any other calamity or crisis or any change in political, financial or economic conditions, if the effect of any such event in (A) or (B), in the reasonable judgment of the Representative, is so material and adverse that such event makes it impracticable or inadvisable to proceed with the Offering, sale and delivery of the Securities on the terms and in the manner contemplated by the Prospectus.

(b) Any notice of termination pursuant to this Section 9 shall be in writing.

(c) If this Agreement shall be terminated pursuant to any of the provisions hereof, or if the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth herein is not satisfied or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof, the Company will, subject to demand by the Representative, reimburse the Underwriters for only the reasonable fees and expenses of their counsel actually incurred by the Underwriters in connection herewith as allowed under FINRA Rule 5110, less any amounts previously paid by the Company, subject to the cap on expenses set forth in Section 1(a)(iv) hereof. To the extent that the Underwriters' out-of-pocket expenses are less than the sums already advanced by the Company to the Underwriter ("**Advances**"), the Underwriters will return to the Company that portion of the Advances not offset by actual expenses.

(d) The Representative shall have the right to terminate this Agreement at any time prior to any Closing Date, if, prior to the Closing Date, the Ordinary Shares has not been approved for listing on the Nasdaq or any of the New York Stock Exchange (the "Exchange"), the Company has taken any action designed to, or likely to have the effect of, delisting the Ordinary Shares from the Exchange, or the Company has received any notification that the Exchange is contemplating terminating such listing.

Section 10. Right of First Refusal**.** The Company hereby grants the Representative a right of first refusal ("**Right of First Refusal**") for twelve (12) months from the date of consummation of the Offering or the termination or expiration of the Company's engagement of the Representative, to act as sole managing underwriter and dealer manager, book runner or sole placement agent for any and all future public or private equity, equity-linked or debt (excluding commercial bank debt) offerings during such twelve (12) month period (collectively, "**Future Services**"); *provided, however,* that the Representative shall not be entitled to have such Right of First Refusal if no Offering is consummated. The Company shall notify the Representative in writing of its intention to pursue an activity that would enable the Representative to exercise its Right of First Refusal to provide Future Services. In the event the Company notifies the Representative of its intention to pursue an activity that would enable the Representative to exercise its Right of First Refusal to provide Future Services, the Representative shall notify the Company of its election to provide such Future Services, including notification of the compensation and other terms to which the Representative claims to be entitled, within thirty (30) days of written notice by the Company. In the event the Company engages the Representative to provide such Future Services, the Representative will be compensated consistent with Section 5 of that certain engagement letter between the Company and the Representative, dated April 25, 2023 (the "**Engagement Letter**"), unless mutually agreed otherwise by the Company and the Representative.

Section 11. Tail Fee. The Representative shall be compensated consistent with Section 5 of the Engagement Letter of the gross proceeds received by the Company from the sale of any equity, debt and/or equity derivative instruments to any investors contacted by Representative to the Company during the period from April 25, 2023 to the Closing (the "**Engagement Period**"), in connection with any public or private financing or capital raise (each a "Tail Financing"), and such Tail Financing is consummated within the twelve (12) month period following the expiration or termination of the Engagement Period (the "**Tail Period**"), provided that such Tail Financing is by a party actually introduced to the Company in an offering in which the Company has direct knowledge of such party's participation. Notwithstanding anything herein to the contrary, the right to receive Tail Financing shall be subject to FINRA Rule 5110(g), and the Company shall have a right of termination for cause in connection with this Agreement, which includes that the Company may terminate the Representative's engagement upon Representative's material failure to provide the underwriting services described herein. The Company's exercise of the right of termination for cause will eliminate any obligations with respect to the payment of any termination fee or provision of any tail financing fee, including the Tail Financing set forth above.

Section 12. Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered, delivered by reputable overnight courier (i.e., Federal Express) or delivered by facsimile or e-mail transmission to the parties hereto as follows:

If to the Representative, then to:

R.F. Lafferty & Co. Inc.
40 Wall Street, 19th Floor
New York, NY 10005
Attn: Richard H. Kreger
Email: RKreger@rflafferty.com

With a copy (which shall not constitute notice) to:

Sichenzia Ross Ference LLP
1185 Avenue of the Americas, 31st Floor
New York, NY 10036
Attn: Darrin M. Ocasio, Esq.
Email: DMOcasio@SRF.LAW

If to the Company:

Gelteq Limited
Level 4
100 Albert Road
South Melbourne VIC, 3025
Australia
Attention: Simon Szewach, Executive Chairman

With copies (which shall not constitute notice) to:

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, NY 10105
Attn: Richard I. Anslow, Esq.
Email: ranslow@egsllp.com

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the employees, officers and directors and controlling persons referred to in Section 7 hereof, and to their respective successors, and personal assigns, and no other person will have any right or obligation hereunder.

Section 14. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 15. Governing Law; Venue; Agent for Service; Waiver of Jury Trial . This Agreement shall be deemed to have been made and delivered in New York and both this Agreement and the transactions contemplated hereby shall be governed as to validity, interpretation, construction, effect and in all other respects by the internal laws of the State of New York, without regard to the conflict of laws principles thereof. Each of the Underwriters and the Company: (i) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement and/or the transactions contemplated hereby shall be instituted exclusively in courts located in New York, New York, or in the United States District Court for the Southern District of New York, (ii) waives any objection which it may now or hereafter have to the venue of any such suit, action or proceeding, and (iii) irrevocably consents to the jurisdiction of the courts located in County of New York, New York, or in the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the Underwriters and the Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the courts located in County of New York New York, or in United States District Court for the Southern District of New York and agrees that service of process upon the Company mailed by certified mail to the Company's address shall be deemed in every respect effective service of process upon the Company, in any such suit, action or proceeding, and service of process upon an Underwriter mailed by certified mail to such Underwriter's address shall be deemed in every respect effective service process upon such Underwriter, in any such suit, action or proceeding. The Company hereby appoints Puglisi & Associates, as its authorized agent (the "**Authorized Agent**") upon whom process may be served in any suit, action or proceeding arising out of or based upon the Transaction Documents or the transactions contemplated herein which may be instituted in any court referred to above. The Company hereby represents and warrants that the Authorized Agent (i) is validly existing and can lawfully accept such services of process and (ii) has accepted such appointment and has agreed to act as said agent for service of process, and the Company agrees to take any and all action, including the filing of any and all documents that may be necessary to continue such appointment in full force and effect as aforesaid. The Company hereby authorizes and directs the Authorized Agent to accept such service. Service of process upon the Authorized Agent shall be deemed, in every respect, effective service of process upon the Company. If the Authorized Agent shall cease to act as agent for service of process, the Company shall appoint, without unreasonable delay, another such agent in the United States, and notify the Representative of such appointment. This paragraph shall survive any termination of this Agreement, in whole or in part. The Company agrees that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon the Company and may be enforced in any other courts to the jurisdiction of which the Company is or may be subject, by suit upon such judgment. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE AND AGREES NOT TO REQUEST A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Section 16. General Provisions.

(a) This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations solely with respect to the subject matters hereof. Notwithstanding anything to the contrary set forth herein, it is understood and agreed by the parties hereto that all other terms and conditions of the Engagement Letter shall remain in full force and effect. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Such counterparts may be executed and delivered by electronic means, which shall not impair such execution or delivery. This Agreement may not be amended or modified unless in writing and signed by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

(b) The Company acknowledges and agrees that in connection with the Offering of the Securities: (i) the Underwriters have acted at arm's length, is not an agent of, and owes no fiduciary duties to the Company or any other person, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and (iii) the Underwriters may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Offered Securities.

[*The remainder of this page has been intentionally left blank.*]

If the foregoing is in accordance with your understanding of our agreement, please sign below whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

GELTEQ LIMITED

By: _____
Name: Simon Szewach
Title: Chief Executive Officer and
Executive Chairman

The foregoing Underwriting Agreement is hereby confirmed and agreed to of the date first above written.

R.F. LAFFERTY & CO., INC.
own capacity and as representative of the Underwriters

By: _____
Name: Richard H. Kreger
Title: Head of Investment Banking

Schedule I

Name	Number of Firm Shares to be Purchased	Number of Option Shares to be Purchased
R.F. Lafferty & Co., Inc.		
Craft Capital Management LLC		
Total		

Schedule A

Lock-up Parties

Lock-up Parties
[ ]

Schedule B

Form of Lock-up Agreement

[_____], 2024

R.F. Lafferty & Co. Inc.
40 Wall Street, 19th Floor
New York, NY 10005
Attn: Richard H. Kreger, Head of Investment Banking

Re: Proposed Public Offering by Gelteq Limited

Ladies and Gentlemen:

The undersigned, a stockholder of Gelteq Limited, an Australian public limited company limited to shares (the "Company"), understands that R.F. Lafferty & Co., Inc (the "Representative") will act as the representative of the underwriters in carrying out an offering (the "Offering") of the Company's ordinary shares (the "Securities"). In recognition of the benefit that the Offering will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with the Representative that, without the prior written consent of the Representative, during a period of up to six months from the date of the initial closing of the Offering (the "Lock-Up Period"), the undersigned will not, without the prior written consent of the Representative, directly or indirectly (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any securities of the Company (collectively, the "Lock-Up Securities"), whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or file, or cause to be filed, any registration statement under the Securities Act of 1933, as amended, with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of the Lock-Up Securities or such other securities, in cash or otherwise.

The Representative may in its sole discretion and at any time without notice release some or all of the shares subject to lock-up agreements prior to the expiration of the Lock-Up Period. When determining whether or not to release shares from the lock-up agreements, the Representative will consider, among other factors, the security holder's reasons for requesting the release, the number of shares for which the release is being requested and market conditions at the time.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representative as follows, provided that (1) the Representative receives a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee or transferee, as the case may be, (2) any such transfer shall not involve a disposition for value, (3) such transfers are not required to be reported in any public report or filing with the Securities and Exchange Commission, or otherwise and (4) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:

(i) as a bona fide gift or gifts (including but not limited to charitable gifts); or

(ii) to any member of the immediate family of the undersigned or to a trust or other entity for the direct or indirect benefit of, or wholly-owned by, the undersigned or the immediate family of the undersigned (for purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin); or

(iii) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity (1) transfers to another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned or (2) distributions of Ordinary Shares or any security convertible into or exercisable for Ordinary Shares to limited partners, limited liability company members or stockholders of the undersigned; or

(iv) if the undersigned is a trust, transfers to the beneficiary of such trust; or

(v) by will, other testamentary document or intestate succession; or

(vi) by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement.; or

(vii) pursuant to a trading plan established pursuant to Rule 10b5-1 of the Exchange Act.

The undersigned further agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this lock-up agreement during the Lock-Up Period, it will give notice thereof to the Representative and will not consummate such transaction or take any such action unless it has received written confirmation from the Company that the Lock-Up Period has expired.

The undersigned understands that, if the Offering shall terminate or be terminated prior to payment for and delivery of the Securities, the undersigned shall be released from all obligations set forth herein.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned, whether or not participating in the Offering, understands that the Representative is proceeding with the Offering in reliance upon this lock-up agreement.

This lock-up agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

Very truly yours,

_____

(Name - Please Print)

_____

(Signature)

[*Signature Page to Lock-Up Agreement*]

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential

5th February 2024

Nathan Givoni
Chief Executive Officer
Gelteq Limited
641 Glen Huntly Road
CAULFIELD VIC 3162

Sent by email to [*****]

Dear Nathan,

ENGAGEMENT LETTER FOR THE PROVISION OF CHIEF FINANCIAL OFFICER AND PROFESSIONAL SERVICES

Thank you for your continued appointment of Vistra Australia Pty Ltd as the provider of chief financial officer and professional services to Gelteq Limited ("**Client**").

Vistra Australia is a provider of finance, business, company secretarial and legal services under one banner.

This letter together with the attached Master Agreement for Provision of Services (collectively, "**Engagement Letter**"), constitute the terms of service governing our appointment and should be read carefully.

In order to express your acceptance of these terms of service, kindly complete the section at the end of this letter.

Unless expressed otherwise, the Services will commence on the commencement date as outlined in the Engagement Letter.

Services and Fee Quote

You will find:

- Our detailed services and fee quote outlined in **Schedule 1**
- In **Schedule 2**
    - A list of additional services that we can provide with terms and scope to be detailed in additional Statement of Work as agreed between the parties from time to time; and
- Our standard hourly rates outlined in **Schedule 3**
- Our general terms and conditions in **Schedule 4** and
- Our terms and conditions applicable to Legal Services in **Schedule 5**

Personnel

Our nominated personnel to provide the Services are:

Name* *nominated personnel may change depending on availability.	**Team**	**Email address**
Tony Panther – named Chief Financial Officer of Gelteq Limited	Accounting	[*****]

Acceptance

Please confirm your acceptance of this Engagement Letter and its terms by signing below. Please feel free to contact us if you have any questions or wish to discuss.

Yours sincerely
VISTRA AUSTRALIA PTY LTD

/S/ Authorized Signatory

[*****]
Managing Director

VISTRA AUSTRALIA

FOR AGREEMENT

We agree to the appointment of Vistra Australia Pty Ltd as services provider and accept the terms and conditions of this Engagement Letter (including the terms of the Master

Agreement for Provision of Services).

AGREED AND ACCEPTED FOR AND ON BEHALF OF:

CLIENT /COMPANY

Name	Title and Company Name	Signature
Nathan Givoni	Chief Executive Officer - Gelteq Limited	

Master Agreement for Provision of Services

5 February 2024

The Client hereby requests Vistra Australia to perform or provide, or continue to perform or provide, certain services (the "**Services**") as may be agreed between the Client and Vistra Australia from time to time in any fee quote, fee proposal, email or other written document specifying the Services and related fees (each an "**Order**"). Services shall be in relation to the Client and/or to the below-mentioned Company and/or any other company(ies) under the administration of, or to be under the administration of, Vistra Australia (collectively, the "**Companies**"), or may comprise such other scope as agreed between the Client and Vistra Australia in Orders from time to time. This Master Agreement for Provision of Services ("**Agreement**") shall apply to any and all Orders and any and all Services provided to the Client, the Company and the Companies (as applicable) by Vistra Australia or any affiliated company appointed by it.

NAME OF CLIENT OR COMPANY (the "Company"):	GELTEQ LIMITED
REGISTERED OFFICE:	Level 4, 96-100 Albert Road, South Melbourne VIC 3205
COMMENCEMENT DATE:	CFO Solutions & Strategic Financial Analysis and CFO Services - 5 February 2024 Other Accounting Services in Schedule 1 – continued from original engagement for accounting services on 22 March 2022.

In consideration of Vistra Australia agreeing to provide Services hereunder, the Client agrees to be bound by Vistra Australia's general terms and conditions and specific terms and conditions attached ("**Terms**") to this Agreement.

The Client also acknowledges Vistra's obligation to make certain due diligence enquiries in respect of its clients and their activities and, accordingly, the Client confirms the propriety of the business being or proposed to be carried on by it and that such business is in compliance with applicable laws, standards and practices.

Where the Client is different from the Company, the Client also confirms it is the beneficial owner ("**Beneficial Owner**") of the Company and the Companies, or that it has full authority to act on behalf of the Company and the Companies, and that Vistra Australia is entitled to take instructions in relation to the Company and the Companies from the Client, Beneficial Owner or, if applicable, any Authorised Person as the case may b

SCHEDULE 1

VISTRA SERVICE FEES ^

Vistra Corporate Accounting Services	
Standard Activities	**Indicative Monthly fees (excl GST)#**
CFO Solutions & Strategic Financial Analysis ● Financial budgeting and forecasting ● Addressing complex accounting matters ● Cashflow analysis and restructuring ● Revenue modelling ● Financial system strategy and design ● Facilitating in capital raising process ● Other ad-hoc tasks	[*****]
CFO Services (fixed cost) ** ● Managing audit function and liaison with the Auditors (half year review and annual audit) ● Financial Analysis, e.g. categories of expenditure ● Financial reporting and board reports and analysis ● Managing statutory compliances	[*****]

Accounting Services (Corporate Accounting) ● Recording or transactions in accounting software ensuring correct coding (up to 40 transactions per months) ● Aged payables and receivables management ● Treasury functions (up to 2 payment runs) ● Payroll management and execution ● Superannuation lodgements and reconciliation ● Monthly general ledger reconciliation ● Monthly and quarterly tax obligations (GST & IAS)	[*****]
Accounting Services (Management Reporting) ● Monthly consolidated trial balance ● Financial Board reports ● Monthly cashflow reporting	[*****]
Half Year Review and Annual Audit Files** ● Consolidation ● Balance sheet reconciliations ● Workpapers for all non-balance sheet disclosures ● Cashflow statements **Half Year and Annual Financial Report**** ● Preparation of half year financial report ● IFRS checklist preparation	[*****]
Total fixed cost (per month)	**$13,000**

^ Vistra reserves the right to review fees annually in June or December of any calendar year depending upon onboarding date or following the first three months of services to review scope.

*Include all travel time if physical attendance is required. Services performed beyond the hours indicated will be charged based on Hourly Rate.

**Fees exclude workings and related disclosures in the financial statements for one-off transactions such as business acquisitions, discontinued operation and any other non-standard disclosures. Fee for these would be quoted separately as and when required. Fees also assume that, if applicable, trial balances provided for input to consolidations and reports are final, audit-cleared and do not require further adjustment. Late adjustments to trial balance amounts, resulting in additional drafts of consolidation workbooks and financial reports, will attract additional fees based on additional staff time as required. Fee quote for financial report assumes:

- All additional commentary for non-financial notes are provided;
- Completed data for inclusion in Directors report provided;
- Information is provided for completion on a timely basis; and
- No greater than 4 versions of the Report

An additional technology and administration fee of 3% of the monthly invoice will be charged for incidental costs and expenses incurred from the provision of our services, e.g.: technology applications, printing, postage, copying, travelling, parking, etc.

SCHEDULE 2

ADDITIONAL SERVICES

Vistra Risk and Governance Services		
Activities	**Hours***	**Fees (excl GST)#**

Policy Development & Review ● Anti-Bribery and Corruption Policy ● Conflict of Interest ● Diversity Policy ● Modern Slavery Policy ● Whistleblower Policy ● Securities Trading Policy ● Market Disclosure Policy ● Shareholder Communication ● Privacy Policy ● Remuneration Policy ● Business Continuity Policy ● ESG Policy ● Emergency Succession Policy (any other policies required by the Client from time to time)	N/A	Quoted Separately
Governance Policy Training ● Prepare the training material ● Conduct the training (F2F or virtual)	N/A	Quoted Separately
Risk Management Framework Development ● Risk Management Policy ● Risk Register ● Risk Appetite Statement ● Risk Reporting Dashboard	N/A	Quoted Separately
Board Induction & Performance Assessment ● Director Induction and Training ● Board and Committee Performance Review ● Board Skills Matrix Review ● Individual Directors Performance Review ● Performance Review Results and Report	N/A	Quoted Separately
Cyber Risk Training ● Cyber Risk Framework ● Cyber Security Hygiene Checklist ● IT Acceptable Use Policy	N/A	Quoted Separately
On-Going Compliance or Risk Advisory ● Maintaining the risk and compliance framework ● Preparing periodic reports/ dashboard to the Board/ ARC ● Attendance of meeting with the Board or ARC ● Providing general risk/ compliance advice to the Board/ ARC/ management	N/A	Quoted Separately

Vistra OTHER Services	
Activities	**Fees (excl GST)#**
Corporate Secretarial Services	Quoted Separately
Taxation Services	Quoted Separately
Payroll Services	Quoted Separately
Valuation services (financial valuation, options valuation, etc.)	Quoted Separately
International Expansion Services	Quoted Separately
Legal Services	Quoted Separately
Company Formation Services	Quoted Separately

SCHEDULE 3

HOURLY RATES APPLICABLE TO ACCOUNTING, GOVERNANCE AND COMPANY SECRETARIAL SERVICES^

Our current standard hourly rates applicable to services:

Personnel Level	AU$ per hour (ex GST)
Associate	[*****]
Senior Associate	[*****]
Assistant Manager	[*****]
Manager	[*****]
Senior Manager	[*****]
Director	[*****]

HOURLY RATES APPLICABLE TO LEGAL SERVICES^

Our current standard hourly rates applicable to legal services:

Personnel Level	AU$ per hour (ex GST)
Administration	[*****]
Graduate	[*****]
Paralegal	[*****]
Associate	[*****]
Senior Associate	[*****]
Director	[*****]
Special Counsel	[*****]

SCHEDULE 4

GENERAL TERMS AND CONDITIONS

1. Definitions

"**Agreement**"	means the Master Agreement for Provision of Services including these Terms, including the engagement letter, any Order and any schedules, statements of work or attachments here- or thereto, which Orders, schedules, statements of work or attachments (as applicable) may include additional Services and Fees mutually agreed in writing at the time of execution of this Agreement or afterwards during the term of this Agreement and deemed to be incorporated by reference constituting the entire agreement of the parties related to the subject matter of this Agreement notwithstanding that any Services may have been provided prior to the incorporation of the Company or that this Agreement has been executed after the date of this Agreement all of which actions are deemed to be ratified and approved by the Client as evidenced by the execution of this Agreement by the Client.
"**Authorized Person**"	means the person or persons who is or are authorized by the Client to give instructions to Vistra Australia or any Nominee, including any person whose name, address and signature are set out in this Agreement and any other person so indicated by the Client to Vistra Australia.
"**Beneficial Owner**"	means the person(s) who ultimately controls the Client as defined in applicable laws and regulations.
"**Client**"	means the person, persons, legal entity or legal entities who has or have made the Request and who has/have engaged Vistra Australia to provide the Services from time to time subject to this Agreement. For the purposes of this Agreement, the term "Client" may include the Company(ies) and the Beneficial Owner(s).
"Company"	means the subject legal entity or legal entities created for or on behalf of the Client and under the administration or to be under the administration of Vistra Australia as described on page 1 of this Agreement and/or any other company(ies) under the administration or to be under the administration of Vistra Australia as agreed between the Client and Vistra Australia.
"**Fees**"	means any fees or charges raised by Vistra Australia or any Nominee (including any additional charges as referred to in Clause 4 below) for any Services pursuant to this Agreement (including any Order).
"**GST**"	means goods and services tax.
Legal Services"	means the services provided by Vistra Legal.
"**Order(s)**"	means any fee quote, fee proposal, statement of work, email or other written document describing the Services and associated Fees as may be agreed by the Client and Vistra Australia from time to time, including the Fee Quote/Proposal and any further quotes or proposal accepted by the Client. A standard template statement of work form is attached hereto as Appendix A.
"**Nominee**"	means any internal or external individual or company who or which is appointed by Vistra Australia to perform any (part of the) Services.
"**Request**"	means any request by, or agreement with, the Client for Vistra Australia to perform Services (and pursuant to which Vistra Australia may introduce Nominee(s) to the Client).
"**Sanctioned Activity**"	means any activity, service or trade subject to sanctions imposed by a Sanctioning Authority.

"**Sanctioning Authority**"	means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.
"**Sanctioned Party**"	means any persons, entities or bodies designated as a sanctioned party by a Sanctioning Authority.
"**Services**"	means any act done or to be done, or services performed or to be performed, by Vistra Australia or any Nominee for the Client or any Company, including Legal Services where so expressly agreed in writing.
"**Terms**"	means these General Terms and Conditions and any other specific Terms and Conditions entered into and applicable to the specific type of Services provided.
"**Trust Account**"	means a bank account which is segregated from Vistra Australia's own funds.

"**Vistra Australia**"	means either Vistra Legal in case the relevant Services provided to the Client comprise Legal Services, or VISTRA (AUSTRALIA) PTY LTD for any Services other than Legal Services provided to the Client, each time as applicable.
"**Vistra Group companies**"	means Vistra Australia and all of their respective affiliated companies under the direct or indirect control of Vistra Group Holdings (BVI) III Limited and operating under the brand name "Vistra", including those incorporated, set up or acquired subsequent to the date of this Agreement.
"Vistra Legal"	means VISTRA AUSTRALIA LEGAL SERVICES PTY LTD, an incorporated legal practice registered with the Victorian Legal Services Board, Australia.

2. Validity

This Agreement is effective from the date of signing this Agreement. By entering into this Agreement and accepting any Order, the Client agrees to this Agreement and its Terms. In case of any conflict between these Terms and any Order, the Order shall take priority.

3. Charges

3.1 The Client will pay to Vistra Australia or directly to any Nominee or any other company nominated by Vistra Australia as directed by Vistra Australia, the relevant annual Fees or other fixed or time-based Fees in respect of the Services in accordance with the terms stated on the relevant invoice for the same or as otherwise agreed in the Order. Vistra Australia shall not be required to refund any part of the Fees upon termination for any reason of the appointment of any Nominee or the provision of the Services.

3.2 Vistra Australia shall be entitled to increase the relevant Fees on an annual basis in line with the greater of the Australia Consumer Price Index or five percent (5%).

4. Additional Charges

Vistra Australia reserves the right to charge, or authorize the charging of, such reasonable additional Fees (which may include, but not be limited to, claims for reimbursement of all transaction charges, such as bank fees, governmental levies, duties or fines and all other disbursements and out-of-pocket costs) in respect of any Services provided by Vistra Australia or any Nominee which are in addition to those covered by the annual Fees or fixed or time-based Fees as published from time to time. The amount of such additional Fees will be based upon the time required to perform such additional Services and the circumstances of their performance, and shall, if applicable, be agreed between Vistra Australia and the Client or the Company, as applicable.

5. Billing Procedure

Fees, where advised so by Vistra Australia, are payable in arrears on a monthly basis. Time-based or other Fees, for the provision of professional and administration services, shall be raised by Vistra Australia from time to time, normally in advance unless otherwise agreed, and all Fees are payable within thirty (30) days of presentation of invoice or as otherwise stated in the relevant invoice.

6. Payment of Invoices

6.1 Invoices for Fees and any additional charges shall be rendered in the name of Vistra Australia, the relevant Nominee, or any other company nominated by Vista Australia. Invoices may, at the request of the Client, be issued to another person, provided that the Client shall remain responsible for the correct and timely payment of such invoices. Where any funds are held by Vistra Australia or any Nominee on behalf of the Client or the Company, Vistra Australia shall be authorised to utilise such funds for payment (either partially or in full) of agreed Fees or the Fees and charges which are deemed accepted without further notice.

6.2 The Client guarantees to Vistra Australia, and shall remain liable for, payment of all invoices rendered by Vistra Australia for the Services. The Client and the Company agree that any Vistra Group company designated by Vistra Australia from time to time shall have the right to collect payment on behalf of Vistra Australia, which includes the right to debit the credit card of the Client with prior notice to the Client or the Company. Any disagreements by the Client with any invoice raised by Vistra Australia or a Nominee must be promptly notified to Vistra Australia in writing.

6.3 The Company and the Client acknowledge that Vistra Australia may employ debt collection agencies to collect all amounts due and payable by the Company and by the Client to Vistra Australia under this Agreement, and the Company and the Client shall be liable for any reasonable charges Vistra Australia may incur in connection herewith including all costs and expenses (including legal and debt collection agencies' costs and disbursements) in connection with any legal proceedings taken by or on behalf of Vistra Australia to enforce any provision of this Agreement.

6.4 In the event where any Fees, charges or payments that are due and payable to Vistra Australia shall remain unpaid and outstanding for a period of more than thirty (30) days, (i) Vistra Australia shall be entitled, but not obliged, without prejudice to any other rights it may have in contract or law, to suspend the Services without further notice to the Company or the Client and such suspension shall take effect and remain in full force until such time when all outstanding Fees or charges are settled to the satisfaction of Vistra Australia; and (ii) Vistra Australia shall reserve the right to charge interest at the rate of 2% per month on all overdue Fees, charges or payments ("**Total Outstandings**") until all Total Outstandings have been fully settled.

7. Instructions

7.1 Subject to clause 7.4, the Client, the Beneficial Owner or the Authorised Person (as the case may be) shall make Requests and provide information to Vistra Australia or any Nominee in such manner as may be reasonably required by Vistra Australia. Vistra Australia and any Nominee are expressly authorised to act on Requests made by, or on behalf of, the Client or the Authorised Person (or which Vistra Australia or any Nominee has reasonable grounds to believe were communicated by or on behalf of the Client or the Authorised Person), but it is recognized by the Client that Vistra Australia or any Nominee will normally prefer Requests to be an original written document signed by the Client or the Authorised Person. Documents bearing a facsimile (fax) instruction or signature, or an email instruction from an address which has previously been notified to Vistra Australia which is believed by Vistra Australia to be genuine, are acceptable and binding.

7.2 In connection with Requests, the Client or the Authorised Person will promptly provide any information, such as full names and addresses, terms and conditions of purchase and/or sale, as Vistra Australia may request to enable Vistra Australia to prepare original documentation and adjustments or otherwise provide the Services. The Client or the Authorised Person will keep Vistra Australia informed of all management actions relevant to the Services so that Vistra Australia or any Nominee are in a position to relay decisions to third parties as Vistra Australia thinks fit under the circumstances.

7.3 The Client undertakes to keep Vistra Australia or the Nominee informed of any material items affecting the Company's financial affairs in general and in particular any liabilities, both actual or contingent, and any actions taken by third parties against the Company, and all and any material changes in any data or procedures, and all other necessary information to allow Vistra Australia or any Nominee to effectively provide the Services or manage the affairs of the Company as applicable.

7.4 Vistra Australia or the Nominee may at any time do, or refrain from doing, any act without reference to the Client or the Authorised Person if in the discretion of Vistra Australia or any Nominee it is considered reasonably necessary to do so. In the event that no suitable or timely instructions have been received by Vistra Australia then Vistra Australia shall be authorised to take such action as it considers appropriate in the circumstances. Vistra Australia shall not be liable for acting or not acting in accordance with instructions or requests or representations or documents that it considers to be genuine.

7.5 The Client, and as the case may be, the Company, warrants the validity, lawfulness and authenticity of all instructions given to Vistra Australia at any point of time.

8. Exclusion of Liability

8.1 Neither Vistra Australia, nor any Nominee, nor any other Vistra Group company shall make any warranty as to the efficacy of the Services or with respect to the raising of equity or debt finance and application of that finance to any business of the Client or the Company. For the avoidance of doubt, neither Vistra Australia, nor any Nominee, nor any other Vistra Group entity carries out any investment or investment advisory business. Except as expressly set forth in this Agreement, neither Vistra Australia, nor any Nominee, nor any other Vistra Group company make any representations or warranties of any kind in respect of the Services, whether express or implied, including any warranties of merchantability or fitness for a particular purpose.

8.2 In no event shall Vistra Australia, a Nominee, or any Vistra Group company be liable for any indirect, incidental, exemplary, speculative, consequential, special or punitive damages of any kind, including, without limitation, costs of delay, business interruption, damages for cover or loss of use, goodwill, data, records, information, revenue, profits, orders, anticipated cost savings or reputation, loss or damage to property or equipment, or any pecuniary loss, even if it had been advised of the possibility of such damages. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

8.3 Neither Vistra Australia nor any Nominee, nor any Vistra Group company shall be liable to the Client, the Company and the Authorised Person in respect of anything done or omitted to be done by Vistra Australia or any Nominee, except in case of fraud or bad faith or gross negligence on the part of Vistra Australia or the Nominee.

8.4 Vistra Australia is a member or affiliate member of the Chartered Accountants Australia and New Zealand (CA ANZ). Where CA ANZ schemes have been approved under professional standards legislation in force in Australian states or territories, Vistra Australia's liability in connection with the Services is limited in accordance with those CA ANZ schemes.

8.5 To the extent that such is allowed by law and where Vistra Australia's liability is not limited by a scheme, the total maximum liability of Vistra Australia (including any Nominee, any Vistra Group company and their respective employees) to the Company or the Client of whatever nature in relation to the Services and this Agreement shall not exceed two (2) times the Fees paid by the Company or the Client in relation to the engagement of Vistra Australia under this Agreement during the twelve (12)-month term immediately preceding the event giving rise to the relevant claim.

8.6 Any claims sought to be brought or made in connection with the Services shall be brought or made within two (2) years of the date on which the work giving rise to the relevant claim was performed.

9. Undertaking

9.1 The Client will procure and undertakes and warrants that all acts requested to be done by Vistra Australia or any Nominee will comply with all laws affecting, or binding upon, the Company, Vistra Australia, any Nominee, the Client and/or any Authorised Person, and that all statements, documents and contracts of whatsoever nature which Vistra Australia or any Nominee are obliged or requested to sign, will respectively, be true, accurate and lawful in all respects.

9.2 The Client shall also procure, and undertakes and warrants, that all obligations on either itself or the Company to keep accounts and file any governmental or regulatory returns will be complied with and all papers and documents which are required by law to be filed with any authority will be duly filed on a timely basis and all fines incurred as a result of any late or deficient filing shall be promptly paid; and that all taxes required to be paid, as a result of the provision of Services to the Client, or as the case may be, the Company, will be duly paid. In the event of the Company becoming insolvent, the Client undertakes to be personally responsible for all debts and any taxes and duties that may be payable and to make such arrangements for due payment as Vistra Australia may reasonably require for an orderly liquidation of the Company.

9.3 The Client hereby confirms the lawfulness of the purposes of the Services. The Client undertakes and warrants that in the event that the Client or the Company is to invoice any third party for any goods, services or commission payments, there is a genuine underlying transaction relating to the invoice and the goods or services have been or will be provided by the Client to that third party, and that the goods or services are provided at credible values. In the circumstance that any third party, including the Client, shall be involved, either directly or indirectly, in the Services being performed, including but not limited to, any rights exercised by the said third party as an empowered attorney or director or partner, then the Client warrants that all the actions taken or not taken by the said party shall be proper and lawful and shall not in any way prejudice Vistra Australia.

9.4 Except as may be expressly agreed in the scope of services, the Client confirms that Vistra Australia (or any Nominee or any of the Vistra Group companies):

(a) has not, and shall not, directly or indirectly, provide any tax, financial, regulatory or legal advice in respect of the engagement of Vistra Australia and the provision of the Services, and

(b) has advised the Client to obtain independent legal, tax, regulatory, securities law and such other professional advice as appropriate with regard to the engagement of Vistra Australia and the provision of the Services.

9.5 The Client undertakes to ensure that any fiscal reporting requirements and obligations of the Company of which he is aware are brought to the attention of the officers of the Company and Vistra Australia.

9.6 The Client and the Company shall procure, and agree, undertake and warrant, to promptly provide Vistra Australia with any due diligence documents and information as may be required by applicable laws, regulations or internal compliance policies from time to time in relation to the provision of Services.

9.7 Vistra Australia and the Client shall not directly or indirectly disclose the confidential and proprietary information received from the other party to any third party without the other party's prior written consent, unless required to do so in accordance with a court order or other relevant instruction by an appropriate government organization. In such circumstances, the party receiving such instructions shall use reasonable endeavours to inform the other party prior to providing such information or complying with such other instructions. For the avoidance of doubt, Vistra Australia shall, where such is reasonably required by it in order to perform or deliver Services, have the right to share any confidential and proprietary information relating to the Client or the Company with any Nominee and any other Vistra Group company, including their respective officers, directors, employees and agents, provided that Vistra Australia shall remain responsible for the acts and omissions of any such party in accordance with this Agreement.

9.8 Vistra Australia and the Client undertake to notify each other within seven (7) days of any change in their address or usual contact details (e-mail address, phone numbers and fax) and any party which fails to notify, shall be fully responsible for any consequences thereof and of the other party continuing to use the original contact details.

9.9 The Client undertakes and warrants that the Client is authorised (where applicable, by the proposed directors and shareholders of the Client or the Company, as the case may be) to instruct Vistra Australia to provide the Services. If the Client is a professional advisor or other intermediary acting on behalf of the Company or any other party using the Services (collectively, the "**End Client**"), the Client, in this context being an intermediary (the "**Intermediary**"), also warrants that:

(a) the Intermediary has made the End Client aware of these Terms and in particular, the limitations on Vistra Australia's liability, and the End Client has accepted these Terms;

(b) if applicable, the Intermediary has made the End Client aware of any additional terms and conditions, agreements, contracts and statements of work the parties have entered into or will enter into pursuant to, or in connection with these Terms (collectively, "**Additional Terms**"), and the End Client has accepted the Additional Terms; and

(c) the Intermediary agrees to indemnify Vistra Australia and any of its affiliated companies and its/their respective officers, directors and employees (collectively, "**Indemnified Parties**"), and keep it/ them indemnified against any liability, liabilities, damages, costs and expenses which it/they may incur as a result of any breach by the Intermediary and/or the End Client of the warranties included in this Clause.

9.10 The Client undertakes and warrants that it will not engage, and will not knowingly permit the Company to engage, in any activity, practice or conduct which would constitute an offence under any anti-bribery or anti-corruption law applicable to the Client, the Company or to Vistra Australia, and further that the Company has not been established nor will it be used to handle, conceal or utilise in any way assets derived from or related to the proceeds of any criminal conduct including, but not limited to, tax fraud or evasion, money laundering, drug trafficking, arms dealing, or terrorism.

9.11 The Client undertakes and warrants that it will:

(a) comply with, and will not knowingly permit the Company to fail to comply with, all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force; and

(b) not engage, and not knowingly permit the Company to engage in, any activity, practice or conduct that would constitute an offence under applicable anti-slavery and human trafficking laws.

9.12 When the staff of Vistra Australia, any Nominee or any Vistra Group company are assigned to work for the Client or the Company, the Client agrees that, during the period of the engagement and for a period of twelve (12) months following the completion or termination of the engagement, neither the Client, the Beneficial Owner, the Authorised Person, nor the Company will solicit, employ, or procure a third party to solicit, employ, any employee of Vistra Australia, any Nominee and any Vistra Group company who has taken part in the provision of the Services without Vistra Australia's prior written consent. If Vistra Australia gives its written consent, Vistra Australia shall reserve the right to charge the Client a fee equivalent to the recruitment, training and additional expenses required to replace such employee (plus GST).

9.13 In case the Services are comprised of Vistra Australia supplying (a) director(s) or officer(s) to the Client and/or the Company, the Client undertakes and warrants that it shall procure and maintain appropriate directors' and officers' ("D&O") insurance with reputable insurers for the duration of such Services provision and for a period of no less than two years thereafter. Such D&O insurance shall include and cover Vistra Australia and any Nominee serving as directors or officers of the Client and/or the Company from time to time. The Client shall provide a copy of such D&O insurance policy to Vistra Australia and the relevant Nominee upon their request.

10. Indemnity

10.1 The Client will fully defend, indemnify and hold harmless Vistra Australia, any Nominee, and any Vistra Group company, including all of its and their respective directors, officers, staff, agents and subcontractors, against any and all direct costs, expenses, claims, demands and liabilities for which any of them may become liable and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against any of them or which may be incurred or which may arise by reason of any act or anything done, or services performed by Vistra Australia or any Nominee in relation to and pursuant hereto or by reason of anything omitted to be done or any failure to do or perform any act or service which ought to have been done or performed by Vistra Australia or any Nominee in relation to and pursuant hereto or in connection with an instruction reasonably believed by Vistra Australia to be given in writing by the Client or the Company, provided that no such obligation shall apply in case any such liability directly resulted from Vistra Australia's own grossly negligent acts or omissions. In the event that any claim is made and which may entitle Vistra Australia or any of the parties stated above to seek an indemnity from the Client, then Vistra Australia shall inform the Client of the details of any such claim as soon as reasonably practicable after becoming aware of such claim, and Vistra Australia shall be entitled to determine whether it wishes to participate in or to control the defence of that claim.

10.2 The indemnities herein are made without prejudice to any other indemnities given by the Client or any other party.

11. Successors, Assigns and Subcontractors

The obligations of the Client herein contained (which are joint and several if there is more than one Client) shall bind the assigns and successors of the Client and shall not be affected by any change in the shareholding or composition of Vistra Australia or in the identity of any Nominee. The Client's agreements and obligations herein contained shall not be affected by any change in the shareholding or composition of Vistra Australia or in the identity of any Nominee and shall be for the benefit of any successors or assigns of Vistra Australia or any Nominee. The obligations of the Client under this Agreement may not be assigned without the prior written consent of Vistra Australia. Any substitution by Vistra Australia or a Nominee of another Nominee shall be deemed not to affect or to cancel any benefit enduring to Vistra Australia to the intent that the Client shall if called upon to do so, novate and meet any contractual obligation to answer such benefit without set-off or counterclaim, or for such benefit to be demanded. Vistra Australia may assign or subcontract any part of this Agreement including any agreement (including any Order) entered into between them, to any Nominee (including any other Vistra Group company) without the prior written consent of the Client, provided that Vistra Australia shall in such case remain liable for the acts and omissions of any such subcontractor in accordance with these Terms.

12. Amendments

Any amendments to these Terms will need to be agreed in writing between Vistra Australia and the Client.

13. Termination

13.1 Vistra Australia or any Nominee may at any time terminate this Agreement and/or any Order by written notice to the Client, the Company or the Authorised Person with a sixty (60) day notice period requirement and at the absolute discretion of Vistra Australia. In the event of such termination, Vistra Australia may terminate any Nominee's nomination and cease doing any acts or performing any Services on behalf of the Client and the Client shall procure that all such acts are done as may be necessary to give effect to such termination or to secure the appointment of substitutes. Vistra Australia or any Nominee may require the Client to execute documents to give effect to these provisions and Vistra Australia or any Nominee are expressly authorised to date and complete and to utilise such documents in the event of such termination so as to give effect thereto and to the appointment of substitutes. Vistra Australia or any Nominee may require the Client to pay any sums owed to Vistra Australia or any Nominee by the Client in respect of Services and other costs incurred up to the date of termination. If such sums or costs are not paid within thirty (30) days of demand for payment, Vistra Australia or the Nominee may arrange for their settlement out of monies held by the Company, or otherwise may sell such securities as may be held by Vistra Australia or the Nominee and appropriate the proceeds of such sale towards the settlement of such sums.

13.2 In the event that Vistra Australia becomes aware that any of the Client, its affiliate(s), the Company or the Authorised Person becomes a Sanctioned Party or conducts any transaction or has any relationship with a Sanctioned Party, or (any part of) the performance of this Agreement (including the provision of any Services by Vistra Australia) becomes a Sanctioned Activity, Vistra Australia shall have the right at its discretion to (partially or fully) terminate this Agreement and any Services with or without notice.

13.3 The Client may at any time terminate this Agreement and/or any Order by sixty (60) days advanced written notice to Vistra Australia.

13.4 In the event of termination of this Agreement pursuant to the above, upon the Client's written request, Vistra Australia or the Nominee shall return to the Client all documents papers and files relating to the Company provided that all Fees and disbursements payable hereunder shall then have been paid up to date by or on behalf of the Client, provided that Vistra Australia may retain copies of any such documents, papers and files in accordance with any applicable laws and regulations as well as Vistra Australia's applicable document retention policies.

13.5 Notwithstanding such termination by Vistra Australia or any Nominee or the Client, the exclusions of liability contained in Clause 8 and the indemnities contained in Clause 10 above shall endure for the benefit of Vistra Australia, any Nominee and any other party stated therein also post-termination of this Agreement.

14. Data Protection, Consent to Sharing, Confidentiality and Records

14.1 Vistra Australia shall use the information that it obtains from the Client for the purpose of administering the Company, the provision of the Services or of any other services to the Client and the carrying out of activities, including but not limited to, customer relationship management, internal marketing and business development, auditing, risk assessment, fraud and crime prevention. In administering the Company or providing any Services or other services to the Client or carrying out the activities described above, the Client agrees and explicitly consents to this Agreement, to Vistra Australia, whenever it deems fit, sharing with and transferring the information and personal data concerning the Client (including but not limited to customer due diligence documentation required and collected by Vistra Australia to meet our statutory and/or internal "know your client" requirements and also for compliance with CRS, FATCA and other applicable disclosure and reporting obligations such as anti-bribery and anti-money laundering laws) to other Vistra Group companies operating in other offices around the world, and to third party agents, contractors, suppliers, or other service providers located anywhere in the world provided they are operating under appropriate agreements . In addition, Vistra Australia shall be entitled to disclose information about the Client to auditors, legal advisors and regulatory and governmental bodies wherever and whenever it shall deem fit.

14.2 Subject to the above and unless Vistra Australia shall have the right or duty to disclose or is permitted or compelled to do so by law or to meet regulatory and/or licensing requirements, Vistra Australia shall not disclose or process any information or personal data about the Client or the Company without the prior consent of the Client or an Authorised Person.

14.3 The Client has the right to check the personal data and information that Vistra Australia holds and collects about the Client and to access such data; to require Vistra Australia to correct any data and information relating to the Client which is inaccurate; and, to ascertain the policies and practices of Vistra Australia in relation to such data and to be informed of the kind of data held by Vistra Australia.

14.4 Unless otherwise agreed in writing between the parties, the Client acknowledges and approves that Vistra Australia may destroy all records of the Client including any Confidential Information in respect of the Client at any date after seven (7) years following the end of the year in which the Service relationship is terminated.

14.5 The Client and the Company agree that Vistra Australia may take and retain such copies as it thinks fit of any document, record, register, correspondence or any other papers in possession of Vistra Australia that belong in law to the Client. Any document, record, register, correspondence or other papers in possession of Vistra Australia that do not belong in law to the Client remain the property of Vistra Australia.

14.6 The Client agrees that it has read and understood, and agrees to, Vistra Group's global privacy statement, data protection and data security policies ("**Policies**") as can be reviewed at https://www.vistra.com/notices and https://www.vistra.com/privacy-notice, and that the Client has provided the Policies for review to anyone else whose data it may provide to Vistra Australia, and that they have also read, understood and agreed to the Policies.

14.7 The Client acknowledges and agrees that Vistra Australia may change the Policies from time to time, and that it shall be the Client's responsibility to check any such updates from time to time and communicate such updates to anyone else whose data it may provide to Vistra Australia.

14.8 The Client warrants that it and anyone else whose data the Client provides to Vistra Australia, explicitly agree and consent to the cross-border transfer of any personal data and information provided to and collected by Vistra Australia, including the transfer of such data to any Vistra Group company, any other Nominee, and any third party entities that have agreed to appropriate confidentiality terms.

14.9 Vistra Australia's files (including any files relating to the Client and/or the Company) may be periodically reviewed by internal auditors employed by the Vistra Group and/or external auditors and/or an independent regulatory or quality control body and the Client consents to this.

14.10 The Client acknowledges that as a result of a number of "Automatic Exchange of Information Agreements" (including the United States Foreign Account Tax Compliance Act (FATCA), the EU Mandatory Disclosure Regime and the Common Reporting Standard (CRS) founded on Article 6 of the Convention on Mutual Administrative Assistance in Tax Matters and/or prevailing legislation and regulation pertaining to taxation matters), Vistra Australia may be obliged to obtain and provide certain Client information to the relevant tax authorities and/or direct to one or more foreign tax authorities (under the terms of the relevant legislation and regulation or, as the case may be, the mechanisms of the particular exchange agreement concerned) who, in each case may in turn similarly pass all or part of such information to one or more foreign tax authorities.

14.11 Notwithstanding anything to the contrary contained herein, Vistra Australia may from time to time use the Client's name and logo on its website and in its promotional materials to state that the Client is a customer of Vistra Australia and its Services.

15. Provision of Payment Services

15.1 Vistra Australia may from time to time be engaged by the Client to provide certain treasury, payment and/or invoicing services (collectively, the "**Payment Services**").

15.2 The Client refers to one or more accounts ("**Accounts**") that it has opened or intends to open with any bank(s) and/or other financial institution(s) appropriately regulated by the applicable and appropriate monetary authority or regulatory authority (collectively referred to as the "**Banks**").

15.3 In connection with the provision of the Payment Services, the Client declares to authorize Vistra Australia and any duly authorized individual acting for and on behalf of Vistra Australia (collectively, the "**Authorized Person(s)**"), with full authority, each acting jointly as well as separately, to perform any or all of the following authorized matters for and on behalf of the Client:

(a) to, in its sole discretion, execute or procure to be executed any and all agreements, proxies, mandates, deeds and/or documents, and take or procure to be taken any and all actions on behalf of the Client, which the Authorized Person(s) may consider necessary or appropriate to operate the Accounts in the name of the Client (collectively referred to as "**Payment Solution(s)**");

(b) to receive or access any information relating to the Accounts as may be reasonably appropriate;

(c) to, for and on behalf of the Client, set up the Bank authorization (or such authorizations as required) on the relevant Payment Solution(s) to which the Client has subscribed or will subscribe in the manner and form the Authorized Person(s) deem(s) fit and as indicated or approved by the relevant Payment Solution provider;

(d) to perform acts of disposition and collection in respect of the Accounts and issue instructions to the Banks in respect of the Accounts (whether through the use of a separate payment solution, payment channel or otherwise), including instructions to debit or credit the Accounts; and

these authorized matters mentioned under (a) to (d) above are hereinafter collectively referred to as this "**Authorization**".

15.4 This Authorization is valid as per the date of this Agreement and continues to be effective and valid until the termination of this Agreement, or at such other time as may be agreed between the parties in writing. Any and all liability incurred under this Authorization (regardless of which Authorized Person's act or omission caused such liability), and whether in contract, tort, strict liability, statute, or any other theory of liability, is exclusively governed by the terms and conditions included in this Agreement. For the purpose of this Authorization, the term "Vistra Australia" as used in the Agreement shall include all Authorized Persons, as applicable.

15.5 The Client will fully defend, indemnify and hold harmless Vistra Australia, any Authorized Person, and any Vistra Group company, including all of its and their respective directors, officers, staff, agents and subcontractors, against any and all costs, expenses, claims, demands and liabilities for which any of them may become liable and against all actions, suits, proceedings, claims or demands of any nature whatsoever which may be taken or made against any of them or which may be incurred or which may arise directly or indirectly by reason of any act or anything done, or services performed by Vistra Australia or any Authorized Person in relation to and pursuant hereto or by reason of anything omitted to be done or any failure to do or perform any act or service which ought to have been done or performed by Vistra Australia or any Authorized Person in relation to and pursuant hereto or in connection with an instruction reasonably believed by Vistra Australia or any Authorized Person to be given by the Client.

16. Provision of Legal Services

16.1 Where the Client has engaged Vistra Legal to provide Legal Services, *Schedule 5 Special Terms Applicable to Legal Services* applies together with this *Schedule 4 General Terms and Conditions*. In case of any inconsistency between this *Schedule 4 General Terms and Conditions* and Schedule 5, Schedule 5 prevails.

17. Client Monies

Vistra Australia may, from time to time, hold money on the Client's behalf. Such money will be held in a Trust Account. While Vistra Australia will take reasonable steps to satisfy itself as to the financial standing of the bank into which that money is paid, the Client agrees that, provided that the bank is a licensed bank, Vistra Australia shall not be liable to the Client for any losses incurred (including loss of the funds held on the Client's behalf) in the event that such bank becomes insolvent or is otherwise unable to release the funds held or comply with payment instructions properly given on the due date or at all. Funds held in a Trust Account will not attract positive interest. The Trust Account will be operated, and all funds dealt with, in accordance with the applicable law governing such account(s). The Client is strictly prohibited from providing the Trust Account bank details to third parties without Vistra Australia's prior written consent.

18. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture or other form of joint enterprise, or employment relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. Services Not Exclusive

19.1 Neither the nomination of nor the provision of the Services by Vistra Australia or any Nominee is exclusive to the Client. Vistra Australia reserves the right during the term of this Agreement to deliver services to other clients whose interests might compete with the Client's or the Company's or are or may be adverse to the Client's or Company's, subject to Clause 14.

19.2 Vistra Australia may receive, subject to the constitutional documents of the Company and in compliance with applicable laws and regulations, certain benefits, including fees, brokerages, commissions, monetary benefits, paid or provided (whether directly or indirectly) by any party arising from this Agreement or in relation to its provision of the Services.

20. Joint and Several Liability

In the event that the Client is more than one person, then it is the responsibility of the Client to nominate which of those persons Vistra Australia shall take instructions from and in the event that no person is nominated, then Vistra Australia shall be entitled to take instructions from such of the persons as it considers appropriate. Each of those persons shall be jointly and severally liable for the obligations of the Client as stated herein and each person hereby guarantees and warrants compliance by the Client of those obligations and duties.

21. Entire Agreement

The terms of this Agreement supersede and replace all previous agreements or understandings between the parties or their representatives in respect of its subject matter.

22. Notices

Notices to the Client or the Company may be validly given at the addresses specified in this Agreement or in the case of any party who resides outside Australia, at the address of his agent in Australia (if any). Notices to Vistra Australia or any Nominee shall be given at the address notified to the Client or the Company from time to time. Any notice sent by facsimile or email shall be deemed served when despatched and any notice served by personal delivery shall be deemed served when it is left at the address and any notice served by prepaid post shall be deemed served forty-eight (48) hours after posting if to an address in Australia or five (5) days (including Saturdays) after posting if to an address outside Australia.

23. Counterparts and Electronic Signatures

23.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.2 To the extent permitted by applicable law, the parties hereto acknowledge and agree that this Agreement and any associated documents (including but not limited to schedules, statements of work, attachments, Orders, proposals and amendments) (together with this Agreement, "**Documents**") to be executed pursuant to this Agreement may be executed by an authorised representative of a party by way of a digital or electronic signature inserted with the consent and authorisation of that authorised representative. Any such digital or electronic signature may be relied on as evidence of the valid execution of the Documents to be executed pursuant to this Agreement by that party as if the same had been signed by such authorised representative. Upon a party's written request, any of the Documents shall be executed by the authorized signatory of the other party with handwritten signature.

24. Governing Law

The validity, construction and enforceability of this Agreement shall be governed by and construed in accordance with the laws of Australia. Disputes arising out of this Agreement shall be settled by the courts of Australia to whose non-exclusive jurisdiction the parties hereby agree to submit.

25. Rights of Third Parties

Unless otherwise expressly provided herein, a person who is not a party to this Agreement shall have no to enforce or enjoy the benefit of any terms of this Agreement. The consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement.

SCHEDULE 5

SPECIAL TERMS APPLICABLE TO LEGAL SERVICES

These Special Terms applicable to Legal Services, together with the General Terms and Conditions included in Schedule 4, set out the terms of our offer to provide Legal Services to you and constitute Vistra Legal's costs agreement and disclosure pursuant to the Legal Profession Uniform Law (NSW) ("**the Uniform Law**").

1. Professional Fees and Scope of Work

1.1 Vistra Legal will charge the Client professional fees for the legal work:

(a) Based on hourly rates; or

(b) On a fixed fee basis (per task).

1.2 Hourly rates are provided in Schedule 3.

1.3 A fee or costs estimate is based on Vistra Legal's current understanding of the work to be undertaken as specified in a Scope of Work Form or an email or any written communication and hourly rates. Should Vistra Legal notice that the work to be undertaken is more significant than expected, Vistra Legal will contact the Client as soon as practical to discuss a new estimate. Any amendment to the scope of work will result in a change of any estimate, which may be amended by written notice including email. A fee estimate is not a fixed fee. The total fees or costs may exceed the estimate. Any reference to a fee is a fee estimate unless expressly stated to be a fixed fee. A fixed fee will not be given when the scope and/or the length of the matter is difficult to ascertain upfront.

1.4 Some of the variables which may affect and change the costs estimate include:

(a) the number and duration of telephone calls or other communications;

(b) the Client's prompt and efficient response to requests for information or instructions;

(c) whether the Client's instructions are varied;

(d) whether documents have to be revised in light of varied instructions;

(e) the other party's lawyer or other persons with whom Vistra Legal deals and the level of co-operation of the lawyer's clients and other persons involved;

(f) changes in the law; and

(g) the complexity or uncertainty concerning legal issues affecting the Client's matter.

1.5 Vistra Legal may delegate to Vistra Australia the invoicing of Vistra Legal Services.

2. Disbursements

2.1 Vistra Legal may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, expert fees, witness expenses, travel expenses, transcript expenses and barrister's fees. Where you instruct us to brief an external counsel or other expert and they provide a disclosure and costs agreement we will provide this to you.

3. Acceptance of Offer

3.1 The Client may accept the Costs Disclosure and Agreement by:

(a) signing and returning a Scope of Legal Services; or

(b) continuing to instruct Vistra Legal.

3.2 Upon acceptance the Client agrees to pay for Vistra Legal services on these terms.

3.3 If a representative of the Client is instructing Vistra Legal, the Client confirms the authority of that representative and Vistra Legal assumes that such authority is not revoked unless it has received written notice of that revocation.

4. Interest Charges

4.1 Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 ("**Uniform General Rules**") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you. Our tax invoices will specify the interest rate to be charged.

5. Recovery of Costs

5.1 The Uniform Law provides that Vistra Legal cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been issued to the Client.

6. Client Rights

6.1 It is the Client's right to:

(a) negotiate a costs agreement with Vistra Legal;

(b) negotiate the method of billing (e.g. task based or time based);

(c) request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;

(d) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;

(e) be notified as soon as is reasonably practicable of any significant change to any matter affecting costs;

(f) accept or reject any offer Vistra Legal makes for an interstate costs law to apply to your matter; and

(g) notify Vistra Legal that the Client requires an interstate costs law to apply to the matter.

6.2 If the Client requests an itemised invoice and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum invoice for the same matter, the additional costs may be recovered by Vistra Legal only if:

(a) when the lump sum invoice is given, Vistra Legal informs the Client in writing that the total amount of the legal costs specified in any itemised invoice may be higher than the amount specified in the lump sum invoice, and

(b) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.

6.3 If the Client has a dispute in relation to any aspect of Vistra Legal costs the Client has the following avenues of redress:

(a) in the first instance the Client should discuss its concerns with Vistra Legal so that any issue can be identified and Vistra Legal can have the opportunity of resolving the matter promptly and without it adversely impacting on its business relationship with Vistra Legal; and

(b) if the process in paragraph (a) fails, the Client may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of Vistra Legal costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.

7. Authorisation to Transfer Money from Trust Account

7.1 Vistra Legal may ask the Client to pay monies into a trust account in anticipation of fees or expenses. Unless otherwise agreed with the Client, Vistra Legal may determine not to incur fees or expenses in excess of the amount that Vistra Legal holds in trust on the Client's behalf or for which credit is approved.

7.2 The Client authorises Vistra Legal to receive directly into a trust account any judgment or settlement amount, or money received from any source in furtherance of the legal work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of Rule 42 of the Uniform General Rules.

7.3 Where monies were received in trust account, a trust statement will be forwarded to the Client upon completion of the matter.

8. Retention of Client Documents

8.1 On completion of the scope of work, or following termination (by either party) of Vistra Legal services, Vistra Legal will retain the Client documents for 7 years.

8.2 The Client's agreement to these terms constitutes the Client's authority for Vistra Legal to destroy the file after those 7 years, unless a longer prescription period applies. The authority does not relate to any documents which are deposited in safe custody which may, subject to agreement, be retained on the Client's behalf indefinitely. Vistra Legal is entitled to retain the Client's documents while there is money owing to Vistra Legal for legal and other costs.

8.3 The Client will be liable for the cost of storing and retrieving documents in storage and Vistra Legal professional fees in connection with this.

9. Termination

9.1 Vistra Legal may cease to act for the Client or refuse to perform further work, including:

(a) while any tax invoices for Legal Services remain unpaid;

(b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;

(c) if you fail to provide us with clear and timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;

(d) if you refuse to accept our advice;

(e) if you indicate to us or we form the view that you have lost confidence in us;

(f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;

(g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or

(h) if in our sole discretion we consider it is no longer appropriate to act for you; or

(i) for just cause.

9.2 Vistra Legal will give the Client reasonable written notice of termination of services. The Client will be required to pay Vistra Legal costs and fees incurred up to the date of termination.

9.3 The Client may terminate Vistra Legal Services by written notice at any time. However, if the Client does so the Client will be required to pay Vistra Legal costs and fees incurred up to the date of termination.

9.4 Without affecting any lien to which Vistra Legal is otherwise entitled at law over the Client's funds, papers and other property:

(a) Vistra Legal is entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in Vistra Legal's possession or control, until all costs, disbursements, interest and other moneys due to Vistra Legal have been paid; and

(b) the lien of Vistra Legal will continue notwithstanding that Vistra Legal ceases to act for the Client.

10. Jurisdiction

10.1 Notwithstanding anything to the contrary, the provision of Services by Vistra Legal is governed by the laws applicable in New South Wales, Australia.

APPENDIX A

STATEMENT OF WORKS

This Statement of Work is supplemental to the Agreement for Provision of Services by and between _____and **VISTRA AUSTRALIA** dated _____ (the "**Agreement**"), and is attached to, forms part of and is deemed to be incorporated into the Agreement. Unless otherwise defined herein, capitalized terms used in this Statement of Work shall have the same meaning ascribed to them in the Agreement. Any document referred to in this Statement of Work shall form part of this Statement of Work.

<table>
<tr><td>Services to be provided:</td><td>Additional Company(ies) for which Services will be provided by Vistra under the Services Agreement with _____, are as follows:

<table><tr><td></td><td>Company Name</td><td>Jurisdiction</td><td>Date of Incorporation</td><td>Company No.#</td></tr><tr><td>1</td><td></td><td></td><td></td><td></td></tr></table>
***Fiduciary Services / Nominee Directorship Services [REMOVE IF NOT APPLICABLE]

Put an "X" in the box where Vistra is required to provide fiduciary Services (specifically, nominee directorship Services) and in such case, the paragraph below shall apply. ☐

Where Vistra or a Nominee acts as a director(s) of the Company(ies), Vistra and the Nominee shall each be entitled to obtain and provide certain Client and/or Company information, including any required tax filings, to the relevant (tax) authorities as may be required by any applicable laws and/or regulations and/or direct to one or more foreign tax authorities (under the terms of the relevant legislation and regulation or, as the case may be, the mechanisms of the particular exchange agreement concerned) who, in each case may in turn similarly pass all or part of such information to one or more foreign tax authorities.</td></tr>
<tr><td>Start date of Services and term:</td><td>Start date:
Term:</td></tr>
<tr><td>Business activities of the Company(ies) and geographical location of those activities:</td><td>Business activities:
Geographical location of activities:</td></tr>
<tr><td>Fees and fee structure:</td><td></td></tr>
<tr><td>Any other points to be included:</td><td></td></tr>
</table>

Client Acknowledgement:

Signature	_____
Name:	_____
Company	_____
Date:	_____

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into on the 15th day of October 2023 by and between Ocean Street Partners, Inc. (hereinafter "Consultant") and Gelteq Ltd, an Australian corporation (hereinafter "Company").

HEREAFTER the Company and Consultant are referred to collectively as "Parties", and singularly as "Party".

WHEREAS the Parties desire to set forth the terms and conditions under which the said financial and strategic planning services shall be performed,

NOW, THEREFORE in consideration of the promises of the mutual covenants herein, the Parties hereto agree as follows:

ARTICLE I-SCOPE OF SERVICES

During the term of this Agreement, Consultant shall provide advice to undertake for, and consult with the Company and/or its subsidiaries concerning financial and strategic planning, including, corporate organization and structure, financial matters in connection with the operation of the business of the Company, expansion of services, and shall review and advise the Company regarding its overall progress, needs, and condition and the Services set out in the Schedule. Consultant agrees to provide on a timely basis the following enumerated services in addition to any other services contemplated thereby:

(a) Evaluate and assist in any potential joint venture and/or business development candidates for the Company.

(b) Interface, screen and potentially manage outside service providers including, but not limited to, assisting Investor and Media Relations on Company investor decks both pre and post IPO.

(c) Advise with recommendations regarding corporate financing including the structuring, terms, and content of bank loans, institutional loans, private debt funding, mezzanine financing, and other equity or debt financing of a public and/or private nature and work with Company to assemble and organize due diligence materials for presentation to potential financing sources.

(d) Assist in negotiating the terms and conditions of a financing as well as introduce potential investors and orders leading up to the IPO.

(e) Introduce the Company to business development opportunities, and capital sources to provide equity and/or debt financing.

(f) Review and provide advice and/or assistance in the presentation, design, style and functionality of the Company's public communication materials, including the Company's website and corporate presentations from time to time at various industry and/or investment banking conferences and tradeshows for the purpose of raising the public awareness of the Company and its properties.

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

(g) Manage, coordinate, and assist with a NASDAQ IPO and listing with an estimated goal of a successful listing on or before December 31, 2023.

(h) Work with the Company to identify and document the services to be provided by the Consultant to the Company in respect of post listing consulting services including advising the Company on what services and compliance matters will be required for the Company to comply with its obligations as a listed entity and assisting with such obligations. The fees paid under this agreement are in consideration of the provision of all such services.

Anything to the contrary in this Agreement notwithstanding, the services to be rendered by Consultant shall not include any activities which could be deemed by the Securities and Exchange Commission to constitute activities requiring Consultant to be registered as a broker-dealer under the Securities Exchange Act of 1934, as amended.

ARTICLE II-PERIOD OF PERFORMANCE

The Period of Performance under this Agreement shall begin immediately upon execution by both parties and will continue for an initial six (6) month period. Prior to the Company listing on the NASDAQ, this Agreement may be terminated by either party with at least 30 days advance written notice provided that the Consultant continues to provide the Services under this Agreement during the notice period. After the Company has listed on the NASDAQ, this Agreement may be canceled by either party with at least 60 days advance written notice provided that the Consultant continues to provide the Services under this Agreement during the notice period.

ARTICLE III-CONTRACTUAL RELATIONSHIP

In performing the services under this Agreement, Consultant shall operate as, and have the status of, an independent contractor. Consultant shall not have authority to enter into any contract binding the Company or create any obligations on the part of the Company, except as shall be specifically authorized by the Company. The Company and Consultant will be mutually responsible for determining the means and the methods for performing the services described in ARTICLE I.

ARTICLE IV-COMPENSATION

As full consideration for the performance of the basic services described above, the Company shall pay Consultant, or their broker dealer affiliate if applicable, compensation as set forth on Exhibit A to this Agreement.

ARTICLE V- DUE DILIGENCE MATERIAL

Subject to review by Consultant, the Company shall provide the required Due Diligence Materials. The Company represents and warrants that to the best of its knowledge: the information contained in its Due Diligence Materials will not include any misstatement of material fact or omit to state any material fact required to be stated therein or necessary to make statements contained therein, in light of the circumstances under which they are being made, not misleading. The Company agrees to advise Consultant immediately in writing of the occurrence of any event or any other change known to the Company which results in the Due Diligence Materials containing a misstatement of material fact or omitting any material fact required to be stated therein or necessary to make statements therein, in light of the circumstances under which they were made, not misleading. The Company agrees to be solely responsible for the accuracy and completeness of the Due Diligence Materials. The Consultant agrees to immediately notify the Company upon becoming aware of any inaccuracy or misstatement or misleading statement in the Due Diligence Materials. The Company further agrees that its failure or inability to expeditiously provide such data or information, or to secure timely access to key personnel and facilities, may have a material adverse effect on the scope, timing and success of this engagement. The Consultant agrees that it will notify the Company of all materials that it requires in a timely manner sufficient for the Company to prepare the Due Diligence Materials having regard to the nature of the requirement. The Company authorizes Consultant, as its agent, to furnish any financing source with copies of the Due Diligence Materials and any other documents or relevant information supplied to Consultant, so long as the source is under NDA. Since Consultant must at all times rely upon the accuracy and completeness of information supplied to it by the Company's officers, directors, agents, and employees, the Company agrees to indemnify, hold harmless, and defend Consultant, its officers, agents or employees at the Company's expense, in any proceeding or suit which may arise out of and/or due to any inaccuracy or incompleteness of such Due Diligence Material supplied by the Company to Consultant.

Company acknowledges that there is an affirmative obligation on its part to use its best efforts to assist Consultant in its efforts and performance under this Agreement, such as making Company representatives reasonably available for participation in investor presentations and meetings, providing reasonable responses to and/or documentation addressing requests for Due Diligence Material and other actions as Consultant may reasonably request in its sole discretion. The Consultant acknowledges that it must provide sufficient notice to the Company of requirements of the Company set out in this clause in order for the Company to comply and have sufficient time to prepare for such presentations and meetings.

ARTICLE VI-INDEMNIFICATION

Company's indemnity to the Consultant: The Company agrees to indemnify, defend and hold harmless the Consultant, its officers and its respective agents and affiliates against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened, or any claim whatsoever) arising out of the Company's performance of its obligations hereunder or any violation or alleged violation by Company of any law relating thereto. This indemnity shall not apply either in full or part, and Consultant shall indemnify and hold Company and its respective agents harmless from and against all liabilities, where the liability was caused or contributed by the Consultant's or its agents' or affiliates' act, omission, negligence or breach of this Agreement or law.

Consultant's indemnity to Company: The Consultant agrees to indemnify, defend and hold harmless the Company, its officers and its respective agents and affiliates against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened, or any claim whatsoever) arising out of the Consultant's performance of its obligations hereunder or any violation or alleged violation by Consultant of any law relating thereto. This indemnity shall not apply either in full or part, and Company shall indemnify and hold Consultant and its respective agents harmless from and against all liabilities, where the liability was caused or contributed by the Company's or its agents' or affiliates' act, omission, negligence or breach of this Agreement or law.

ARTICLE VII-ASSIGNMENT

This Agreement may not be assigned by either Party, including but limited to assignment by operation of law, without the express written consent of the other Party, which consent such Party may grant or withhold in its sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. A change of control of the Consultant will be a deemed assignment as though the entity taking control was an assignee.

ARTICLE VIII-REPRESENTATIVE AND NOTICES

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the day of transmission if sent via email or facsimile transmission during normal business hours, and on the day immediately following transmission if sent via email or facsimile after normal business hours, to the email address or facsimile number given below, and confirmation of receipt is obtained promptly after completion of transmission; (c) on the day after delivery to Federal Express or a similar overnight courier or the Express Mail service maintained by the United States Postal Service; or (d) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Company:

Gelteq Ltd
[*****]
Attention: [*****]
Email: [*****]

If to Consultant:

Ocean Street Partners, Inc.
[*****]
Attention: [*****]
Facsimile: [*****]
Email: [*****]

Any Party may change its address for the purpose of this section by giving the other Party written notice of its new address in the manner set forth above.

ARTICLE IX-GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

If a dispute arises out of or relates to this Agreement, a party must not commence any court or other proceedings relating to the dispute and agrees instead to follow the following procedure:

(a) the party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute;

(b) on receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute using informal dispute resolution techniques such as mediation, expert evaluation, arbitration or similar methods agreed by them;

(c) if the parties do not agree within 10 days of receipt of the notice (or such further period as the parties agree in writing) as to:

A. the dispute resolution method and procedures to be adopted;

B. the timetable for all steps in those procedures; and

C. the selection and compensation of the independent person required for such method,

the parties must mediate the dispute in accordance with the Mediation Rules of the International Chamber of Commerce. The parties agree that no dispute arising under this agreement will be brought or litigated in a court.

ARTICLE X-OTHER ACTIVITIES OF CONSULTANT

The Company recognizes that Consultant now renders and may continue to render services of the same nature as it will be rendering to the Company to other companies that may conduct business and activities similar to those of the Company. Nothing in this Agreement shall prevent or prohibit Consultant from working with any other person or entity (a "Third Party") at any time provided that the Third Party does not provide or manufacture gel based nutritional or supplement products Consultant shall not be required to devote its full time and attention to the performance of its duties under this Agreement, but shall devote only so much of its time and attention as it deems reasonable or necessary in order to provide the agreed upon services hereunder. The Consultant agrees that it will resource its obligations under this Agreement so that it is responsive to the Company and is able to meet agreed project deadlines.

ARTICLE XI – CONFIDENTIALITY

Confidential Information includes any information marked as confidential and any information received or developed by the Company, which is not publicly available relating to any aspect of the Company's actual business, proposed business or that of its affiliates or associates or subsidiaries (including without limitation: and any formulations, customer data, supplier information, ingredients, fundraising strategy, information pertaining to the proposed listing, investor and prospective investor information, investment documents, marketing decks, prospective clients, recipes, product data, strategies, patents, marketing information, strategy and proposed products) , whether provided directly to the Consultant or made available to the Consultant in any form whether material, document or verbal.

The Consultant agrees to keep the Confidential Information confidential and to use and disclose such information only for the purposes of performance of its obligations under this Agreement and otherwise if such disclosure is in the best interests of the Company.

The Consultant agrees that it will:

(a) not disclose any Confidential Information to anyone else except as permitted under this Agreement and the recipient is aware of and will be bound in writing by confidentiality obligations; and

(b) limit the disclosure of the Confidential Information within its own organization only to those of its officers, contractors, and employees to whom such disclosure is strictly necessary for the purposes of this Agreement and who have been made aware of its confidential nature and have agreed to keep the information confidential in accordance with the terms of this clause.

The obligations of confidentiality in this clause will not apply to information which:

(a) is generally available in the public domain except where such availability is as a result of a breach of this Agreement; or

(b) is required to be disclosed by an applicable law or court order.

The Consultant agrees to indemnify the Company fully against all damages, losses, liabilities, claims, costs and expenses which the Company incur either directly or indirectly as a result of any breach of this clause by the Consultant.

ARTICLE XI(A) - INTELLECTUAL PROPERTY

The provision of the Services may include the development of Intellectual Property **(Materials)** either solely or jointly with others. The Contractor hereby:

(a) assigns immediately, upon creation of the Materials, to the Company absolutely all rights), title, and interest in and to the Materials and all Intellectual Property in the Materials for use in any manner and in all media now known or in the future devised;

(b) warrants to the Company that:

(i) it will not either on its own or via a third party or provide assistance to a third party to breach, infringe or circumvent the intellectual property rights of the Company in the Materials or any intellectual property owned or licensed by the Company;

(ii) the use and exploitation of the Materials by the Company will not constitute an infringement of the copyright, other Intellectual Property rights, or Moral Rights held by a third party or a breach of a duty of confidence owed to a third party;

(iii) the Contractor has not entered, and will not enter, into any agreement that would prevent or limit the Company's rights under this Agreement; and

(iv) the Contractor has not, and will not, charge or otherwise encumber, assign or in any way deal with the Materials.

ARTICLE XII-MISCELLANEOUS

This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof, and supersedes and cancels any prior communications, understandings and agreements between the Parties.

The parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in this Agreement and that, in respect of this Agreement or any part of it including the transactions contemplated pursuant to this Agreement, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

No agreements hereafter made between the Parties shall be binding on either Party unless reduced to writing and signed by an authorized officer of the Party bound thereby.

This Agreement may be executed in counterpart signatures, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or scanned email transmission or DocuSign, or equivalent, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.

The invalidity, illegality, or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality, or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion thereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be reformed, construed, and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

Each party must pay its costs of entering into and negotiation of this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first noted above.

GELTEQ PTY LTD

/s/ NATHAN GIVONI DATE 18/10/23

BY: NATHAN GIVONI
ITS: CEO & BOARD DIRECTOR

(I acknowledge that I have the authority to bind the corporation)

OCEAN STREET PARTNERS, INC.

/s/ Authorized Signatory DATE 10/15/23
BY: Authorized Signatory
ITS: **PRESIDENT**
(I acknowledge that I have the authority to bind the corporation)

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential.

OCEAN STREET PARTNERS

EXHIBIT A

COMPENSATION

Item No	Item	Description	
1.	**Date of Agreement**	15 October 2023	
2.	**Company details**	**Company name**	Gelteq Ltd
		ACN	**916 501 254**
		Address	**[*****]**
		Contact	**[*****]**
		Email	**[*****]**
3.	**Contractor details**	**Company name**	Ocean Street Partners Inc
		Company Number	[insert]
		Address	**[*****]**
		Phone	**[*****]**
		Email	**[*****]**
4.	**Representative details**	**Name**	**[*****]**
		Phone	**[*****]**
		Email	**[*****]**
5.	**Commencement Date**	15 October 2023	
6.	**Services**	**Pre IPO Services** (a) Evaluate and assist in any potential joint venture and/or business development candidates for the Company. (b) Interface, screen and potentially manage outside service providers including, but not limited to, assisting Investor and Media Relations on Company investor decks both pre and post IPO. (c) Advise with recommendations regarding corporate financing including the structuring, terms, and content of bank loans, institutional loans, private debt funding, mezzanine financing, and other equity or debt financing of a public and/or private nature and work with Company to assemble and organize due diligence materials for presentation to potential financing sources.	

OCEAN STREET PARTNERS

		(d) Introduce the Company to business development opportunities, and capital sources to provide equity and/or debt financing. (e) Review and provide advice and/or assistance in the presentation, design, style and functionality of the Company's public communication materials, including the Company's website and corporate presentations from time to time at various industry and/or investment banking conferences and tradeshows for the purpose of raising the public awareness of the Company and its properties. (f) Assist with a NASDAQ IPO and listing with an estimated goal of a successful listing on or before December 31, 2023. **Post IPO Services** (a) Work with the Company on what services and compliance matters will be required for the Company to comply with its obligations as a listed entity and assisting with such obligations. (b) Advice regarding the Company's obligations as a NASDAQ listed entity. (c) Advice regarding the regulations and standards and best practice that the Company must adhere to as a NASDAQ listed entity. (d) Assist with any relevant policies and procedures required by the Company to comply with its listing obligations. (e) Review the Company's systems and process in particular with regards to reporting obligations. (f) Provide the Company with advice on its reporting obligations. (g) Review and advise on the Company's corporate governance policies and procedures. (h) Advice on board composition and diversity and meeting requirements. Anything to the contrary in this Agreement notwithstanding, the services to be rendered by Consultant shall not include any activities which could be deemed by the Securities and Exchange Commission to constitute activities requiring Consultant to be registered as a broker-dealer under the *Securities Exchange Act of 1934*, as amended.
7.	**Contract Fee**	For the purposes of this Agreement, the Listing Date is achieved if the Company, with the assistance of R.F. Lafferty has listed on the NASDAQ exchange by 31st December 2023 and will be the date that the Company is listed on the NASDAQ. If the listing has not occurred by that date, or if this Agreement is terminated prior to the Listing Date then the Listing Date will not have been achieved.

OCEAN STREET
PARTNERS

Shares

Upon listing, 20,000 Common Shares in the Company are to be issued to the Contractor.

If the Listing Date is not achieved, through no fault of the Company, by 31 December 2023 then the parties agree that the Contractor will not be eligible for the Shares.

Cash bonus

The Company agrees to pay the Consultant the amount of US$100,000 within 5 business days of the Listing Date and receipt by the Company of the net proceeds of the listing.

If the Listing Date is not achieved, through no fault of the Company, by 31 December 2023 then the parties agree that the Contractor will not be eligible for the Cash Bonus.

Business development

Should any potential business development opportunities arise through contacts of Contractor, then the Company agrees to pay the Contractor the BD Fee provided that:

(c) the contact was not known to the Company at the time of the Contractor making an introduction;

(d) if prior to the Company's IPO: a executed business opportunity to the Company exceeds US$500,000 in sales revenue is executed after the date of this Agreement;.

(e) if after the Company's IPO: the business opportunity to the Company exceeds US$1,000,000;

(f) provided that there are no fees owed on that transaction to any third party including R.F. Lafferty.

The BD Fee will be:

(g) if prior to the Company's IPO: three quarters of one percent (0.75%) of the total number of Ordinary Shares in the Company issued as at the time of execution of this Agreement; or

(h) if after the Company's IPO: three quarters of one percent (0.75%) of the total number of Ordinary Shares in the Company as at the time of execution of this Agreement.

Reimbursement

The Company agrees to reimburse reasonable out of pocket expenses incurred by the Consultant that have been approved by the Company prior to being incurred.

Exhibit 10.22

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential

DEED OF VARIATION TO LOAN AGREEMENT

This Variation Deed is dated 9/10/2023.

Schedule

Agreement:	Loan Deed dated 20 January 2022 and Deed of Variation to Loan Agreement dated 3 January 2023
Parties to Deed:	Gelteq Limited ACN 619 501 254 (formerly Gelteq Pty Ltd); and ACK Pty Ltd ATF Markoff Superannuation Fund No.2
Variation Date:	9 October 2023

RECITALS

A. The parties entered into the Loan Deed dated 20 January 2022.

B. The parties entered into the Deed of Variation to the Loan Deed on 3 January 2023, extending the original loan term from 15 July 2023 to 15 July 2024.

C. The parties to the Agreements wish to vary the Agreements, extending the loan term to 31 December 2024, as set out herein.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

(a) Definitions

In this Variation Deed, unless the context requires otherwise, capitalised terms have the meaning set out below and, in the table, above.

Variation Deed means this document as executed between the parties and its schedules and annexures.

(b) Interpretation

In this Variation Deed, unless the context requires otherwise:

(i) each of the descriptions in the Schedule has the same meaning in the Agreement;

(ii) any terms defined in the Agreement which are capitalised in this Variation Deed have the same meaning as set out in the Agreement, unless defined in clause 1(a);

(iii) singular words include plural and vice versa; and

(iv) words expressed in one gender include all genders.

2. Variations to Deed

(a) The parties agree to vary the Agreement in accordance with this Variation Deed, effective from the Variation Date.

(b) The parties agree that this Variation Deed forms a valid instrument of variation under the Agreement.

(c) Each party warrants and represents to the other that it has the power and authority to enter into this Variation Deed.

(d) Except as varied in this Variation Deed and the Schedule, the parties agree that all other terms and conditions of the Agreement continue in full force and effect.

3. Obligations

Effective from the Variation Date, the parties agree to each comply with their obligations under the Agreement, as varied by this Variation Deed, in the same way as if those obligations were repeated in full in this Variation Deed, with only those changes necessary for them to apply to this Variation Deed.

4. Variations

The parties agree to vary the Agreement as follows, from the Variation Date:

No.	Item/Clause No.	Amendment
(a)	Clause 3(a)	Replace “15 July 2024”, a date which was varied by Clause 4 of the Variation to Loan Agreement dated 3 January 2023, with “31 December 2024”.

5. Further Assurances

Each party must, from time to time and in a timely manner, do all things reasonably necessary (including obtaining consents and obtaining execution and completion of documents) to:

(a) bind the parties under this Variation Deed and the Agreement; and

(b) give full effect to this Variation Deed and the Agreement.

6. General

(a) **No representations or warranties:** The parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in this Variation Deed and that, in respect of this Variation Deed or any part of it including the transactions contemplated pursuant to this Variation Deed, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

(b) **Costs:** Each party agrees to pay its own costs in connection with the negotiation, signing and performance of this Variation Deed.

(c) **Counterparts:** This document may be executed in a number of counterparts, all counterparts when put together will constitute one instrument. The parties agree that each party may sign this agreement by PDF or other electronic means and that such signature shall be binding on the party.

(d) **Joint obligations:** If any person named in this Variation agreement is made up of more than one individual or corporation, they must all perform their obligations under this assignment jointly and severally.

(e) **No relationship:** Except where expressly stated otherwise in this Variation Deed, this Variation Deed does not create a relationship of partnership, employment, trust or agency between the parties and no party has the authority to act on behalf of, or bind, any other party.

(f) **Severance:** If any provision of this Variation Deed is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Variation Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Variation Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Variation Deed.

(g) **Waiver and variations:** A failure by either party to take action to enforce its rights does not constitute a waiver of any right or remedy under this Variation Deed unless it is in writing signed by the party granting the waiver. This Variation Deed may only be varied in writing, signed by each party.

Executed as a Deed:

Signed, sealed and delivered by **Gelteq Limited** in accordance with section 127 of the *Corporations Act 2001*:

Director	*/S/ Nathan Givoni*
Print Full Name	**Nathan Givoni**
Director/Secretary	*/S/ Simon Szewach*
Print Full Name	**Simon Szewach**

Signed, sealed and delivered by **ACK Pty Ltd ATF Markoff Superannuation Fund No.2** in accordance with section 127 of the *Corporations Act 2001*:

Director	*/S/ Jeffrey Markoff*
Print Full Name	**Jeffrey Markoff**
Director/Secretary	*/S/ Authorized Signatory*
Print Full Name	**Authorized Signatory**

DEED OF VARIATION TO LOAN AGREEMENT

This Variation Deed is dated 9/10/2023.

Schedule

Agreement:	Loan Deed dated 20 January 2022 and Deed of Variation to Loan Agreement dated 3 January 2023
Parties to Deed:	Gelteq Limited ACN 619 501 254 (formerly Gelteq Pty Ltd); and KDC Investments Pty Ltd ATF Lieb Family Superannuation Fund
Variation Date:	9 October 2023

RECITALS

A. The parties entered into the Loan Deed dated 20 January 2022.

B. The parties entered into the Deed of Variation to the Loan Deed on 3 January 2023, extending the original loan term from 15 July 2023 to 15 July 2024.

C. The parties to the Agreements wish to vary the Agreements, extending the loan term to 31 December 2024, as set out herein.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

(a) Definitions

In this Variation Deed, unless the context requires otherwise, capitalised terms have the meaning set out below and, in the table, above.

Variation Deed means this document as executed between the parties and its schedules and annexures.

(b) Interpretation

In this Variation Deed, unless the context requires otherwise:

(v) each of the descriptions in the Schedule has the same meaning in the Agreement;

(vi) any terms defined in the Agreement which are capitalised in this Variation Deed have the same meaning as set out in the Agreement, unless defined in clause 1(a);

(vii) singular words include plural and vice versa; and

(viii) words expressed in one gender include all genders.

2. Variations to Deed

(a) The parties agree to vary the Agreement in accordance with this Variation Deed, effective from the Variation Date.

(b) The parties agree that this Variation Deed forms a valid instrument of variation under the Agreement.

(c) Each party warrants and represents to the other that it has the power and authority to enter into this Variation Deed.

(d) Except as varied in this Variation Deed and the Schedule, the parties agree that all other terms and conditions of the Agreement continue in full force and effect.

3. Obligations

Effective from the Variation Date, the parties agree to each comply with their obligations under the Agreement, as varied by this Variation Deed, in the same way as if those obligations were repeated in full in this Variation Deed, with only those changes necessary for them to apply to this Variation Deed.

4. Variations

The parties agree to vary the Agreement as follows, from the Variation Date:

No.	Item/Clause No.	Amendment
(a)	Clause 3(a)	Replace "15 July 2024", a date which was varied by Clause 4 of the Variation to Loan Agreement dated 3 January 2023, with "31 December 2024".

5. Further Assurances

Each party must, from time to time and in a timely manner, do all things reasonably necessary (including obtaining consents and obtaining execution and completion of documents) to:

(a) bind the parties under this Variation Deed and the Agreement; and

(b) give full effect to this Variation Deed and the Agreement.

6. General

(a) **No representations or warranties:** The parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in this Variation Deed and that, in respect of this Variation Deed or any part of it including the transactions contemplated pursuant to this Variation Deed, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

(b) **Costs:** Each party agrees to pay its own costs in connection with the negotiation, signing and performance of this Variation Deed.

(c) **Counterparts:** This document may be executed in a number of counterparts, all counterparts when put together will constitute one instrument. The parties agree that each party may sign this agreement by PDF or other electronic means and that such signature shall be binding on the party.

(d) **Joint obligations:** If any person named in this Variation agreement is made up of more than one individual or corporation, they must all perform their obligations under this assignment jointly and severally.

(e) **No relationship:** Except where expressly stated otherwise in this Variation Deed, this Variation Deed does not create a relationship of partnership, employment, trust or agency between the parties and no party has the authority to act on behalf of, or bind, any other party.

(f) **Severance:** If any provision of this Variation Deed is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Variation Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Variation Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Variation Deed.

(g) **Waiver and variations:** A failure by either party to take action to enforce its rights does not constitute a waiver of any right or remedy under this Variation Deed unless it is in writing signed by the party granting the waiver. This Variation Deed may only be varied in writing, signed by each party.

Executed as a Deed:

Signed, sealed and delivered by **Gelteq Limited** in accordance with section 127 of the *Corporations Act 2001*:

Director	*/S/ Nathan Givoni*
Print Full Name	**Nathan Givoni**

Director/Secretary
Print Full Name

/S/ Simon Szewach
Simon Szewach

Signed, sealed and delivered by **KDC Investments Pty Ltd ATF Lieb Family Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001*:

Director
Print Full Name

/S/ Authorized Signatory
Authorized Signatory

DEED OF VARIATION TO LOAN AGREEMENT

This Variation Deed is dated 9/10/2023.

Schedule

Agreement:	Loan Deed dated 20 January 2022 and Deed of Variation to Loan Agreement dated 3 January 2023
Parties to Deed:	Gelteq Limited ACN 619 501 254 (formerly Gelteq Pty Ltd); and Juergen Rochert
Variation Date:	9 October 2023

RECITALS

A. The parties entered into the Loan Deed dated 20 January 2022.

B. The parties entered into the Deed of Variation to the Loan Deed on 3 January 2023, extending the original loan term from 15 July 2023 to 15 July 2024.

C. The parties to the Agreements wish to vary the Agreements, extending the loan term to 31 December 2024, as set out herein.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

(a) Definitions

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(iii) singular words include plural and vice versa; and

(iv) words expressed in one gender include all genders.

2. Variations to Deed

(a) The parties agree to vary the Agreement in accordance with this Variation Deed, effective from the Variation Date.

(b) The parties agree that this Variation Deed forms a valid instrument of variation under the Agreement.

(c) Each party warrants and represents to the other that it has the power and authority to enter into this Variation Deed.

(d) Except as varied in this Variation Deed and the Schedule, the parties agree that all other terms and conditions of the Agreement continue in full force and effect.

3. Obligations

Effective from the Variation Date, the parties agree to each comply with their obligations under the Agreement, as varied by this Variation Deed, in the same way as if those obligations were repeated in full in this Variation Deed, with only those changes necessary for them to apply to this Variation Deed.

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The parties agree to vary the Agreement as follows, from the Variation Date:

No.	Item/Clause No.	Amendment
(a)	Clause 3(a)	Replace “15 July 2024”, a date which was varied by Clause 4 of the Variation to Loan Agreement dated 3 January 2023, with “31 December 2024”.

5. Further Assurances

Each party must, from time to time and in a timely manner, do all things reasonably necessary (including obtaining consents and obtaining execution and completion of documents) to:

(a) bind the parties under this Variation Deed and the Agreement; and

(b) give full effect to this Variation Deed and the Agreement.

6. General

(a) **No representations or warranties:** The parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in this Variation Deed and that, in respect of this Variation Deed or any part of it including the transactions contemplated pursuant to this Variation Deed, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

(b) **Costs:** Each party agrees to pay its own costs in connection with the negotiation, signing and performance of this Variation Deed.

(c) **Counterparts:** This document may be executed in a number of counterparts, all counterparts when put together will constitute one instrument. The parties agree that each party may sign this agreement by PDF or other electronic means and that such signature shall be binding on the party.

(d) **Joint obligations:** If any person named in this Variation agreement is made up of more than one individual or corporation, they must all perform their obligations under this assignment jointly and severally.

(e) **No relationship:** Except where expressly stated otherwise in this Variation Deed, this Variation Deed does not create a relationship of partnership, employment, trust or agency between the parties and no party has the authority to act on behalf of, or bind, any other party.

(f) **Severance:** If any provision of this Variation Deed is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Variation Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Variation Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Variation Deed.

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Executed as a Deed:

Signed, sealed and delivered by **Gelteq Limited** in accordance with section 127 of the *Corporations Act 2001*:

Director	*/S/ Nathan Givoni*
Print Full Name	**Nathan Givoni**
Director/Secretary	*/S/ Simon Szewach*
Print Full Name	**Simon Szewach**

Signed, sealed and delivered by **Juergen Rochert** in accordance with section 127 of the *Corporations Act 2001*:

	/S/ Jurgen Rochert
Print Full Name	**Juergen Rochert**

DEED OF VARIATION TO LOAN AGREEMENT

This Variation Deed is dated 9/10/2023.

Schedule

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Parties to Deed:	Gelteq Limited ACN 619 501 254 (formerly Gelteq Pty Ltd); and Jeffrey Olyniec
Variation Date:	9 October 2023

RECITALS

A. The parties entered into the Loan Deed dated 20 January 2022.

B. The parties entered into the Deed of Variation to the Loan Deed on 3 January 2023, extending the original loan term from 15 July 2023 to 15 July 2024.

C. The parties to the Agreements wish to vary the Agreements, extending the loan term to 31 December 2024, as set out herein.

OPERATIVE PROVISIONS

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(c) Each party warrants and represents to the other that it has the power and authority to enter into this Variation Deed.

(d) Except as varied in this Variation Deed and the Schedule, the parties agree that all other terms and conditions of the Agreement continue in full force and effect.

3. Obligations

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No.	Item/Clause No.	Amendment
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5. Further Assurances

Each party must, from time to time and in a timely manner, do all things reasonably necessary (including obtaining consents and obtaining execution and completion of documents) to:

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6. General

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(f) **Severance:** If any provision of this Variation Deed is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Variation Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Variation Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Variation Deed.

(g) **Waiver and variations:** A failure by either party to take action to enforce its rights does not constitute a waiver of any right or remedy under this Variation Deed unless it is in writing signed by the party granting the waiver. This Variation Deed may only be varied in writing, signed by each party.

Executed as a Deed:

Signed, sealed and delivered by **Gelteq Limited** in accordance with section 127 of the *Corporations Act 2001*:

Director	*/S/ Nathan Givoni*
Print Full Name	**Nathan Givoni**
Director/Secretary	*/S/ Simon Szewach*
Print Full Name	**Simon Szewach**

Signed, sealed and delivered by **Jeffrey Olyniec** in accordance with section 127 of the *Corporations Act 2001*:

	/S/ Jeffrey Olyniec
Print Full Name	**Jeffrey Olyniec**

DEED OF VARIATION TO LOAN AGREEMENT

This Variation Deed is dated 9/10/2023.

Schedule

Agreement:	Loan Deed dated 20 January 2022 and Deed of Variation to Loan Agreement dated 3 January 2023
Parties to Deed:	Gelteq Limited ACN 619 501 254 (formerly Gelteq Pty Ltd); and Andrew Vukosav Superannuation Account
Variation Date:	9 October 2023

RECITALS

A. The parties entered into the Loan Deed dated 20 January 2022.

B. The parties entered into the Deed of Variation to the Loan Deed on 3 January 2023, extending the original loan term from 15 July 2023 to 15 July 2024.

C. The parties to the Agreements wish to vary the Agreements, extending the loan term to 31 December 2024, as set out herein.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

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(i) each of the descriptions in the Schedule has the same meaning in the Agreement;

(ii) any terms defined in the Agreement which are capitalised in this Variation Deed have the same meaning as set out in the Agreement, unless defined in clause 1(a);

(iii) singular words include plural and vice versa; and

(iv) words expressed in one gender include all genders.

2. Variations to Deed

(h) The parties agree to vary the Agreement in accordance with this Variation Deed, effective from the Variation Date.

(i) The parties agree that this Variation Deed forms a valid instrument of variation under the Agreement.

(j) Each party warrants and represents to the other that it has the power and authority to enter into this Variation Deed.

(k) Except as varied in this Variation Deed and the Schedule, the parties agree that all other terms and conditions of the Agreement continue in full force and effect.

3. Obligations

Effective from the Variation Date, the parties agree to each comply with their obligations under the Agreement, as varied by this Variation Deed, in the same way as if

those obligations were repeated in full in this Variation Deed, with only those changes necessary for them to apply to this Variation Deed.

4. Variations

The parties agree to vary the Agreement as follows, from the Variation Date:

No.	Item/Clause No.	Amendment
(a)	Clause 3(a)	Replace "15 July 2024", a date which was varied by Clause 4 of the Variation to Loan Agreement dated 3 January 2023, with "31 December 2024".

5. Further Assurances

Each party must, from time to time and in a timely manner, do all things reasonably necessary (including obtaining consents and obtaining execution and completion of documents) to:

(a) bind the parties under this Variation Deed and the Agreement; and

(b) give full effect to this Variation Deed and the Agreement.

6. General

(a) **No representations or warranties:** The parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in this Variation Deed and that, in respect of this Variation Deed or any part of it including the transactions contemplated pursuant to this Variation Deed, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

(b) **Costs:** Each party agrees to pay its own costs in connection with the negotiation, signing and performance of this Variation Deed.

(c) **Counterparts:** This document may be executed in a number of counterparts, all counterparts when put together will constitute one instrument. The parties agree that each party may sign this agreement by PDF or other electronic means and that such signature shall be binding on the party.

(d) **Joint obligations:** If any person named in this Variation agreement is made up of more than one individual or corporation, they must all perform their obligations under this assignment jointly and severally.

(e) **No relationship:** Except where expressly stated otherwise in this Variation Deed, this Variation Deed does not create a relationship of partnership, employment, trust or agency between the parties and no party has the authority to act on behalf of, or bind, any other party.

(f) **Severance:** If any provision of this Variation Deed is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Variation Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Variation Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Variation Deed.

(g) **Waiver and variations:** A failure by either party to take action to enforce its rights does not constitute a waiver of any right or remedy under this Variation Deed unless it is in writing signed by the party granting the waiver. This Variation Deed may only be varied in writing, signed by each party.

Executed as a Deed:

Signed, sealed and delivered by **Gelteq Limited** in accordance with section 127 of the *Corporations Act 2001*:

Director — */S/ Nathan Givoni*
Print Full Name — **Nathan Givoni**

Director/Secretary — */S/ Simon Szewach*
Print Full Name — **Simon Szewach**

Signed, sealed and delivered by **Andrew Vukosav Superannuation Account** in accordance with section 127 of the *Corporations Act 2001*:

Director — */S/ Authorized Signatory*
Print Full Name — **Authorized Signatory**

DEED OF VARIATION TO LOAN AGREEMENT

This Variation Deed is dated 9/10/2023.

Schedule

Agreement:	Loan Deed dated 20 January 2022 and Deed of Variation to Loan Agreement dated 3 January 2023
Parties to Deed:	Gelteq Limited ACN 619 501 254 (formerly Gelteq Pty Ltd); and 3 Frogs in A Pond Pty Ltd ATF GTG Superannuation Fund
Variation Date:	9 October 2023

RECITALS

A. The parties entered into the Loan Deed dated 20 January 2022.

B. The parties entered into the Deed of Variation to the Loan Deed on 3 January 2023, extending the original loan term from 15 July 2023 to 15 July 2024.

C. The parties to the Agreements wish to vary the Agreements, extending the loan term to 31 December 2024, as set out herein.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

(a) Definitions

In this Variation Deed, unless the context requires otherwise, capitalised terms have the meaning set out below and, in the table, above.

Variation Deed means this document as executed between the parties and its schedules and annexures.

(b) Interpretation

In this Variation Deed, unless the context requires otherwise:

(i) each of the descriptions in the Schedule has the same meaning in the Agreement;

(ii) any terms defined in the Agreement which are capitalised in this Variation Deed have the same meaning as set out in the Agreement, unless defined in clause 1(a);

(iii) singular words include plural and vice versa; and

(iv) words expressed in one gender include all genders.

2. Variations to Deed

(a) The parties agree to vary the Agreement in accordance with this Variation Deed, effective from the Variation Date.

(b) The parties agree that this Variation Deed forms a valid instrument of variation under the Agreement.

(c) Each party warrants and represents to the other that it has the power and authority to enter into this Variation Deed.

(d) Except as varied in this Variation Deed and the Schedule, the parties agree that all other terms and conditions of the Agreement continue in full force and effect.

3. Obligations

Effective from the Variation Date, the parties agree to each comply with their obligations under the Agreement, as varied by this Variation Deed, in the same way as if those obligations were repeated in full in this Variation Deed, with only those changes necessary for them to apply to this Variation Deed.

4. Variations

The parties agree to vary the Agreement as follows, from the Variation Date:

No.	Item/Clause No.	Amendment
(a)	Clause 3(a)	Replace “15 July 2024”, a date which was varied by Clause 4 of the Variation to Loan Agreement dated 3 January 2023, with “31 December 2024”.

5. Further Assurances

Each party must, from time to time and in a timely manner, do all things reasonably necessary (including obtaining consents and obtaining execution and completion of documents) to:

(a) bind the parties under this Variation Deed and the Agreement; and

(b) give full effect to this Variation Deed and the Agreement.

6. General

(a) **No representations or warranties:** The parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in this Variation Deed and that, in respect of this Variation Deed or any part of it including the transactions contemplated pursuant to this Variation Deed, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

(b) **Costs:** Each party agrees to pay its own costs in connection with the negotiation, signing and performance of this Variation Deed.

(c) **Counterparts:** This document may be executed in a number of counterparts, all counterparts when put together will constitute one instrument. The parties agree that each party may sign this agreement by PDF or other electronic means and that such signature shall be binding on the party.

(d) **Joint obligations:** If any person named in this Variation agreement is made up of more than one individual or corporation, they must all perform their obligations under this assignment jointly and severally.

(e) **No relationship:** Except where expressly stated otherwise in this Variation Deed, this Variation Deed does not create a relationship of partnership, employment, trust or agency between the parties and no party has the authority to act on behalf of, or bind, any other party.

(f) **Severance:** If any provision of this Variation Deed is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Variation Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Variation Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Variation Deed.

(g) **Waiver and variations:** A failure by either party to take action to enforce its rights does not constitute a waiver of any right or remedy under this Variation Deed unless it is in writing signed by the party granting the waiver. This Variation Deed may only be varied in writing, signed by each party.

Executed as a Deed:

Signed, sealed and delivered by **Gelteq Limited** in accordance with section 127 of the *Corporations Act 2001*:

Director	*/S/ Nathan Givoni*
Print Full Name	**Nathan Givoni**
Director/Secretary	*/S/ Simon Szewach*
Print Full Name	**Simon Szewach**

Signed, sealed and delivered by **3 Frogs in A Pond Pty Ltd ATF GTG Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001*:

Director	*/S/ Authorized Signatory*
Print Full Name	**Authorized Signatory**

DEED OF VARIATION TO LOAN AGREEMENT

This Variation Deed is dated 9/10/2023.

Schedule

Agreement:	Loan Deed dated 20 January 2022 and Deed of Variation to Loan Agreement dated 3 January 2023
Parties to Deed:	Gelteq Limited ACN 619 501 254 (formerly Gelteq Ply Ltd); and B&M Givoni Pty Ltd ATF B&M Givoni Superannuation Fund
Variation Date:	9 October 2023

RECITALS

A. The parties entered into the Loan Deed dated 20 January 2022.

B. The parties entered into the Deed of Variation to the Loan Deed on 3 January 2023, extending the original loan term from 15 July 2023 to 15 July 2024.

C. The parties to the Agreements wish to vary the Agreements, extending the loan term to 31 December 2024, as set out herein.

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(i) each of the descriptions in the Schedule has the same meaning in the Agreement;

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(iii) singular words include plural and vice versa; and

(iv) words expressed in one gender include all genders.

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(a) The parties agree to vary the Agreement in accordance with this Variation Deed, effective from the Variation Date.

(b) The parties agree that this Variation Deed forms a valid instrument of variation under the Agreement.

(c) Each party warrants and represents to the other that it has the power and authority to enter into this Variation Deed.

(d) Except as varied in this Variation Deed and the Schedule, the parties agree that all other terms and conditions of the Agreement continue in full force and effect.

3. Obligations

Effective from the Variation Date, the parties agree to each comply with their obligations under the Agreement, as varied by this Variation Deed, in the same way as if those obligations were repeated in full in this Variation Deed, with only those changes necessary for them to apply to this Variation Deed.

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The parties agree to vary the Agreement as follows, from the Variation Date:

No.	Item/Clause No.	Amendment
(a)	Clause 3(a)	Replace "15 July 2024", a date which was varied by Clause 4 of the Variation to Loan Agreement dated 3 January 2023, with "31 December 2024".

5. Further Assurances

Each party must, from time to time and in a timely manner, do all things reasonably necessary (including obtaining consents and obtaining execution and completion of documents) to:

(a) bind the parties under this Variation Deed and the Agreement; and

(b) give full effect to this Variation Deed and the Agreement.

6. General

(a) **No representations or warranties:** The parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in this Variation Deed and that, in respect of this Variation Deed or any part of it including the transactions contemplated pursuant to this Variation Deed, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

(b) **Costs:** Each party agrees to pay its own costs in connection with the negotiation, signing and performance of this Variation Deed.

(c) **Counterparts:** This document may be executed in a number of counterparts, all counterparts when put together will constitute one instrument. The parties agree that each party may sign this agreement by PDF or other electronic means and that such signature shall be binding on the party.

(d) **Joint obligations:** If any person named in this Variation agreement is made up of more than one individual or corporation, they must all perform their obligations under this assignment jointly and severally.

(e) **No relationship:** Except where expressly stated otherwise in this Variation Deed, this Variation Deed does not create a relationship of partnership, employment, trust or agency between the parties and no party has the authority to act on behalf of, or bind, any other party.

(f) **Severance:** If any provision of this Variation Deed is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Variation Deed and rendered ineffective as far as possible without modifying the remaining provisions of this Variation Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Variation Deed.

(g) **Waiver and variations:** A failure by either party to take action to enforce its rights does not constitute a waiver of any right or remedy under this Variation Deed unless it is in writing signed by the party granting the waiver. This Variation Deed may only be varied in writing, signed by each party.

Executed as a Deed:

Signed, sealed and delivered by **Gelteq Limited** in accordance with section 127 of the *Corporations Act 2001*:

Director — */S/ Nathan Givoni*
Print Full Name — **Nathan Givoni**

Director/Secretary — */S/ Simon Szewach*
Print Full Name — **Simon Szewach**

Signed, sealed and delivered by **B&M Givoni Pty Ltd ATF B&M Givoni Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001*:

Director — */S/ Authorized Signatory*
Print Full Name — **Authorized Signatory**

Director — */S/ Authorized Signatory*
Print Full Name — **Authorized Signatory**

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential

Monash Innovation Labs Companies on Campus - Licence

Date 02-Feb-2024 | 2:49 PM AEDT

By **Monash University ABN 12 377 614 012** of Wellington Road, Clayton, Victoria 3800 (**Monash**)

In favour of The Licensee referred to in Item 1 of the Reference Schedule (**Licensee**)

Background

A. Monash owns the Land on which the Building is erected.

B. The Licensee and Monash are parties to the Framework Agreement relating to the Licensee's access to Monash resources, equipment and facilities on campus, including to facilitate collaborations between industry, researchers and students.

C. The Licensee has asked Monash to grant the Licensee a licence of part of the Building as part of its access to Monash facilities on campus.

D. Monash has agreed to grant the licence subject to the following terms.

Operative provisions

1. Definitions

1.1 Definitions

In this agreement:

Building means the building specified in Item 3.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Melbourne.

Commencing Date means the date in Item 4.

Common Areas means those parts of a Building provided by Monash for common use by the occupants of the Building including the entrances, lobbies, corridors, vestibules, stairways, lifts, toilets, meeting and conference rooms and other common amenities;

Expiry Date means the earlier of:

(a) the date in Item 5 (if any); and

(b) the date that is 12 months from the Commencing Date.

Framework Agreement means the agreement between Monash and the Licensee entitled "Monash Innovation Labs Companies on Campus Framework Agreement".

Insolvent for a natural person has the same meaning as that under the *Bankruptcy Act 1966* (Cth), and for a corporation has the same meaning as that under the *Corporations Act 2001* (Cth).

Land means the land specified in Item 2 on which the Building is erected.

Licence Fee means the yearly amount in Item 6.

Licensed Area means that part of the Building specified in Item 7.

Licensee's Employees means the Licensee's directors, employees, officers, consultants, agents, contractors and invitees or any of them.

Permitted Use means the use specified in Item 8.

Plan means the plan of the Licensed Area attached as Annexure A.

Security Deposit means a cash bond in the amount listed in Item 13 to be held by Monash as a guarantee for the performance of all the Licensee's obligations in respect of the Licensed Area.

Special Conditions means the special conditions set out in Item 15.

Term means the term of the licence granted under this agreement, beginning on the Commencing Date and ending on the Expiry Date, unless terminated earlier in accordance with this agreement.

University Equipment means any equipment provided by Monash in the Licensed Area, as identified in Annexure B.

2. The licence

2.1 Licence

Monash offers to grant the Licensee a non-exclusive licence for the Term to use:

(a) the Licensed Area for the Permitted Use, subject to this agreement; and

(b) those parts of the Common Areas necessary for the Licensee to enjoy the normal use of and access to the Licensed Area.

2.2 No exclusive possession

This agreement does not confer on the Licensee any right of exclusive possession of any part of the Licensed Area. Monash may at any time in its absolute discretion exercise all its rights including its right to enter and use the whole or any part of the Licensed Area. The Licensee must not restrict Monash's access to the Licensed Area in any way.

2.3 Personal rights only

The rights conferred on the Licensee by this agreement are personal rights in contract only and do not create any tenancy or any estate or interest in the Licensed Area.

2.4 No dealing

The Licensee cannot sublicense or part with or share possession of the Licensed Area or assign, novate or otherwise transfer any of its rights or obligations under this agreement.

2.5 Termination

Monash may terminate this agreement with immediate effect by notice in writing to the Licensee upon the termination or expiry of the Framework Agreement.

2.6 Holding over

If the Licensee continues to occupy the Licensed Area after the Expiry Date with Monash's consent, the Licensee occupies the Licensed Area under a monthly licence that:

(a) subject to clause 8.1, either party may terminate on 1 months' notice ending on any day; and

(b) is on the terms and at the licence fee Monash specifies, but if Monash does not specify terms or a licence fee, then the monthly licence is on the same terms as this agreement (with any changes appropriate to a monthly licence) with a monthly licence fee that is one twelfth of the Licence Fee.

2.7 Acknowledgements by Licensee

(a) If Item 9 indicates that use of the whole or any part of the Licensed Area is shared, the Licensee acknowledges that the Licensor has granted or may grant to any third party rights over the Licensed Area or any part of the Licensed Area that Item 9 indicates is shared.

(b) If Item 9 indicates that use of the whole or any part of the Licensed Area is not shared then, without limiting clause 2.2, Monash agrees not to grant to any third party rights over the Licensed Area or any part of the Licensed Area that Item 9 indicates is not shared.

(c) If Item 9 does not indicate whether the Licensed Area or any part of the Licensed Area is shared or not shared, then the Licensee acknowledges and agrees that use of the Licensed Area or that part of the Licensed Area will be deemed to be shared and clause 2.7(a) will apply.

3. Licence Fee

3.1 Payment of Licence Fee

(a) The Licensee must pay the Licence Fee to Monash free of all deductions, by equal monthly instalments in advance on the first day of each month and proportionately for any broken period that is less than a month.

(b) The Licensee must pay the first instalment on the date of this agreement.

3.2 Interest

If the Licensee does not pay an amount when it is due, the Licensee must pay interest on that amount if demanded by Monash (in its discretion) from when the amount becomes due until it is paid in full. Interest is calculated on daily balances at the rate per annum in Item 10 and is fully capitalised on the last day of each month if unpaid.

4. Licensee's obligations

4.1 Obligations

The Licensee must:

(a) keep the Licensed Area in good repair;

(b) keep the Licensed Area clean, tidy and free of rubbish and vermin;

(c) not affix any signs, advertisements or notices or make any alterations to the Licensed Area without Monash's prior written consent (not to be unreasonably withheld), the reasonable cost of which must be borne by the Licensee;

(d) not use the Licensed Area for any purpose except the Permitted Use;

(e) comply on time with all laws, by-laws, regulations and the requirements of authorities in connection with the Licensed Area and Common Areas and the Licensee's use and occupation of the Licensed Area and the Common Areas;

(f) take out, maintain and comply with any necessary approvals, licences and permits required to operate the Licensed Area for the Permitted Use;

(g) comply with its obligations pursuant to the Framework Agreement;

(h) ensure that all equipment which the Licensee brings on the Licensed Area comply with all relevant Australian standards and be tested and tagged in accordance with those Australian standards;

(i) comply with all reasonable directions given by any officer of Monash having authority to do so relating to its conduct on the Land or in the Building;

(j) comply with, and ensure the Licensee's Employees comply with, Monash's policies, procedures, guidelines and codes of conduct from time to time and the rules and regulations for the Building;

(k) not do or allow anything:

(i) on the Land or in the Building that Monash reasonably considers is dangerous, annoying, offensive, immoral or illegal or which may lower the standard of the Building;

(ii) that Monash considers (in its absolute discretion) will bring Monash's reputation into disrepute;

(iii) to contaminate or pollute the Land or the Building or their environment;

(iv) that interferes with, obstructs access to, damages or overloads the Building's facilities;

(v) whether through advertising, selling procedures, comments in social media or otherwise which may in any way harm the reputation of Monash or reflect unfavourably on the Building, University or other occupiers of premises in the Building or which may confuse, mislead or deceive the public;

(l) from time to time in accordance with Monash's directions and to Monash's satisfaction promptly make good any breakage defect or damage to any University Equipment, the Licensed Area or to any Building or adjoining building occasioned directly or indirectly by the Licensee or the Licensee's Employees;

(m) ensure that the Licensee's Employees wear personal protective equipment in the laboratories unless Monash acting reasonably advises otherwise;

(n) not keep or use inflammable, volatile or explosive materials on the Licensed Area without Monash's written consent;

(o) not cause a nuisance or disturbance to any other occupiers on the Land;

(p) not damage or destroy anything on the Land or in the Building; and

(q) not occupy or allow the Licensed Area to be occupied by a greater number of persons than that specified in Item 14 as the maximum safe occupancy of the Licensed Area.

4.2 Policies and Procedures

(a) The Licensee must familiarise itself with, and must comply with Monash's policies, procedures, guidelines and codes of conduct (as amended from time to time), including those in relation to occupational health and safety, employment of students, environmental and building legislative compliance issues such as emergencies, evacuations, dangerous goods and hazardous substances, radiation control, environmental and bio-safety standards, ethics, equal opportunity, procurement, conflicts of interest, crisis management, human resources, information technology and finance and including all Monash policies available at https://www.monash.edu/companies-on-campus or otherwise notified by Monash to the Licensee from time to time.

(b) Compliance with clause 4.2(a) may involve the Licensee being required to attend briefing sessions arranged by Monash from time to time.

(c) The Licensee understands that, as a university, Monash might also have specific policies and requirements relating to employment of students and others which must be adhered to.

4.3 Environment and wellbeing initiatives

The Licensee must work with Monash and use all reasonable endeavours to participate and follow any programs or initiatives encouraged and implemented by Monash, including but not limited to health and wellbeing and sustainable practices.

4.4 Charged services

The Licensee acknowledges and agrees that access to and utilisation of certain services and facilities made available by Monash in connection with the use of the Licensed Area will be on a fee per use or fee for service basis, as advised by Monash from time to time (including at https://www.monash.edu/companies-on-campus). The Licensee must pay to Monash on demand all fees payable by the Licensee for its access to and utilisation of services and facilities made available by Monash on a fee for use or fee for service basis.

4.5 Additional rules

Monash may from time to time promulgate further rules and regulations not inconsistent with or in derogation of the rights of the Licensee relating to the:

(a) use, safety, access to, occupation, management, care and cleanliness of any Building;

(b) storage, management and reporting of dangerous goods within the Licensed Area in accordance with the*Dangerous Goods (Storage and Handling) Regulations 2022* (Vic) and all applicable Australian standards;

(c) preservation of good order in any Building;

(d) comfort of persons lawfully using any Building including the hours of operation of any air-conditioning installed in the Building and not under the control of Monash;

(e) closure of any Building or any part of any Building outside the standard business hours of Monash;

(f) allocation to and the regulation of use of loading docks within any Building; and

(g) appearance of any Building;

and the Licensee must observe and comply with those rules and regulations at all times.

4.6 Warranties and acknowledgements

The Licensee:

(a) accepts the Licensed Area on the Commencing Date in an 'as-is' condition with any existing fitout in place, and acknowledges and agrees that Monash does not make or give any warranty in relation to any existing fitout; and

(b) warrants that it will not use the Licensed Area wholly or predominantly for the sale or hire of goods by retail or the retail provision of services within the meaning of the *Retail Leases Act 2003* (Vic).

5. Insurances, indemnities and releases

5.1 Licensee accepts risk

The Licensee enters the Building and uses the Licensed Area at its own risk.

5.2 Insurance

The Licensee must:

(a) not do anything that could:

(i) prejudice any insurance of the Licensed Area or the Building or property in them; or

(ii) increase the premium for that insurance, without Monash's consent;

(b) in addition to any requirements under the Framework Agreement, keep current during the Term and any holding over period public risk insurance for at least the amount in Item 11 and all other insurances required by law or that Monash requires in connection with the Licensed Area;

(c) pay to Monash on demand any increase in insurance premiums payable by Monash in connection with additional risks caused or contributed to by the act, omission, negligence or default of the Licensee or the Licensee's Employees; and

(d) give Monash on demand evidence that the Licensee has complied with clause 5.2(b).

5.3 Indemnity

The Licensee is liable for and indemnifies Monash against all liability, loss, costs and expenses arising from or incurred in connection with:

(a) anything (including damage, loss, injury and death) caused or contributed to by the act, omission, negligence or default of the Licensee or the Licensee's Employees or the Licensee's use of the Licensed Area or Common Areas;

(b) anything occurring on, originating in, or coming from, the Licensed Area or Common Areas, unless it is caused by Monash's negligence;

(c) the Licensee's default under this agreement;

(d) the termination of this agreement (including Monash's loss of the benefit of the Licensee complying with the Licensee's obligations under this agreement from the date this agreement is terminated until the Expiry Date) if this agreement is terminated:

(i) because of the Licensee's default under this agreement or the Licensee's repudiation of this agreement;

(ii) under clause 7 and:

A. an insurer refuses to pay a claim because of;

B. any insurance in connection with the Building is prejudiced because of; or

C. the destruction, damage or inaccessibility was caused or contributed to by,

the act, omission, negligence or default of the Licensee or the Licensee's Employees.

5.4 Release

The Licensee releases Monash from all, and agrees that Monash is not liable for any, liability, loss, costs and expenses arising from or incurred in connection with:

(a) anything (including damage, loss, injury and death) unless it is caused by Monash's negligence;

(b) Monash doing anything Monash is permitted or obliged to do under this agreement; and

(c) the electricity service, or any other service, being interrupted, broken down or not being available.

5.5 No representation or warranty

Monash does not represent or warrant:

(a) that the Licensed Area is suitable to be used for the Permitted Use or for any other activity to be undertaken by the Licensee on the Licensed Area;

(b) that any fitout, University Equipment or services that may be available on the Licensed Area are suitable for the Permitted Use; or

(c) that the Licensed Area may lawfully be used for the Permitted Use.

6. Default

The Licensee is in default under this agreement and Monash may terminate this agreement immediately by notice to the Licensee if:

(a) the Licensee does not pay the Licence Fee or any other money as required by this agreement and that default continues for at least 14 days;

(b) the Licensee does not comply with any other obligation under this agreement and does not remedy that default within 14 days after Monash gives the Licensee a notice requiring the Licensee to remedy the default; or

(c) the Licensee becomes Insolvent.

7. Destruction of or damage to the Building

7.1 Abatement

If the Building is destroyed or the whole or any part of the Building is damaged so that the whole or part of the Licensed Area is unfit or substantially unfit for the Licensee to use, or if, for any reason, the Licensed Area is inaccessible or substantially inaccessible, the Licensee:

(a) need not pay instalments of Licence Fee for the period during which the Licensed Area is unfit for the Licensee to use or during which the Licensee does not have access to it; or

(b) may reduce instalments of the Licence Fee for the period during which the Licensed Area is substantially unfit for the Licensee to use or is substantially inaccessible by a proportion equal to the Licensee's loss of amenity to the Licensed Area.

7.2 Termination

If the Building is wholly or substantially damaged, even if the Licensee has access to and can use the Licensed Area, Monash may give the Licensee a notice terminating this agreement on a date that is at least 1 month after Monash gives the notice.

7.3 No obligation to rebuild

Monash is not obliged by this clause 7 to rebuild or repair the Building or the Licensed Area.

8. Licence ends

8.1 Events

This agreement ends on the earliest to occur of:

(a) the Expiry Date (but if the Licensee holds over under this agreement with Monash's consent under clause 2.6, the date the holding over ends); and

(b) the date this agreement is terminated.

8.2 Licensee to vacate

When this agreement ends, the Licensee must:

(a) unless otherwise agreed by Monash, remove any equipment installed by the Licensee in the Licensed Area;

(b) promptly remove all its possessions and equipment, advertising and signage from the Licensed Area and the Building and reinstate the Licensed Area to the condition it was in at the beginning of this agreement;

(c) vacate the Licensed Area and leave it in good order and clean and tidy condition to Monash's reasonable satisfaction; and

(d) make good, if requested by Monash, any damage caused to the Building by removing the Licensee's possessions and equipment, advertising and signage and vacating the Licensed Area.

8.3 Failure to vacate

If the Licensee does not comply with its obligations under clause 8.2 on time, Monash may comply with these obligations (if necessary, in the Licensee's name) at the Licensee's risk and expense. The Licensee must pay Monash on demand as liquidated damages a sum equal to the cost to Monash of complying with that clause.

9. General

9.1 Governing law

This agreement is governed by and must be construed according to the law applying in Victoria.

9.2 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.2(a).

9.3 Indemnity

(a) Each indemnity by the Licensee in this agreement is a continuing obligation, separate and independent from the other obligations of the Licensee, and survives termination or expiry of this agreement.

(b) It is not necessary for University to incur expense or to make any payment before enforcing a right of indemnity conferred by this agreement.

(c) The Licensee must pay on demand any amount it must pay under an indemnity in this agreement.

9.4 Licensee's Employees

(a) The Licensee is responsible for the actions of the Licensee's Employees when they are in the Licensed Area or the Building.

(b) The Licensee must ensure that the Licensee's Employees:

(i) familiarise themselves with the Licensee's obligations under this Agreement, including Monash's policies, procedures, guidelines and codes of conduct and any rules and regulations in respect of use and occupation of the Licensed Area; and

9.5 Cause

(i) comply, if appropriate, with the Licensee's obligations under this agreement.

If this agreement says that the Licensee must not do something, the Licensee must not do anything that could result in that thing happening.

9.6 Changes by legislation

If the Licensee's rights or obligations under this agreement are changed by legislation so that Monash's rights or obligations are adversely affected, the Licensee waives its rights under that legislation to the extent that it is not prohibited by that or any other legislation.

9.7 Right to rectify

Monash may do anything that the Licensee should have done under this agreement but that the Licensee has not done or that Monash reasonably considers the Licensee has not done properly.

9.8 Amendments

This agreement may only be varied by a document executed by or on behalf of each party.

9.9 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement.

(b) A waiver or consent given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of a term of this agreement operates as a waiver of another breach of that term or of a breach of any other term of this agreement.

9.10 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or

reasonably requested by another party to give effect to this agreement.

9.11 Relationship between the parties

The parties to this agreement are independent contracting parties and nothing in this agreement shall make either party the agent or legal representative of the other or give rise to the relationship of employment or partnership between the parties. This agreement is not to be construed so as to create any relationship between the parties other than the relationship of licensor and licensee upon the terms and conditions only as provided in this agreement.

9.12 Notices

Any notice under this agreement will be effective if made in writing and delivered by email, hand or post to the representative of the other party. A notice under this agreement is deemed to be received by the addressee:

(a) in the case of an email, on the Business Day on which it is sent or, if it is sent on a non-Business Day, the next Business Day;

(b) in the case of hand delivery, when delivered; and

(c) in the case of postal delivery, on the third Business Day after posting.

9.13 Severance

If at any time any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

9.14 Electronic execution

Each party agrees and consents to:

(a) their communication of an offer and acceptance of this agreement; or

(b) execution of this agreement,

being by any electronic method the other party uses, including signing on an electronic device or by digital signature.

9.15 Special Conditions

The parties agree to comply with the Special Conditions (if any).

10. GST

10.1 Goods and Services Tax

(a) Subject to any other provision of this agreement expressing a contrary intention, if GST is imposed on a supply made under it then the party paying for the supply must pay the amount of the GST to the party making the supply at the same time as and in addition to the amount payable for the supply.

(b) A party making a taxable supply under this agreement must give the recipient a tax invoice for the taxable supply when that supply is made.

(c) In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* (Cth) ("**GST Act**") and the terms used have the meanings as defined in the GST Act.

11. Security Deposit

11.1 Security Deposit

(a) On or before the Commencing Date, the Licensee must deliver the Security Deposit to Monash on terms acceptable to Monash (acting reasonably).

(b) If the Licensee does not comply with any of the Licensee's obligations under this Licence, then Monash may call on the Security Deposit without notice to the Licensee.

(c) If Monash calls on the Security Deposit, then no later than seven days after Monash gives the Licensee a notice asking for it, the Licensee must deliver to Monash a replacement or additional Security Deposit so that the amount secured is always equal to the amount listed in Item 13.

Reference schedule

Item 1 Licensee

Gelteq Limited
ABN 31 619 501 254 / ACN 619 501 254
Level 4, 100 Albert Road, South Melbourne, VIC 3025

Item 2 **Land**

Monash University Clayton Campus, Wellington Road, Clayton Victoria 3800, being the land comprised in Certificate of Title Volume 8504 Folio 966

Item 3 **Building**

Monash Innovation Labs, Building 69, 22 Alliance Lane, Clayton VIC 3168

Item 4 **Commencing Date**

05 February 2024

Item 5 **Expiry Date**

02 February 2025

Item 6 **Licence Fee**

$127,737.21 (From Commencement Date to Expiry Date)

Item 7 **Licensed Area**

B69 G60A and B69 G60 having an area of approximately 62.35 m2 (Wet-Lab) as shown hatched in the Plan and including any University Equipment identified in Annexure B.

Item 8 **Permitted Use**

Office and laboratory space for scientific research provided that the Tenant must not use the Licensed Area wholly or predominantly for the sale or hire of goods by retail or the retail -provision of services within the meaning of the *Retail Leases Act 2003* (Vic)

Item 9 **Licensed Area Shared?**

No

Item 10 **Interest rate**

2% per annum higher than the rate fixed from time to time under the *Penalty Interest Rates Act 1983* (Vic)

Item 11 **Amount of public risk insurance**

[*****]

Item 12 **Address for service of notices**

University

Name: Monash University, Property and Leasing

Address: 30 Research Way, Clayton VIC 3800

Email: [*****]

For the attention of: Property Manager, Monash Innovations Labs

Licensee

Name: Gelteq Limited

Address: Level 4, 100 Albert Road, South Melbourne, VIC, 3025

Email: [*****]

For the attention of: Nathan Givoni

Item 13 **Amount of Security Deposit**

$[*****] Inclusive of GST

Item 14 **Maximum occupancy**

10 full time equivalent employees

Item 15 **Special Conditions**

1. Monash acknowledges that the Faculty of Engineering will subsidise the Licence Fee on account of the Licensee to an amount equal to 30% for no additional terms and will be responsible for payment of the subsidy directly to Monash in accordance with this agreement.

By signing below, the Licensee accepts the offer of a licence from Monash on the terms set out in this document.

Executed as an agreement.

Signed for and on behalf of **Monash University** by its authorised representative:

/s/ Authorized Representative
Signature of Authorised Representative

Authorised Representative
Name of Authorised Representative

Executive Director, Buildings and Property
Title

02-Feb-2024 | 2:49 PM AEDT
Date

Executed by **the Licensee** in accordance with section 127 of the Corporations Act 2001 (Cth):

DocuSigned by:
Nathan Givoni
4FD448C24E0043D

/s/ Nathan Givoni
Signature of director

Nathan Givoni
Full name of above signatory

02-Feb-2024 | 10:06 AM AEDT
Date

DocuSigned by:
Simon Szewach
87B5EFE261B74B8

/S/ Simon Szewach
Signature of company secretary/director

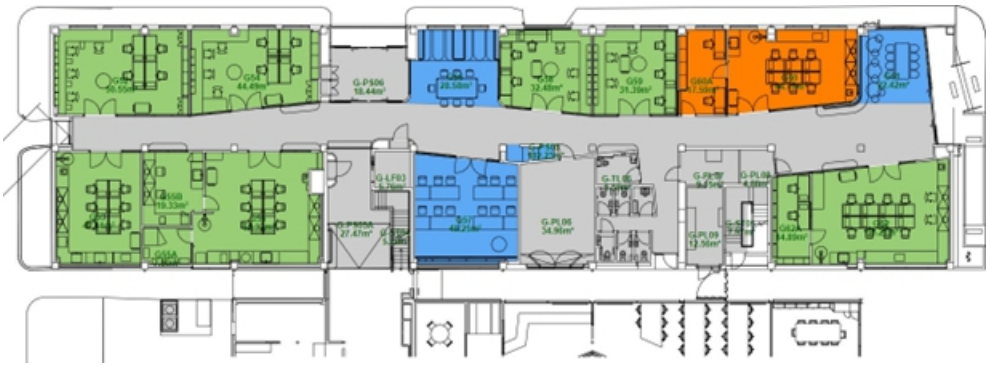
Simon Szewach
Full name of above signatory

02-Feb-2024 | 10:50 AM AEDT
Date

Annexure A - Plan of Licensed Area

Room Name	Room Type	SQM
B69 G60A	Wet Lab	17.59
B69 G60	Wet Lab	44.76

*As indicated in orange in the below floorplan



Annexure B - University Equipment

Please note that the furniture installation photographed does not accurately reflect the configuration outlined above. The furniture will be reconfigured per the notes below prior to move-in. All furniture has been newly installed at the beginning of the license term.

Bld 69 Rm G60 - Wet Lab

Fit out

- Flooring - Sheet Vinyl, R10 Slip Resistance
- Ceiling - 'Clean Room' Anti-Microbial Acoustic Ceiling Tiles and Grid, with section of plaster
- Four (4) station island bench lab benches with bench mounted service spine
- Wall mounted lab benches with -
  - Bench mounted sink and tap mixer with hot/cold water
  - Cupboard suite
- Two (2) fume cupboards
- Emergency eye wash station with paper towel & soap dispensers
- Emergency shower station with TMV
- 30L Dangerous Goods Cabinet
- Six (6) lab stools
- Under bench laboratory mobile drawer units
  - Three (3) wide
  - One (1) thin
- 140L bin
- Spill kit
- 3.5kg Carbon Dioxide type stored pressure fire extinguisher

Services

- GASES: Oxygen, Nitrogen, Carbon Dioxide, Compressed Air
- GAS DETECTION SYSTEM: Oxygen & Carbon Dioxide
- HEATING & COOLING: Ducted HVAC, humidity monitored. Preconditioned outside air.
- TEMPERATURE CONTROL: Controller and sensor in room.
- SECURITY: Card Reader, Electric Door Strike (Free handle exit), Reed Switches
- WIRELESS DATA: WAP Ceiling mounted

Bld 69 Rm G60A - Wet Lab

Fit out

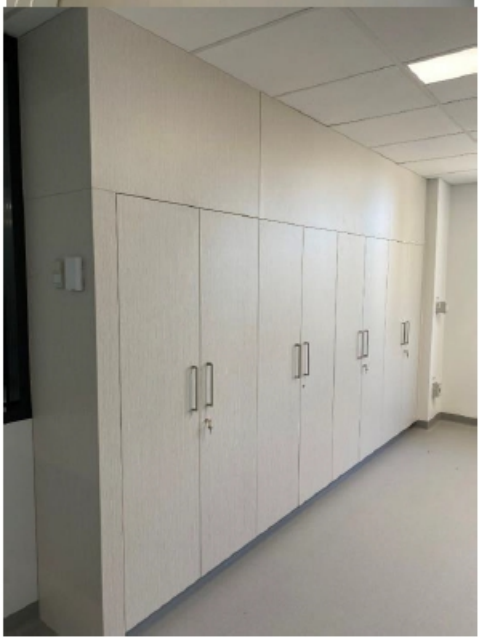
- Flooring - Sheet Vinyl, R10 Slip Resistance
- Ceiling - 'Clean Room' Anti-Microbial Acoustic Ceiling Tiles and Grid, with section of plaster

- Two (2) office desk sets including –
  - sit-to-stand office desk
  - backing privacy board
  - top mounted power board
  - task chair
  - under bench office mobile drawer unit (standard size)

- Wall mounted full height cupboards

Services

- GASES: Oxygen, Nitrogen, Carbon Dioxide, Compressed Air
- GAS DETECTION SYSTEM: Oxygen & Carbon Dioxide
- HEATING & COOLING: Ducted HVAC, humidity monitored. Preconditioned outside air.
- TEMPERATURE CONTROL: Controller and sensor in room.
- SECURITY: Card Reader, Electric Door Strike (Free handle exit), Reed Switches
- WIRELESS DATA: WAP Ceiling mounted



Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential

Convertible note deed

Gelteq Limited

Table of Contents

Dated **01/02/2024**

Parties

This deed is made by **Gelteq Limited ACN 619 501 254 (Company**)

Address 641 Glen Huntly Road, Caulfield VIC 3162

Email ***[*****]***

Attention Simon Szewach

Background

A. The Company proposes to issue Notes from time to time pursuant to the terms of this deed.

B. The Company enters into this deed for the benefit of the Noteholders from time to time.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this deed unless the context otherwise requires:

Board means the board of directors for the time being of the Company.

Business Day means a day on which banks are open for business in Sydney excluding a Saturday, Sunday or public holiday in that city.

Constitution means the constitution of the Company from time to time.

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

Conversion means, in respect of a Note, the application of the Outstanding Amount in respect of that Note to subscribe for Conversion Shares in accordance with clause 4, and **Convert** has a corresponding meaning.

Conversion Price means a price per Share equal to the Market Value less the Discount Rate.

Conversion Share means an ordinary Share issued in respect of a Conversion under clauses 4.1 or 4.2.

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

Default Repayment Date has the meaning given in clause 5.2.

Discount Rate means 22% of the Market Value.

Encumbrance means any interest or power:

(a) reserved in or over any interest in any asset including, but not limited to, any retention of title; or

(b) created or otherwise arising in or over any interest in any asset under a security agreement, a bill of sale, mortgage, charge, lien, pledge, trust or power,

(i) by way of, or having similar commercial effect to, security for payment of a debt, any other monetary obligation or the performance of any other obligation, or any trust or any retention of title and includes, but is not limited to:

(ii) any agreement to grant or create any of the above; and

(c) a security interest within the meaning of section 12(1) of the *Personal Property Securities Act 2009* (Cth).

End Date means 31 December 2025.

Event of Default means the occurrence of any of the following events:

(a) the Company breaches this deed, provided such breach is materially adverse to the Company, and such breach is not remedied within 10 Business Days of the Company receiving notice of such breach in writing;

(b) an application or order is made for the winding up of the Company or for the appointment of a liquidator in respect of the Company;

(c) the Company passes a resolution for its winding up;

(d) the Company enters into or resolves to enter into a scheme of arrangement, compromise or composition with, or assignment for the benefit of, creditors or any class of them;

(e) the Company is deregistered, or any steps are taken to deregister the Company under the Corporations Act;

(f) a receiver, receiver and manager, administrator, controller (within the meaning of section 9 of the Corporations Act) or analogous person is appointed to, or the holder of an Encumbrance takes possession of, all or any part of the assets of the Company;

(g) the Company is or becomes unable to pay its debts as they fall due; or

(h) non-payment of the Outstanding Amount in respect of a Note on the Repayment Date.

Face Value in respect of a Note, has the meaning given to that term in clause 2.1(a)(i).

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Group means the corporate group comprising the Company each of its Related Bodies Corporate and **Group Member** means any one of them individually, as applicable.

Immediately Available Funds means payment by electronic funds transfer into an account nominated by the recipient.

Interest Rate means 6.00% per annum.

Listing means the admission for trading on a recognised stock exchange of securities in any Group Member (or any company which is proposed by the Board to become the ultimate holding company of the Group), whether or not in conjunction with a sell-down of any such securities.

Liquidity Event means:

(a) a Listing;

(b) a Sale Event; or

(c) a Qualifying Transaction.

(d) 30 days from the date of an IPO

Liquidity Event Notice has the meaning given in clause 4.1.

Liquidity Repayment Date has the meaning given in clause 5.2.

Lockup Period means a 30-day lockup restriction period where the Noteholder is unable to sell stock in the event of a Listing event.

Majority Noteholders means a Noteholder or Noteholders holding more than 50% of the Outstanding Amount owing on all Notes on issue from time to time.

Maturity Date means 31 December 2025.

Maturity Date Notice has the meaning given in clause 4.2.

Market Value means:

(a) in the case of a Listing, the price per Share set for the underlying securities that are offered for issue as part of the Listing;

(b) in the case of a Sale Event, the price per Share set for the underlying securities that are to be sold as part of the Sale Event; and

(c) in the case of a Qualifying Transaction, the price per Share set for the underlying securities that are to be issued as part of the Qualifying Transaction.

Note means an unsecured convertible note of the Company constituted by this deed and issued in accordance with clause 2 which has not been repaid or converted in accordance with this deed.

Noteholder means a person noted in the Register as a holder of one or more Notes.

Noteholder Redemption Notice has the meaning given in clause 4.1.

Note Certificate means a certificate or statement evidencing a Noteholder as the registered holder of a Note.

Outstanding Amount means in respect of a Note:

(a) the Face Value of that Note; plus

(b) the amount equal to the accrued but unpaid interest from time to time payable by the Company in respect of that Note under clause 3.4.

Qualifying Transaction means the completion of a transaction or series of related transactions with the principal purpose of raising at least $5,000,000 by way of issue of Shares or any other class of securities (as defined in section 92(3) of the Corporations Act) issued by the Company from time to time including securities that are convertible or exchangeable for Shares or any form of listing on a public stock exchange.

Register means the register of Noteholders of the Company evidencing the relevant holder of each Note.

Related Body Corporate has the meaning given to that term in the Corporations Act. **Repayment Date** means a Default Repayment Date or a Liquidity Repayment Date. **Sale Event** means:

(a) a sale to a third party purchaser of all (or substantially all) of the assets and business undertaking of the Company (including by way of a sale of shares of the Company's directly or indirectly owned subsidiaries); or

(b) the sale by the Company's shareholders (in one transaction or a series of connected transactions) to a third party purchaser of all of the Shares,

provided that no sale or transfer undertaken to effect a corporate reorganisation of any Group Member will constitute a Sale Event.

Share means a share of any class in the capital of the Company.

Shareholder means a holder of shares in the Company.

Shareholders' Deed means the amended and restated shareholders' deed dated 19 July 2021 between the Company and its Shareholders.

Subscriber means a person subscribing for Notes pursuant to a Subscription Notice.

Subscription Notice means a notice substantially in the form as set out in Schedule 1 whereby a person agrees to subscribe for a number of Notes to be issued by the Company on the terms of this deed.

Tax means tax, levy, charge, impost, fee, deduction, goods and services tax, compulsory loan or withholding which is assessed, levied, imposed or collected by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above.

1.2 Interpretation

In this deed:

(a) Headings and bold type are for convenience only and do not affect the interpretation of this deed.

(b) A term used in this deed that has a meaning given by the Corporations Act has that meaning unless otherwise defined in this deed.

(c) The singular includes the plural and the plural includes the singular.

(d) Other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning.

(e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.

(f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this deed and a reference to this deed includes any schedule, attachment and exhibit.

(g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.

(h) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

(i) A reference to a party to a document includes that party's successors and permitted assignees.

(j) A reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.

(k) No provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision.

(l) A reference to '$' means the lawful currency of Australia.

1.3 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2. Notes

2.1 Creation of Notes

(a) The Company may create and issue Notes on the terms and conditions of this deed. The Company may only issue Notes pursuant to a Subscription Notice or as otherwise permitted in this deed. Each Note issued to a Noteholder pursuant to a Subscription Notice will:

(i) have a face value of $1 (**Face Value**); and

(ii) be on the terms and conditions of this deed.

(b) If a Subscriber delivers a completed and executed Subscription Notice to the Company by the End Date:

(i) the Subscriber must pay the Subscription Amount (as defined in the Subscription Notice) to the Company on the terms set out in the Subscription Notice by 5pm on the End Date; and

(ii) subject to receipt of the Subscription Amount, the Company must issue the Notes set out in the Subscription Notice to the Subscriber on the terms of this deed; and

(iii) the Company must register the issue of the Notes in the Register and otherwise comply with its obligations under clause 6.

2.2 Undertakings and acknowledgment of debt

The Company:

(a) agrees to pay any amounts payable to a Noteholder in respect of each Note held by that Noteholder in accordance with this deed; and

(b) acknowledges that it is indebted to a Noteholder for the aggregate Outstanding Amount in respect of the Notes held by that Noteholder and any other amount payable in connection with those Notes under this deed.

2.3 Status

(a) The Notes:

(i) are direct and unconditional obligations of the Company;

(ii) are unsecured;

(iii) rank:

(A) without preference or priority among themselves; and

(B) at least equally with all present and future unsubordinated and unsecured obligations of the Company (except liabilities mandatorily preferred by law and subject to laws and principles of equity generally affecting creditors' rights).

(b) The ranking of Notes is not affected by the date of inscription in the Register.

2.4 Purpose

The Company will use the proceeds from the issue of Notes for working capital purposes.

2.5 Transfer of Notes

A Noteholder must not transfer any of its Notes without the prior written approval of the Board.

2.6 Most favoured nation

If after the date a Note is issued but prior to its Conversion or Redemption, the Company issues convertible notes on terms that are more favourable (individually or when taken as a whole) than those set out in this deed, the Company must provide full details to the Noteholders (including a copy of any agreement) without undue delay, and amend this document on request of the Majority Noteholders so as to provide the Noteholders with such more favourable terms.

3. Payment

3.1 Final payment

Subject to clause 4, on the Repayment Date, the Company must pay the Outstanding Amount in respect of a Note to the relevant Noteholder.

3.2 Method

The Company and each Noteholder must make all payments due under this deed:

(a) in Immediately Available Funds;

(b) in Australian dollars; and

(c) not later than midday in Sydney, NSW, Australia on the due date.

3.3 Gross

The Company must make all payments due under this deed without:

(a) any set-off, counterclaim or condition; or

(b) any deduction or withholding for any Tax or any other reason other than a deduction or withholding which is required by applicable law.

3.4 Interest

(a) Each Note will accrue interest on its Face Value from the date of issue in accordance with this clause 3.4.

(b) Interest on the Face Value of each Note:

(i) accrues daily at the Interest Rate from the date of issue; and

(ii) is calculated on the basis of actual days elapsed and a 365 day year.

(c) Interest accrued under this clause 3.4 for all or part of a financial year which remains unpaid from time to time after the earlier of the end of that financial year and the Repayment Date will not be capitalised.

3.5 Cancellation of Notes

Upon the Company paying all of the Outstanding Amount in respect of a Note to the relevant Noteholder under this clause 3, the Note is automatically cancelled and may not be reissued. The Company must update the Register accordingly.

4. Conversion

4.1 Conversion on a Liquidity Event

(a) If at any time the Board proposes to implement a Liquidity Event, the Company must notify all Noteholders in writing (**Liquidity Event Notice**).

(b) Each Noteholder may, within 10 Business Days of receipt of the Liquidity Event Notice, by written notice to the Company:

(i) elect to Convert all Notes on issue into the number of fully paid Conversion Shares determined in accordance with clause 4.1(c)(ii); or

(ii) declare that the Outstanding Amount in respect of all Notes on issue is due and payable and that all Notes on issue are to be redeemed by the Company in accordance with clause 5.2 and to be paid out of the proceeds of the Liquidity Event (**Noteholder Redemption Notice**).

(c) If a Noteholder elects to Convert all Notes on issue under clause 4.1(b)(i), all Notes held by that Noteholder will Convert:

(i) immediately prior to the Liquidity Event; and

(ii) into such number of fully paid Conversion Shares calculated as the total Outstanding Amount in respect of the Notes held by that Noteholder divided by the Conversion Price.

(d) If a Noteholder fails to deliver a notice to the Company under clause 5.2(b), it will be deemed to have elected to Convert all Notes on issue in accordance with clause 4.1(c).

4.2 Maturity Date Notice

(a) At least 90 days prior to the Maturity Date, each Noteholder must provide written notice to the Company confirming whether the Noteholder elects to Convert their Notes on the Maturity Date or intends to redeem the Notes for repayment pursuant to clause 3.1 (**Maturity Date Notice**).

(b) If a Noteholder fails to give a Maturity Date Notice at least 90 days prior to the Maturity Date, the Noteholder will be deemed to have given a Maturity Date Notice electing to Convert their Notes on the Maturity Date, unless the Company advises the Noteholder at least 15 days prior to the Maturity Date that it will instead elect to repay the Notes on the Maturity Date pursuant to clause 3.1.

4.3 Conversion pursuant to Maturity Date Notice

(a) A Noteholder must elect to Convert all Notes on issue when giving a Maturity Date Notice pursuant to clause 4.2.

(b) Where:

(i) a Noteholder elects to Convert all Notes pursuant to clause 4.3(a); or

(ii) a Noteholder is deemed to have elected to Convert all Notes on issue pursuant to clause 4.2(b) (and the Company does not give the Noteholder a notice for repayment pursuant to that clause),

all Notes held by the Noteholder will Convert into the number of fully paid Conversion Shares calculated as the total Outstanding Amount in respect of the Notes held by that Noteholder divided by the Conversion Price.

4.4 Implications of Conversion

(a) On issue of the Conversion Shares, to the extent not already done so, each Noteholder agrees to be a member of the Company and be bound by the Constitution.

(b) On Conversion:

(i) the Company must procure that a meeting of the Board is convened and approves the matters in clause 4.4(b)(ii); and

(ii) the Company must:

(A) issue the Conversion Shares to each Noteholder as fully paid and free from Encumbrances;

(B) enter each Noteholder in the register of members of the Company as the holder of the Conversion Shares;

(C) issue and deliver appropriate certificates of title in respect of the Conversion Shares to each Noteholder; and

(D) lodge a notice with the Australian Securities and Investments Commission in respect of the issue of the Conversion Shares to each Noteholder.

(E) The Noteholder agrees to the required Lock Up Period requirement.

4.5 Cancellation of Notes

Upon the Conversion of a Note under this clause 4, the Note is automatically cancelled and the Company must update the Register accordingly.

5. Redemption

5.1 Redemption on an Event of Default

If an Event of Default occurs and continues unremedied for 10 Business Days after notice of the Event of Default is given to the Company, the Majority Noteholders may, by written notice to the Company (**Default Redemption Notice**), declare that the Outstanding Amount in respect of all Notes on issue is immediately due and

payable.

5.2 Process of redemption

The Company must redeem:

(a) if it relates to a Noteholder Redemption Notice, each Note held by each Noteholder that delivered a Noteholder Redemption Notice within 5 Business Days of the Liquidity Event and the parties acknowledge that the Notes will be redeemed out of the proceeds of the Liquidity Event (**Liquidity Repayment Date**); or

(b) if it relates to a Default Redemption Notice, all Notes held by all Noteholders, within 5 Business Days of the date of a Default Redemption Notice (**Default Repayment Date**),

and pay the Outstanding Amount in respect of each Note to the relevant Noteholder in Immediately Available Funds in accordance with clause 3.

6. Register and Note Certificates

6.1 Register

(a) The Company must prepare and maintain a Register containing all usual and proper information relating to the Notes including, without limitation:

(i) the name and address of each Noteholder;

(ii) the number and Face Value of each Note held by a Noteholder;

(iii) whether any Notes held by a Noteholder have been repaid, converted or transferred;

(iv) the date of issue, transfer, repayment or conversion of each Note;

(v) if a Note held by a Noteholder has been converted into a Conversion Share, the number of Conversion Shares issued pursuant to the conversion; and

(vi) the number of each Note Certificate in respect of the Notes held by a Noteholder.

(b) The Company must promptly update the Register to record changes.

6.2 Register is paramount

Each entry in the Register is sufficient and conclusive evidence to all persons and for all purposes that the person whose name is so inscribed is the registered holder of the Note, except in the case of manifest error or a breach by the Company of its obligations under clause 6.1.

6.3 Effect of entries in the Register

Each entry in the Register in respect of a Note constitutes:

(a) an acknowledgment to the Noteholder by the Company of the indebtedness of the Company to the Noteholder under this deed;

(b) an undertaking by the Company to the Noteholder to make all payments required to be made in respect of the Notes held by that Noteholder in accordance with the terms of this deed; and

(c) an entitlement to other benefits given to the Noteholder under this deed.

6.4 Note Certificates

(a) Upon the issue of Notes, the Company must issue a Note Certificate in respect of those Notes to each Noteholder.

(b) Upon registration of a transfer of Notes, the Company must cancel the Note Certificate in respect of those Notes and re-issue a Note Certificate in respect of the Notes to the transferee (and, if the transferor has retained any Notes represented by the cancelled Note Certificate, re-issue a Note Certificate in respect of those Notes to the transferor).

(c) Upon repayment of the Outstanding Amount in respect of Notes or Conversion of Notes, the Company must cancel the Note Certificate in respect of those Notes and re-issue a Note Certificate in respect of the remaining Notes (if any) represented by the cancelled Note Certificate to the holder of those remaining Notes.

7. Form and title

7.1 Registered form

Each Note takes the form of an entry in the Register.

7.2 Issue of Notes by entry in Register

A Note is:

(a) issued when details of the Note are first recorded in the Register; and

(b) transferred when the details of the transfer are entered in the Register.

7.3 Independent obligations

Subject to the terms of this deed, the obligations of the Company in respect of each Note constitute separate and independent obligations which the Noteholder to whom those obligations are owed is entitled to enforce without having to join any other Noteholder.

7.4 Noteholder absolutely entitled

Upon a person acquiring title to a Note by virtue of becoming registered as the owner of that Note, all rights and entitlements arising by virtue of this deed in respect of that Note vest absolutely in the registered owner of that Note free of all equities.

8. Rights and obligations of Noteholders

8.1 Benefit and entitlement

This document is executed as a deed. The Notes are issued on the condition that each Noteholder has the benefit of and is entitled to enforce this deed even though it is not a party to, or is not in existence at the time of execution and delivery of, this deed.

8.2 Rights independent

Each Noteholder may enforce its rights under this deed independently from each other Noteholder, subject to this deed.

8.3 No shareholder rights

Unless converted into a Conversion Share in accordance with clause 4:

(a) a Note does not give the Noteholder a beneficial interest in any Share

(b) a Note does not give the Noteholder the right to attend, receive note of or vote at shareholders' meetings of the Company; and

(c) a Note does not give the Noteholder any beneficial or other right to be paid or credited dividends or any other right to participate in a distribution of profits of the Company.

8.4 Noteholder bound

Each Noteholder is bound by this deed. The Notes are issued on the condition that each Noteholder is taken to have notice of and be bound by this deed.

9. General matters

9.1 Variation

(a) The Company, without the authority, assent or approval of the Noteholders, may amend or add to these terms of issue where the amendment or addition, in the reasonable opinion of the Company:

(i) is of a formal, minor or technical nature;

(ii) is made to cure any ambiguity or correct any manifest error; or

(iii) is necessary to comply with the provisions of any statute or the requires of any statutory authority,

provided such amendment or addition does not materially adversely affect the rights of the Noteholders.

(b) An amendment of this deed not falling within clause 9.1(a) may only be made if it has been approved in writing by the Majority Noteholders.

(c) Any amendment of this deed made in accordance with clause 9.1(a) or 9.1(b) must be in writing and signed by the Company.

(d) The Company must promptly provide written notice to each Noteholder of any amendment of this deed made in accordance with clause 9.1(a) or 9.1(b).

9.2 Governing law and jurisdiction

(a) This deed is governed by the law of Victoria, Australia.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.

Executed as a deed

Executed by **Gelteq Limited ACN 619 501 254** in accordance with section 127 of the *Corporations Act 2001* (Cth): }

/S/ Simon Szewach	*/s/ Nathan Givoni*
Signature of director	Signature of director/company secretary
Simon Szewach	**Nathan Givoni**
Name of director	Name of director/company secretary

Schedule 1 – Subscription Notice

To: The Directors

Gelteq Limited ACN 619 501 254, of 641 Glen Huntly Road, Caulfield VIC 3162 (**Company**)

1. Application

(a) Domalina Pty Ltd ATP Domalina Unit Trust of [*****], [*****], [*****] [*****] [*****] (**Subscriber**) applies to have issued to him 75,000 convertible notes from the Company (**Notes**) with such Notes to be governed by the convertible note deed dated 01/02/24 executed by the Company (as amended from time to time) (**Convertible Note Deed**).

(b) The consideration or the Notes is to be satisfied by an electronic transfer of cleared funds for AUD$75,000 (**Subscription Amount**) to the following bank account nominated by the Company:

Account name: Gelteq Limited

BSB: */*****/*

Account No: */*****/*

Bank: */*****/*

(c) The Subscription Amount must be paid on or by 15 February 2024.

(d) The issue of Notes to the Subscriber is subject to receipt of the Subscription Amount by the Company.

2. Representations and warranties

(a) The Subscriber represents, warrants and agrees the matters set out below for the benefit of the Company that as the date of this notice:

(A) The Subscriber:

(1) is validly existing under the laws of its place of incorporation or registration;

(2) has the power to enter into and perform its obligations under the Convertible Note Deed; and

(3) has taken all necessary action to authorise its application for Notes and to carry out the transactions contemplated by the Convertible Note Deed.

(B) If the Subscriber is in Australia:

(1) it is a "sophisticated investor" for the purposes of section 708(8) of the Corporations Act;

(2) it is a "professional investor" under section 708(11) of the Corporations Act;

(3) it has received this offer through a financial services licensee and that the other conditions set out in section 708(10) of the Corporations Act have been satisfied in respect of that offer; or

(4) this constitutes a personal offer within the meaning of section 708(2) of the Corporations Act.

(C) If the Subscriber is outside Australia, they are a person to whom an invitation or offer to subscribe for the Notes in the manner contemplated by Convertible Note Deed is permitted by the laws of the jurisdiction in which the Subscriber is situated and to whom the Notes can lawfully be issued under all applicable laws, without the need for any registration, filing or lodgment.

(D) If the Subscriber is a financial services licensee (as defined in the Corporations Act) who intends to allocate the Notes to persons prior to settlement, each person who receives an allocation of Notes is, or shall be, a "sophisticated investor" or a "professional investor" within the meaning of section 708 of the Corporations Act and the Subscriber appropriate records to evidence this.

(E) The Subscriber acknowledges that an investment in the Notes involves a degree of risk and that the Notes are, therefore, a speculative investment. The Subscriber confirms that it has considered such risk in deciding to subscribe for the Notes. The Subscriber and each other person (if any) for whose account the Subscriber is acquiring any Notes have the financial ability to bear the economic risks of the investment in the Notes.

(F) If the Subscriber is acquiring any Notes for an account of one or more persons or if the Subscriber is offering Notes to any person (including its clients), the Subscriber has full power to make each and all of acknowledgments, representations, warranties and agreements contained in this Subscription Notice on behalf of each such person and the Subscriber will take reasonable steps to ensure that each such person will comply with its obligations herein.

(G) The Subscriber acknowledges and agrees that the Company and its respective directors, employees, agents, advisers and consultants make no representation or warranty as to the accuracy, reliability or completeness of the information relating to the Company provided to the Subscriber or its advisers to the full extent permitted by law. The Company will have no liability (including liability to the Subscriber by reason of negligence or negligent misstatement) for any statements, opinions, information, projections, estimates, forecasts or other matters (expressed or implied) arising out of, contained in or derived from, or for any omissions from, the information provided to the Subscriber or its advisers except liability under statute that cannot be excluded.

(b) By executing this document, the Subscriber agrees to be bound by the terms of the Convertible Note Deed in the capacity of a "Noteholder".

Date: 1/2/2024

EXECUTED as a deed by the Subscriber in favour of the Company

Executed by **Domalina Pty LTD ATF**
Domalina Unit Trust in accordance with
Section 127 of the *Corporations Act 2001 (Cth)*:

/s/ Authorized signatory
Signature of sole director/ company secretary

Authorized signatory
Name of sole director/ company secretary

Schedule 1 – Subscription Notice

To: The Directors

Gelteq Limited ACN 619 501 254, of 641 Glen Huntly Road, Caulfield VIC 3162 (**Company**)

3. Application

(a) Jeffrey Olyniec of [*****], [*****], [*****] [*****] [*****]
(**Subscriber**) applies to have issued to him 76,150 convertible notes from the Company (**Notes**) with such Notes to be governed by the convertible note deed dated 01/02/24 executed by the Company (as amended from time to time) (**Convertible Note Deed**).

(b) The consideration or the Notes is to be satisfied by an electronic transfer of cleared funds for USD$50,000 (**Subscription Amount**) to the following bank account nominated by the Company:

Account name: Gelteq Limited

BSB: ***[*****]***

Account No: ***[*****]***

Bank: ***[*****]***

(c) The Subscription Amount must be paid on or by 23 February 2024.

(d) The issue of Notes to the Subscriber is subject to receipt of the Subscription Amount by the Company.

4. Representations and warranties

(a) The Subscriber represents, warrants and agrees the matters set out below for the benefit of the Company that as the date of this notice:

(A) The Subscriber:

(1) is validly existing under the laws of its place of incorporation or registration;

(2) has the power to enter into and perform its obligations under the Convertible Note Deed; and

(3) has taken all necessary action to authorise its application for Notes and to carry out the transactions contemplated by the Convertible Note Deed.

(B) If the Subscriber is in Australia:

(1) it is a "sophisticated investor" for the purposes of section 708(8) of the Corporations Act;

(2) it is a "professional investor" under section 708(11) of the Corporations Act;

(3) it has received this offer through a financial services licensee and that the other conditions set out in section 708(10) of the Corporations Act have been satisfied in respect of that offer; or

(4) this constitutes a personal offer within the meaning of section 708(2) of the Corporations Act.

(C) If the Subscriber is outside Australia, they are a person to whom an invitation or offer to subscribe for the Notes in the manner contemplated by Convertible Note Deed is permitted by the laws of the jurisdiction in which the Subscriber is situated and to whom the Notes can lawfully be issued under all applicable laws, without the need for any registration, filing or lodgment.

(D) If the Subscriber is a financial services licensee (as defined in the Corporations Act) who intends to allocate the Notes to persons prior to settlement, each person who receives an allocation of Notes is, or shall be, a "sophisticated investor" or a "professional investor" within the meaning of section 708 of the Corporations Act and the Subscriber appropriate records to evidence this.

(E) The Subscriber acknowledges that an investment in the Notes involves a degree of risk and that the Notes are, therefore, a speculative investment. The Subscriber confirms that it has considered such risk in deciding to subscribe for the Notes. The Subscriber and each other person (if any) for whose account the Subscriber is acquiring any Notes have the financial ability to bear the economic risks of the investment in the Notes.

(F) If the Subscriber is acquiring any Notes for an account of one or more persons or if the Subscriber is offering Notes to any person (including its clients), the Subscriber has full power to make each and all of acknowledgments, representations, warranties and agreements contained in this Subscription Notice on behalf of each such person and the Subscriber will take reasonable steps to ensure that each such person will comply with its obligations herein.

(G) The Subscriber acknowledges and agrees that the Company and its respective directors, employees, agents, advisers and consultants make no representation or warranty as to the accuracy, reliability or completeness of the information relating to the Company provided to the Subscriber or its advisers to the full extent permitted by law. The Company will have no liability (including liability to the Subscriber by reason of negligence or negligent misstatement) for any statements, opinions, information, projections, estimates, forecasts or other matters (expressed or implied) arising out of, contained in or derived from, or for any omissions from, the information provided to the Subscriber or its advisers except liability under statute that cannot be excluded.

(b) By executing this document, the Subscriber agrees to be bound by the terms of the Convertible Note Deed in the capacity of a "Noteholder".

Date: 23/2/2024

EXECUTED as a deed by the Subscriber in favour of the Company

Signed, sealed and delivered by **Jeffrey Olyniec** in the presence of:

/s/ Authorized signatory
Signature of witness

Authorized signatory
Name

/s/ Jeffrey Olyniec
Signature of **Jeffrey Olyniec**

Schedule 1 – Subscription Notice

To: The Directors

Gelteq Limited ACN 619 501 254, of 641 Glen Huntly Road, Caulfield VIC 3162 (**Company**)

1. Application

(a) Kircher Family Trusts dtd 3/24/04 of [*****], [*****], [*****] [*****] [*****] (**Subscriber**) applies to have issued to him 38,168 convertible notes from the Company (**Notes**) with such Notes to be governed by the convertible note deed dated 27/02/24 executed by the Company (as amended from time to time) (**Convertible Note Deed**).

(b) The consideration or the Notes is to be satisfied by an electronic transfer of cleared funds for USD$25,000 (**Subscription Amount**) to the following bank account nominated by the Company:

Account name: Gelteq Limited

BSB: ***[*****]***

Account No: ***[*****]***

Bank: *[*****]*

(c) The Subscription Amount must be paid on or by 27 February 2024.

(d) The issue of Notes to the Subscriber is subject to receipt of the Subscription Amount by the Company.

2. Representations and warranties

(a) The Subscriber represents, warrants and agrees the matters set out below for the benefit of the Company that as the date of this notice:

(A) The Subscriber:

(1) is validly existing under the laws of its place of incorporation or registration;

(2) has the power to enter into and perform its obligations under the Convertible Note Deed; and

(3) has taken all necessary action to authorise its application for Notes and to carry out the transactions contemplated by the Convertible Note Deed.

(B) If the Subscriber is in Australia:

(1) it is a "sophisticated investor" for the purposes of section 708(8) of the Corporations Act;

(2) it is a "professional investor" under section 708(11) of the Corporations Act;

(3) it has received this offer through a financial services licensee and that the other conditions set out in section 708(10) of the Corporations Act have been satisfied in respect of that offer; or

(4) this constitutes a personal offer within the meaning of section 708(2) of the Corporations Act.

(C) If the Subscriber is outside Australia, they are a person to whom an invitation or offer to subscribe for the Notes in the manner contemplated by Convertible Note Deed is permitted by the laws of the jurisdiction in which the Subscriber is situated and to whom the Notes can lawfully be issued under all applicable laws, without the need for any registration, filing or lodgment.

(D) If the Subscriber is a financial services licensee (as defined in the Corporations Act) who intends to allocate the Notes to persons prior to settlement, each person who receives an allocation of Notes is, or shall be, a "sophisticated investor" or a "professional investor" within the meaning of section 708 of the Corporations Act and the Subscriber appropriate records to evidence this.

(E) The Subscriber acknowledges that an investment in the Notes involves a degree of risk and that the Notes are, therefore, a speculative investment. The Subscriber confirms that it has considered such risk in deciding to subscribe for the Notes. The Subscriber and each other person (if any) for whose account the Subscriber is acquiring any Notes have the financial ability to bear the economic risks of the investment in the Notes.

(F) If the Subscriber is acquiring any Notes for an account of one or more persons or if the Subscriber is offering Notes to any person (including its clients), the Subscriber has full power to make each and all of acknowledgments, representations, warranties and agreements contained in this Subscription Notice on behalf of each such person and the Subscriber will take reasonable steps to ensure that each such person will comply with its obligations herein.

(G) The Subscriber acknowledges and agrees that the Company and its respective directors, employees, agents, advisers and consultants make no representation or warranty as to the accuracy, reliability or completeness of the information relating to the Company provided to the Subscriber or its advisers to the full extent permitted by law. The Company will have no liability (including liability to the Subscriber by reason of negligence or negligent misstatement) for any statements, opinions, information, projections, estimates, forecasts or other matters (expressed or implied) arising out of, contained in or derived from, or for any omissions from, the information provided to the Subscriber or its advisers except liability under statute that cannot be excluded.

(b) By executing this document, the Subscriber agrees to be bound by the terms of the Convertible Note Deed in the capacity of a "Noteholder".

Date: 27/2/2024

EXECUTED as a deed by the Subscriber in favour of the Company

Executed by **Kircher Family Trusts dtd 3/24/04** in accordance with Section 127 of the *Corporations Act 2001 (Cth)*:

/s/ Authorized signatory

Signature of sole director/ company secretary

Authorized signatory

Name of sole director/ company secretary

Schedule 1 – Subscription Notice

To: The Directors

Gelteq Limited ACN 619 501 254, of 641 Glen Huntly Road, Caulfield VIC 3162 (**Company**)

3. Application

(a) Kircher International Holdings of [*****], [*****], [*****] [*****] [*****] (**Subscriber**) applies to have issued to him 38,168 convertible notes from the Company (**Notes**) with such Notes to be governed by the convertible note deed dated 27/02/24 executed by the Company (as amended from time to time) (**Convertible Note Deed**).

(b) The consideration or the Notes is to be satisfied by an electronic transfer of cleared funds for USD$25,000 (**Subscription Amount**) to the following bank account nominated by the Company:

Account name: Gelteq Limited

BSB: ***[*****]***

Account No: ***[*****]***

Bank: *[*****]*

(c) The Subscription Amount must be paid on or by 27 February 2024.

(d) The issue of Notes to the Subscriber is subject to receipt of the Subscription Amount by the Company.

4. Representations and warranties

(a) The Subscriber represents, warrants and agrees the matters set out below for the benefit of the Company that as the date of this notice:

(A) The Subscriber:

(1) is validly existing under the laws of its place of incorporation or registration;

(2) has the power to enter into and perform its obligations under the Convertible Note Deed; and

(3) has taken all necessary action to authorise its application for Notes and to carry out the transactions contemplated by the Convertible Note Deed.

(B) If the Subscriber is in Australia:

(1) it is a "sophisticated investor" for the purposes of section 708(8) of the Corporations Act;

(2) it is a "professional investor" under section 708(11) of the Corporations Act;

(3) it has received this offer through a financial services licensee and that the other conditions set out in section 708(10) of the Corporations Act have been satisfied in respect of that offer; or

(4) this constitutes a personal offer within the meaning of section 708(2) of the Corporations Act.

(C) If the Subscriber is outside Australia, they are a person to whom an invitation or offer to subscribe for the Notes in the manner contemplated by Convertible Note Deed is permitted by the laws of the jurisdiction in which the Subscriber is situated and to whom the Notes can lawfully be issued under all applicable laws, without the need for any registration, filing or lodgment.

(D) If the Subscriber is a financial services licensee (as defined in the Corporations Act) who intends to allocate the Notes to persons prior to settlement, each person who receives an allocation of Notes is, or shall be, a "sophisticated investor" or a "professional investor" within the meaning of section 708 of the Corporations Act and the Subscriber appropriate records to evidence this.

(E) The Subscriber acknowledges that an investment in the Notes involves a degree of risk and that the Notes are, therefore, a speculative investment. The Subscriber confirms that it has considered such risk in deciding to subscribe for the Notes. The Subscriber and each other person (if any) for whose account the Subscriber is acquiring any Notes have the financial ability to bear the economic risks of the investment in the Notes.

(F) If the Subscriber is acquiring any Notes for an account of one or more persons or if the Subscriber is offering Notes to any person (including its clients), the Subscriber has full power to make each and all of acknowledgments, representations, warranties and agreements contained in this Subscription Notice on behalf of each such person and the Subscriber will take reasonable steps to ensure that each such person will comply with its obligations herein.

(G) The Subscriber acknowledges and agrees that the Company and its respective directors, employees, agents, advisers and consultants make no representation or warranty as to the accuracy, reliability or completeness of the information relating to the Company provided to the Subscriber or its advisers to the full extent permitted by law. The Company will have no liability (including liability to the Subscriber by reason of negligence or negligent misstatement) for any statements, opinions, information, projections, estimates, forecasts or other matters (expressed or implied) arising out of, contained in or derived from, or for any omissions from, the information provided to the Subscriber or its advisers except liability under statute that cannot be excluded.

(b) By executing this document, the Subscriber agrees to be bound by the terms of the Convertible Note Deed in the capacity of a "Noteholder".

Date: 27/2/2024

EXECUTED as a deed by the Subscriber in favour of the Company

Executed by **Kircher International Holdings**
in accordance with
Section 127 of the *Corporations Act 2001 (Cth)*:

/s/ Authorized signatory
Signature of sole director/ company secretary

Authorized signatory
Name of sole director/ company secretary

Exhibit 10.25

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information marked with [*****] has been excluded from the exhibit because it is both (i) not material and (ii) the type that the registrant treats as private or confidential

STRICTLY PRIVATE AND CONFIDENTIAL

February 13th 2024,
To: Gelteq Ltd
Nathan Givoni- CEO

From: ARC Group Limited
Abraham Cinta - CEO

FINANCIAL ADVISORY SERVICES IN CONNECTION WITH AN INITIAL PUBLIC OFFERING

This letter of engagement (the "**Agreement**") sets forth the terms and conditions upon which Gelteq Limited (the "**Company**") agrees to engage ARC Group Limited ("**ARC**") collectively referred to as "**Parties**," as its marketing and investment consultant as it progresses towards an Initial Public Offering ("IPO") and beyond the IPO.

1. SCOPE OF THE ENGAGEMENT

ARC shall deliver the services outlined below:

1.1 Advisory Services

The ARC team provides thought leadership on corporate marketing and finance issues and develops structured solutions for our clients.

a) Investment and financial strategies for the company up to the IPO and beyond, not limited to any pre-IPO funding arrangements and IPO investment options.

b) Marketing strategies for the company up to the IPO and immediately preceding it.

It is expressly understood and agreed that ARC shall be required to perform only such tasks as may be necessary or desirable in connection with the rendering of its services hereunder and therefore may not perform all of the tasks enumerated above during the term of this Agreement. Moreover, it is further understood that ARC need not perform each of the above referenced tasks in order to receive the fees described in section 5. It is further understood that ARC's tasks may not be limited to those enumerated in this paragraph. The Company acknowledges that ARC is not a registered broker-dealer, and thus cannot raise capital. Each Party agrees that ARC is not intended to be a "promoter" as defined in Rule 405 of the Securities Act of 7933, as amended, and that neither party believes ARC is not a "promoter" as defined in Rule 405. ARC further agrees that it shall not take any actions, including any described herein, that could, based on the totality of the circumstances, reasonably be determined to qualify it as a "promoter."

2. MANAGEMENT PARTICIPATION IN THE ENGAGEMENT

The Company agrees to furnish or caused to be furnished to ARC such financial and/or operational information regarding the IPO and this engagement that ARC may request. The Company warrants that the information furnished shall be, to the best of its knowledge and belief, substantially correct. ARC shall utilize all such financial and/or operational information only in the manner authorized under this Agreement and for no other purpose.

In addition to providing the required information, the Company will also be responsible for the following:

- Working closely with the engagement team of ARC;
- Providing information and responding to document requests on a timely basis; and
- Informing ARC of any contacts made directly and affecting the progress of this
- engagement and/or the services undertaken by ARC.

3. INDEMNIFICATION

The Company hereby indemnifies and holds ARC and its partners, principals, agents, consultants and employees (the**"Indemnified Parties")** harmless from and against any losses, claims, damages or liabilities (or actions in respect thereof) to which and Indemnified Party may become subject as a result of or in connection with ARC rendering services hereunder unless it is finally judicially determined that such losses, claims, damages or liabilities were caused by fraud, willful misconduct or gross negligence on the part of that Indemnified Party in performing its obligations under this Agreement.

This indemnification shall be in relation to any losses incurred by the Indemnified party resulting from any misrepresentation by the Company. In the event that full indemnification is not available to the Indemnified Parties as a matter of law, then their aggregate liability shall be limited to the total fees collected for the services rendered and, in any event, shall be limited by a final adjudication of their relative degree of fault and benefit received.

4. TERMS OF ENGAGEMENT

The term of the engagement shall begin upon execution of this Agreement and shall last until the completion of the IPO by the Company or, (ii) June 30, 2024, whichever date is soonest.

5. FEES

The professional fees and remuneration associated with the Project and payable to ARC are detailed below:

Advisory Services Fee

Upon the closing of the Company's initial public offering, the Company agrees to pay ARC a cash payment of USD$100,000 and 20,000 shares with an issue price of USD$5.00 per share for services rendered to assist the Company's marketing efforts. Fees are owed if the IPO occurs before June 30, 2024.

5.1. Expenses (including those charged by third parties other than ARC)

All the services providers introduced by ARC will be directly engaged by the Company.

The Company has the ultimate decision power to proceed or reject the engagements.

5.2. Payment Terms

Payments to ARC shall be made by the Company within five (5) working days after receiving an invoice from ARC. All potential bank charges related to the remitting bank in relation to the bank wire transfer is payable by the Company. ARC will accept the following currencies: United States Dollars. Upon receipt of the Company's decision, ARC the Advisor will apply the conversion rate in force on the date of invoicing. By default, all invoices will be sent in USD. In accordance with our policies, should any invoice remain unpaid for more than 45 (forty-five) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due 30 (thirty) days from the invoice date will incur a finance charge of 1% (one percent) per month. ARC shall not be responsible for the impact on the Company of any delay that results from such nonpayment by the Company.

5.3. Payment Details

USD Dollars through ARC's *entity in Hong Kong:*

[*****]
Bank branch code: ***[*****]***
Swift code: ***[*****]***
Bank Address: ***[*****]***
Account name: ARC GROUP LIMITED

6. ADDITIONAL ENGAGEMENT TERMS

6.1. Non-Solicitation

During the period commencing on the Effective Date and ending two years following the Termination Date, the Company shall not, without the ARCs prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of ARC or its Affiliates; or (ii) hire, on behalf of the Company or any other person or entity, any person who has left the employment within the two years period following the termination of that person's employment with ARC or its Affiliates.

6.2. Marketing

The Company hereby grants ARC permission to use its name and deal information on its website, brochure and any other marketing materials as deemed fit by ARC with the express permission of the Company. Nevertheless, ARC is prohibited from sharing the Company's confidential information with the public and may remove specifics that the Company reasonably requests to keep confidential.

7. CONFIDENTIALITY

All information of this Agreement as well as all information provided by the Company to ARC, or that may arise from the services provided during the existence of this Agreement and after its termination shall be maintained confidential. Any NDA's signed between the parties hereto shall serve as a complement to this clause.

8. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre **("HKIAC").**

9. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

[Signature Page to follow]

Agreed and accepted for and on behalf of

Gelteq Ltd

/s/ Nathan Givoni
Name: **Nathan Givoni**
CEO

Agreed and accepted for and on behalf of

ARC Group Limited

/s/ Abraham Cinta
Name: **Abraham Cinta**
CEO

Exhibit 23.4

UHY Haines Norton
Chartered Accountants

Level 9 | 1 York Street | Sydney | NSW | 2000
GPO Box 4137 | Sydney | NSW | 2001
t: +61 2 9256 6600 | f: +61 2 9256 6611
sydney@uhyhnsyd.com.au
www.uhyhnsydney.com.au

Gelteq Limited

The Directors
641 Glen Huntly Road, Caulfield
Melbourne
VIC 3162

Dear Directors,

We hereby consent to the inclusion in this Registration Statement on Form F-1 of our report dated December 4, 2023 relating to the consolidated financial statements of Gelteq Limited and its subsidiaries as of June 30, 2023 and 2022 and for the years then ended. We also consent to the reference to our Firm under the heading "Experts" in such Registration Statement.

UHY Haines Norton

UHY Haines Norton
Sydney
28 February 2024

Exhibit 23.5

UHY Haines Norton
Chartered Accountants

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Gelteq Limited

The Directors
641 Glen Huntly Road, Caulfield
Melbourne
VIC 3162

Dear Directors,

We hereby consent to the inclusion in this Registration Statement on Form F-1 of our report dated March 17, 2023 relating to the consolidated financial statements of Gelteq Limited and its subsidiaries as of June 30, 2022 and 2021 and for the years then ended. We also consent to the reference to our Firm under the heading "Experts" in such Registration Statement.

UHY Haines Norton

UHY Haines Norton
Sydney
28 February 2024

Exhibit 99.1

AMENDED AND RESTATED

AUDIT AND RISK MANAGEMENT COMMITTEE CHARTER

OF

GELTEQ LIMITED

Amended and Restated on February [ ], 2024

1. Purpose

The Audit and Risk Management Committee (the "Committee") is appointed by the Board of Directors (the "Board") of Gelteq Limited (the "Company") to assist the Board in monitoring:

(1) the integrity of the annual and other financial statements of the Company,

(2) the independent auditor's qualifications and independence,

(3) the performance of the Company's independent auditor and

(4) the compliance by the Company with legal and regulatory requirements.

The Committee also shall review and approve all related-party transactions.

2. Committee Membership

It is intended that the Committee consist of a minimum of three members, absent a temporary vacancy. The Committee shall meet the independent directors and audit committee requirements of the Nasdaq Listing Rules and the independence and experience requirements under Rule 10A-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations of the Commission.

The members of the Committee shall be appointed by the Board. Committee members may be replaced by the Board. Unless a chairperson (the "Chairperson") is elected by the Board, the members of the Committee shall designate a Chairperson by majority vote of the full Committee. The Chairperson of the Committee shall be a member of the Committee and, if present, shall preside at each meeting of the Committee. He or she shall advise and counsel with the executives of the Company, and shall perform such other duties as may from time to time be assigned to him by the Committee or the Board.

Each member of the Committee shall be financially literate and at least one member of the Committee shall have past employment experience in finance or accounting, requisite professional certification in accounting or other comparable experience or background which results in the individual's financial sophistication, including being or having been a chief executive officer, chief financial officer or other senior officer with financial oversight responsibilities, as each such qualification is interpreted by the Board in its business judgment. At least one member of the Committee shall be an "audit committee financial expert" as such term is defined by the Commission.

3. Meetings

A majority of the members of the entire Committee shall constitute a quorum. The Committee shall act on the affirmative vote of a majority of members present at the meeting at which a quorum is present. The Committee shall meet as often as it determines, but not less frequently than bi-annually. The Committee shall meet periodically with management and the independent auditor in separate executive sessions. The Committee may request any officer or employee of the Company or the Company's outside counsel or independent auditor to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee.

4. Committee Authority and Responsibilities

The Committee shall have the sole authority to appoint or replace the independent auditor. The Committee shall be directly responsible for determining the compensation and oversight of the work of the independent auditor (including resolution of disagreements between management and the independent auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or related work. The independent auditor shall report directly to the Committee.

The Committee shall pre-approve all auditing services and permitted non-audit services to be performed for the Company by its independent auditor, including the fees and terms thereof (subject to the de minimis exceptions for non-audit services described in Section 10A(i)(1)(B) of the Exchange Act which are approved by the Committee prior to the completion of the audit). The Committee may form and delegate authority to subcommittees of the Committee consisting of one or more members when appropriate, including the authority to grant pre-approvals of audit and permitted non-audit services, provided that decisions of such subcommittee to grant pre-approvals shall be presented to the full Committee at its next scheduled meeting.

The Committee shall have the authority, to the extent it deems necessary or appropriate, to retain independent legal, accounting or other advisors. The Company shall provide for appropriate funding, as determined by the Committee, for payment of compensation to (i) the independent auditor for the purpose of rendering or issuing an audit report and (ii) any advisors employed by the Committee.

The Committee shall discuss with the independent auditor its responsibilities under generally accepted auditing standards, review and approve the planned scope and timing of the independent auditor's annual audit plan(s) and discuss significant findings from the audit, including any problems or difficulties encountered.

The Committee shall make regular reports to the Board. These reports shall include a review of any issues that arise with respect to the quality or integrity of the Company's financial statements, the Company's compliance with legal or regulatory requirements, the independence and performance of the Company's independent auditor, the performance of the internal audit function (if applicable) and any other matters that the Committee deems appropriate or is requested by the Board.[

The Committee annually shall review the Committee's own performance.

The Committee shall:

<u>Financial Statement and Disclosure Matters</u>

1. Meet with the independent auditor prior to the audit to review the scope, planning and staffing of the audit.

2. Review and discuss with management and the independent auditor the annual audited financial statements and notes thereto and recommend to the Board whether to approve the audited financial statements and whether they should be included in the Company's Annual Reports for lodgment and distribution to shareholders as required under the Australian Corporations Act 2001 (Cth) (the "Corporations Act") and on Form 20-F.

3. Review and discuss with management and the independent auditor the Company's financial statements prior to the filing of its Reports on Form 6-K, including the results of the independent auditor's review of the financial statements.

4. Discuss with management and the independent auditor, as appropriate, significant financial reporting issues and judgments made in connection with the preparation of the Company's financial statements, including:

   a. any significant changes in the Company's selection or application of accounting principles;

   b. the Company's critical accounting policies and practices;

   c. all alternative treatments of financial information within U.S. generally accepted accounting principles ("GAAP") that have been discussed with management and the ramifications of the use of such alternative accounting principles;

   d. any major issues as to the adequacy of the Company's internal controls and any special steps adopted in light of material control deficiencies; and

   e. any material written communications between the independent auditor and management, such as any management letter or schedule of unadjusted differences.

5. Discuss with management the Company's earnings press releases generally, including the use of "pro forma" or "adjusted" non-GAAP information, and any financial information and earnings guidance provided to analysts and rating agencies. Such discussion may be general and include the types of information to be disclosed and the types of presentations to be made.

6. Discuss with management and the independent auditor the effect on the Company's financial statements of (i) regulatory and accounting initiatives and (ii) off-balance sheet structures.

7. Discuss with management the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures, including the Company's risk assessment and risk management policies.

8. Discuss with the independent auditor the matters required to be discussed by Statement on Auditing Standards No. 61 (as may be modified or amended) relating to the conduct of the audit, including any difficulties encountered in the course of the audit work, any restrictions on the scope of activities or access to requested information, and any significant disagreements with management as well as the matters in the written disclosures required by the applicable requirements of the Public Company Accounting Oversight Board regarding the independent accountant's communications with the Committee concerning independence.

9. Review disclosures made to the Committee by the Company's Chief Executive Officer and Chief Financial Officer (or individuals performing similar functions) during their certification process for the Company's Annual Reports on Form 20-F and Reports on Form 6-K about any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting and any fraud involving management or other employees who have a significant role in the Company's internal control over financial reporting.

10. To the extent that the Company's securities continue to be listed on an exchange and subject to Rule 10D-1 under the Exchange Act (the "*Rule*"), the Committee shall, with the assistance of management, advise the Board and any other Board committees if the clawback provisions of the Rule are triggered based upon a financial statement restatement or other financial statement change.

Oversight of the Company's Relationship with the Independent Auditor

1. At least annually, obtain and review a report from the independent auditor, consistent with Independence Standards Board Standard No. 1 of the Public Company Accounting Oversight Board, regarding (a) the independent auditor's internal quality-control procedures, (b) any material issues raised by the most recent internal quality-control review, or peer review, of the firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the firm, (c) any steps taken to deal with any such issues and (d) all relationships between the independent auditor and the Company. Evaluate the qualifications, performance and independence of the independent auditor, including whether the auditor's quality controls are adequate and the provision of permitted non-audit services is compatible with maintaining the auditor's independence, and taking into account the opinions of management and the internal auditor. The Committee shall present its conclusions with respect to the independent auditor to the Board.

2. Provide advice to the Board as to whether the Committee is satisfied that the provision of non-audit services is compatible with the general standard of independence, and an explanation as to why those non-audit services do not compromise audit independence, in order for the Board to be in a position to make the statements required by the Corporations Act to be included in the Company's annual statement

3. Verify the rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit as required by law. Consider whether, in order to assure continuing auditor independence, it is appropriate to adopt a policy of rotating the independent auditing firm on a regular basis.

4. Oversee the Company's hiring of employees or former employees of the independent auditor who participated in any capacity in the audit of the Company.

5. Be available to the independent auditor during the year for consultation purposes.

5. Risk and Compliance Oversight Responsibilities

1. Obtain assurance from the independent auditor that Section 10A(b) of the Exchange Act has not been implicated.

2. Review and approve all related-party transactions.

3. Inquire and discuss with management the Company's compliance with applicable laws and regulations and with the Company's Code of Business Conduct and Ethics in effect at such time, if any, and, where applicable, recommend policies and procedures for future compliance.

4. Establish procedures (which may be incorporated in the Company's Code of Business Conduct and Ethics, in effect at such time, if any) for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or reports which raise material issues regarding the Company's financial statements or accounting policies.

5. Discuss with management and the independent auditor any correspondence with regulators or governmental agencies and any published reports that raise material issues regarding the Company's financial statements or accounting policies.

6. Discuss with the Company's General Counsel legal matters that may have a material impact on the financial statements or the Company's compliance policies.

7. Review and approve all payments made to the Company's officers and directors or its or their affiliates. Any payments made to members of the Committee will be reviewed and approved by the Board, with the interested director or directors abstaining from such review and approval.

8. Monitor management's performance against the Company's risk framework for identifying, evaluating, managing, mitigating and reporting risks including whether the Company is operating within the Company's risk appetite set by the Board and make recommendations to the Board in relation to changes that should be made to the Company's risk management framework or to the risk appetite set by the Board.

9. Receive reports from management concerning the extent and adequacy of the Company and its Subsidiary's annual insurance program, as well as recommend insured and un-insured risk parameters.

10. Implement and oversee the Company's cybersecurity and information security policies, and periodically review the policies and managing potential cybersecurity incidents.

6. Limitation of Committee's Role

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that the Company's financial statements and disclosures are complete and accurate and are in accordance with GAAP and applicable rules and regulations. These are the responsibilities of management and the independent auditor.

7. Disclosure

The Board will make available on the Company's website:

(a) the Audit and Risk Committee Charter;

(b) the relevant qualifications and experience of the members of the Committee;

(c) In relation to any periodic reports the Company releases to the market the Board will ensure these disclosures are made available in the annual report or the Company's website.

8. Adoption of Charter and Board Review

The Committee shall review and reassess the adequacy of this Charter every two years to ensure effective operation and recommend any proposed changes to the Board for approval. The Company Secretary will communicate any amendments to employees as appropriate.

Exhibit 99.2

NOMINATING AND CORPORATE GOVERNANCE COMMITTEE CHARTER

OF

GELTEQ LIMITED

The responsibilities and powers of this Nominating and Corporate Governance Committee (the "Committee") as delegated by the Board of Directors (the "Board", and each director of the Board, a "Director") of Gelteq Limited (the "Company") are set forth in this charter. Whenever the Committee takes an action, it shall exercise its independent judgment on an informed basis that the action is in the best interests of the Company and its shareholders.

1. **PURPOSE**

As set forth herein, the Committee shall, among other things, discharge the responsibilities of the Board relating to the appropriate size, functioning and needs of the Board including, but not limited to, identification, recommendation, recruitment and retention of high quality Board members and committee composition and structure.

2. MEMBERSHIP

The Committee shall consist of at least two members of the Board as determined from time to time by the Board.

The Board shall elect the members of this Committee at the first Board meeting practicable following the annual meeting of shareholders and may make changes from time to time pursuant to the provisions below. Unless a chairperson (the "Chairperson") is elected by the Board, the members of the Committee shall designate a Chairperson by a majority vote of the full Committee membership.

A Committee member may resign by delivering his or her written resignation to the chairperson of the Board, or may be removed by a majority vote of the Board by delivery to such member of written notice of removal, to take effect at a date specified therein, or upon delivery of such written notice to such member if no date is specified.

3. MEETINGS AND COMMITTEE ACTION

The Committee shall meet at such times as it deems necessary to fulfill its responsibilities. Meetings of the Committee shall be called by the Chairperson upon such notice as is provided for in the memorandum and articles of association of the Company with respect to meetings of the Board. A majority of the members shall constitute a quorum. Actions of the Committee may be taken in person at a meeting or in writing without a meeting. Actions taken at a meeting, to be valid, shall require the approval of a majority of the members present and voting. Actions taken in writing, to be valid, shall be signed by all members of the Committee. The Committee shall report its minutes from each meeting to the Board.

The Chairperson may establish such rules as may from time to time be necessary or appropriate for the conduct of the business of the Committee. At each meeting, the Chairperson shall appoint as secretary a person who may, but need not, be a member of the Committee. A certificate of the secretary of the Committee or minutes of a meeting of the Committee executed by the secretary setting forth the names of the members of the Committee present at the meeting or actions taken by the Committee at the meeting shall be sufficient evidence at all times as to the members of the Committee who were present, or such actions taken.

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4. COMMITTEE AUTHORITY AND RESPONSIBILITIES

- Developing the criteria and qualifications for membership on the Board.
- Recruiting, reviewing, nominating and recommending candidates for election or re-election to the Board or to fill vacancies on the Board.
- Reviewing candidates proposed by shareholders, and conducting appropriate inquiries into the background and qualifications of any such candidates.
- Establishing subcommittees for the purpose of evaluating special or unique matters.
- Monitoring and making recommendations regarding committee functions, contributions and composition.
- Evaluating, on an annual basis, the Board's and management's performance.
- Evaluating, on an annual basis, the Committee's performance and report to the Board on such performance.
- Developing and making recommendations to the Board regarding corporate governance guidelines for the Company.
- Monitoring compliance with the Company's code of business conduct and ethics, including reviewing the adequacy and effectiveness of the Company's procedures to ensure proper compliance.
- Retaining and terminating any advisors, including search firms to identify director candidates, compensation consultants as to director compensation and legal counsel, including sole authority to approve all such advisors' or search firms' fees and other retention terms, as the case may be.
- Ensure that processes are in place to support Director induction programs and provide continuing professional development opportunities for Directors and regularly review the effectiveness of these processes
- If required, review and recommend to the Board a remuneration report prepared in accordance with the Corporations Act 2001 (Cth) for inclusion in the annual Directors' Report
- Review and recommend to the Board the size and composition of the Board, including review of Board succession plans and the succession of the Chair of the Board, CEO and other senior executives

5. REPORTING

The Committee shall report to the Board periodically. The Committee shall prepare a statement each year concerning its compliance with this charter for inclusion in the Company's proxy statement as needed. The Committee shall periodically review and assess the adequacy of this charter and recommend any proposed changes to the Board for approval.

6. BOARD OF DIRECTOR CANDIDATE GUIDELINES

The Nominating and Corporate Governance Committee of the Company will identify, evaluate and recommend candidates to become members of the Board with the goal of creating a balance of knowledge and experience. Nominations to the Board may also be submitted to the Nominating and Corporate Governance Committee by the Company's shareholders in accordance with the Company's policy. Candidates will be reviewed in the context of the then current composition of the Board, the operating requirements of the Company and the long-term interests of the Company's shareholders. In conducting this assessment, the Committee will consider and evaluate each director-candidate based upon its assessment of the following criteria:

- Whether the candidate is independent pursuant to the requirements of the Nasdaq Capital Market.

- Whether the candidate is accomplished in his or her field and has a reputation, both personal and professional, that is consistent with the image and reputation of the Company.
- Whether the candidate has the ability to read and understand basic financial statements. The Nominating and Corporate Governance Committee also will determine if a candidate satisfies the criteria for being an "audit committee financial expert," as defined by the Securities and Exchange Commission.
- Whether the candidate has relevant education, experience and expertise and would be able to provide insights and practical wisdom based upon that education, experience and expertise.
- Whether the candidate has knowledge of the Company and issues affecting the Company.
- Whether the candidate is committed to enhancing shareholder value.
- Whether the candidate fully understands, or has the capacity to fully understand, the legal responsibilities of a director and the governance processes of a public company.
- Whether the candidate is of high moral and ethical character and would be willing to apply sound, objective and independent business judgment, and to assume broad fiduciary responsibility.
- Whether the candidate has, and would be willing to commit, the required hours necessary to discharge the duties of Board membership.
- Whether the candidate has any prohibitive interlocking relationships or conflicts of interest.
- Whether the candidate is able to develop a good working relationship with other Board members and contribute to the Board's working relationship with the senior management of the Company.
- Whether the candidate is able to suggest business opportunities to the Company.

7. SHAREHOLDER RECOMMENDATIONS FOR DIRECTORS

Shareholders who wish to recommend to the Nominating and Corporate Governance Committee a candidate for election to the Board of Directors should send their letters to Gelteq Limited at its principal executive offices, Attn: Company Secretary. The Company Secretary will promptly forward all such letters to the members of the Nominating and Corporate Governance Committee. Shareholders must follow certain procedures to recommend to the Nominating and Corporate Governance Committee candidates for election as directors. In general, in order to provide sufficient time to enable the Nominating and Corporate Governance Committee to evaluate candidates recommended by shareholders in connection with selecting candidates for nomination in connection with the Company's annual meeting of shareholders, the Company Secretary must receive the shareholder's recommendation at least thirty-five (35) business days (in the case of a meeting that members have requested Directors to call, thirty (30) business days) before the relevant general meeting.

The recommendation must contain the following information about the candidate:

- Name;
- Age;
- Business and current residence addresses;
- Principal occupation or employment and employment history (name and address of employer and job title) for the past 10 years (or such shorter period as the candidate has been in the workforce);

- Educational background;
- Permission for the Company to conduct a background investigation, including the right to obtain education, employment and credit information;
- The number of ordinary shares of the Company owned beneficially or of record by the candidate;
- The information that would be required to be disclosed by the Company about the candidate under the rules of the Securities and Exchange Commission in a Proxy Statement soliciting proxies for the election of such candidate as a director (which currently includes information required by Items 401, 404 and 405 of Regulation S-K);
- A signed consent of the nominee to serve as a director of the Company, if elected.

8. RE-ELECTION OF DIRECTORS

Each year, the Committee will review each of the Directors who are seeking re-election having regard to;

(a) their independence;

(a) the results of their performance review;

(b) the time required from a non-executive director to undertake the role and whether they are meeting such requirement;

(c) the Company's succession plan;

(d) their skill set relative to the Company's strategy; and

(e) any other factor considered relevant to the Director's contribution to the Board.

On the basis of its review, the Committee will make recommendations to the Board regarding whether to support the Director's re-election and a summary of the reason why the Board makes such recommendations. This Committee's review should ensure that the Company can provide its shareholders with all material information in its possession to assist in making a decision on whether or not to re-elect a director.

Clause 20 of the Constitution also provides that a Director must not hold office without re-election:

(a) following the fifth annual general meeting after that Director's appointment or last re-election; or

(b) for more than five (5) years,

whichever is longer.

9. DISCLOSURE

The Board will make available on the Company's website:

(a) the Remuneration and Nomination Committee Charter;

(b) the members of the Committee;

(c) Annual report and

at the end of each reporting period, the number of times the Committee met throughout that year and the individual attendances of the members at those meetings

10. ADOPTION OF CHARTER AND BOARD REVIEW

The Board will review this Charter every two years to ensure effective operation and assess whether any changes are necessary. The Company Secretary will communicate any amendments to employees as appropriate.

Exhibit 99.3

AMENDED AND RESTATED

COMPENSATION COMMITTEE CHARTER

OF

GELTEQ LIMITED

Amended and Restated on February [ ], 2024

1. PURPOSE

The Compensation Committee (the "Committee") is appointed by the Board of Directors (the "Board") of Gelteq Limited (the "Company") for the purposes of, among other things (a) discharging the Board's responsibilities relating to the compensation of the Company's chief executive officer (the "CEO") and other executive officers of the Company and (b) administering or delegating the power to administer the Company's incentive compensation and equity-based compensation plans.

2. RESPONSIBILITIES

In addition to such other duties as the Board may from time to time assign, the Committee shall:

- Establish, review and approve the overall executive compensation philosophy and policies of the Company, including the establishment, if deemed appropriate, of performance-based incentives that support and reinforce the Company's long-term strategic goals, organizational objectives and stockholder interests.

- Review and approve the Company's goals and objectives relevant to the compensation of the CEO, annually evaluate the CEO's performance in light of those goals and objectives and, based on this evaluation, determine the CEO's compensation level, including, but not limited to, salary, bonus or bonus target levels, long and short-term incentive and equity compensation, retirement plans, and deferred compensation plans as the Committee deems appropriate. In determining the long-term incentive component of the CEO's compensation, the Committee shall consider, among other factors, the Company's performance and relative stockholder return, the value of similar incentive awards to CEO's at comparable companies, and the awards given to the Company's CEO in past years. The CEO shall not be present during voting and deliberations relating to CEO compensation.

- Determine the compensation of all other executive officers, including, but not limited to, salary, bonus or bonus target levels, long and short-term incentive and equity compensation, retirement plans, and deferred compensation plans, as the Committee deems appropriate. Members of senior management may report on the performance of the other executive officers of the Company and make compensation recommendations to the Committee, which will review and, as appropriate, approve the compensation recommendations.

- Receive and evaluate performance target goals for the senior officers and employees (other than executive officers) and review periodic reports from the CEO as to the performance and compensation of such senior officers and employees.

- Administer or delegate the power to administer the Company's incentive and equity-based compensation plans, including the grant of stock options, restricted stock and other equity awards under such plans.

- Review and make recommendations to the Board with respect to the adoption of, and amendments to, incentive compensation and equity-based plans and approve for submission to the stockholders all new equity compensation plans that must be approved by stockholders pursuant to applicable law.

- Review and approve any annual or long-term cash bonus or incentive plans in which the executive officers of the Company may participate.

- Review and approve for the CEO and the other executive officers of the Company any employment agreements, severance arrangements, and change in control agreements or provisions.

- Conduct an annual performance evaluation of the Committee. In conducting such review, the Committee shall evaluate and address all matters that the Committee considers relevant to its performance, including at least the following: (a) the adequacy, appropriateness and quality of the information received from management or others; (b) the manner in which the Committees recommendations were discussed or debated; (c) whether the number and length of meetings of the Committee were adequate for the Committee to complete its work in a thorough and thoughtful manner; and (d) whether this Charter appropriately addresses the matters that are or should be within its scope.

- To the extent that the Company's securities continue to be listed on an exchange and subject to Rule 10D-1 under the Exchange Act (the "*Rule*"), the Committee shall, with the assistance of management, advise the Board and any other Board Committee if the clawback provisions of the Rule are triggered based upon a financial statement restatement or other financial statement change.

3. COMPOSITION

The Committee shall be comprised of two or more members (including a chairperson) of the Board as determined from time to time by the Board. At least two of the Committee members shall be "non-employee directors" as defined by Rule 16b-3 under the Securities Exchange Act of 1934 and "outside directors" as defined by Section 162(m) of the Internal Revenue Code. The members of the Committee and the chairperson shall be selected not less frequently than annually by the Board and serve at the pleasure of the Board. A Committee member (including the chairperson) may be removed at any time, with or without cause, by the Board.

The Committee shall have authority to delegate any of its responsibilities to one or more subcommittees as the Committee may from time to time deem appropriate. If at any time the Committee includes a member who is not a "non employee director" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), then a subcommittee comprised entirely of individuals who are "non-employee directors" may be formed by the Committee for the purpose of ratifying any grants of awards under any incentive or equity-based compensation plan for the purposes of complying with the exemption requirements of Rule 16b-3 of the Exchange Act or Section 162(m) of the Internal Revenue Code of 1986, as amended; provided that any such grants shall not be contingent on such ratification.

4. MEETINGS AND OPERATIONS

The Committee shall meet as often as necessary, but at least two times each year, to enable it to fulfill its responsibilities. The Committee shall meet at the call of its chairperson or a majority of its members. The Committee may meet by telephone conference call or by any other means permitted by law or the Company's memorandum and articles of

association. A majority of the members of the Committee shall constitute a quorum. The Committee shall act on the affirmative vote of a majority of members present at a meeting at which a quorum is present. Subject to the Company's memorandum and articles of association, the Committee may act by unanimous written consent of all members in lieu of a meeting. The Committee shall determine its own rules and procedures, including designation of a chairperson pro tempore in the absence of the chairperson, and designation of a secretary. The secretary need not be a member of the Committee and shall attend Committee meetings and prepare minutes. The Company secretary shall be the secretary of the Compensation Committee unless the Committee designates otherwise. The Committee shall keep written minutes of its meetings, which shall be recorded or filed with the books and records of the Company. Any member of the Board shall be provided with copies of such Committee minutes if requested.

The Committee may ask members of management, employees, outside counsel, or others whose advice and counsel are relevant to the issues then being considered by the Committee to attend any meetings (or a portion thereof) and to provide such pertinent information as the Committee may request.

The chairperson of the Committee shall be responsible for leadership of the Committee, including preparing the agenda which shall be circulated to the members prior to the meeting date, presiding over Committee meetings, making Committee assignments and reporting the Committee's actions to the Board. Following each of its meetings, the Committee shall deliver a report on the meeting to the Board, including a description of all actions taken by the Committee at the meeting.

If at any time during the exercise of his or her duties on behalf of the Committee, a Committee member has a direct conflict of interest with respect to an issue subject to determination or recommendation by the Committee, such Committee member shall abstain from participation, discussion and resolution of the instant issue, and the remaining members of the Committee shall advise the Board of their recommendation on such issue. The Committee shall be able to make determinations and recommendations even if only one Committee member is free from conflicts of interest on a particular issue.

5. AUTHORITY

The Committee has the authority, to the extent it deems appropriate, to conduct or authorize investigations into or studies of matters within the Committee's scope of responsibilities and to retain one or more compensation consultants to assist in the evaluation of CEO or executive compensation or other matters. The Committee shall have the sole authority to retain and terminate any such consulting firm, and to approve the firm's fees and other retention terms. The Committee shall evaluate whether any compensation consultant retained or to be retained by it has any conflict of interest in accordance with Item 407(e)(3)(iv) of Regulation S-K. The Committee shall also have the authority, to the extent it deems necessary or appropriate, to retain legal counsel or other advisors. In retaining compensation consultants, outside counsel and other advisors, the Committee must take into consideration factors specified in the Nasdaq listing rules. The Company will provide for appropriate funding, as determined by the Committee, for payment of any such investigations or studies and the compensation to any consulting firm, legal counsel or other advisors retained by the Committee.

6. ADOPTION OF CHARTER AND BOARD REVIEW

The Board will review this policy every two years to ensure effective operation and assess whether any changes are necessary. The Company Secretary will communicate any amendments to employees as appropriate.