



FOUNDERS FIRST

Founders First Limited
ACN 622 810 897

SHARE PURCHASE PLAN OFFER
BOOKLET

Key Dates for Share Purchase Plan*

Record Date	7pm (AEST) Friday 4 September 2020
Announcement of SPP Offer	Monday 7 September 2020
Dispatch SPP Offer Booklet to Eligible Shareholders	Thursday 17 September 2020
SPP Offer Opening Date	Thursday 17 September 2020
SPP Offer Closing Date	5pm Friday 9 October 2020
SPP Issue Date	Tuesday 20 October 2020
SPP Shares commence trading on the ASX	Tuesday 20 October 2020

*Any item in this timetable (other than the Record Date) may be varied by Founders First at its discretion, including by closing the SPP Offer early. In the event of any such variation, Founders First will lodge the varied timetable with the ASX.

Price and Subscription Information

Maximum amount to be raised under the SPP Offer	\$1.5 million
Issue Price ¹	\$0.35 per SPP Share
Minimum amount subscribing Eligible Shareholders can invest	\$2,000
Maximum amount subscribing Eligible Shareholders can invest	\$30,000
Increments to amounts invested between the minimum and the maximum amounts	\$1,000

The market price of Founders First Shares may change between the Offer Opening Date and the Issue Date and may not necessarily reflect the Issue Price of the SPP Shares. Irrespective of the market price of Shares as at the Issue Date, the Issue Price of SPP Shares will not change.

Founders First will confirm the final Issue Price following the Offer Closing Date.

Shareholder Eligibility

The right to participate in the SPP Offer is optional and is available exclusively to Shareholders who are registered as holders of Shares at 7.00 pm (AEST) on the Record Date and whose registered address is in Australia or New Zealand (**Eligible Shareholders**). Accordingly, if you do **not** wish to participate in the SPP Offer, you are not required to do anything in response to this Booklet.

Founders First reserves, in its absolute discretion, the right to:

- issue to any participating Eligible Shareholder fewer SPP Shares than the number applied for under an Application; or
- accept oversubscriptions, subject to compliance with any requirements of the ASX Listing Rules and the Corporations Act.

This Booklet does not provide or contain financial advice, nor has it taken into account the particular financial circumstances, objectives or needs of any Eligible Shareholder.

¹ The same price as the Shares issued under the Placement and represents a 14.9% discount to the volume weighted average price of Founders First Shares traded on the ASX over the last five days on which sales in Founders First Shares were recorded before 7 September 2020 (being the date the SPP was announced) (\$0.411)

Letter from the Chairman

17 September 2020

Dear Shareholder,

On behalf of the Board of Founders First Limited (**Founders First** or the **Company**) and further to the Company's announcement on Monday 7 September 2020, I am pleased to provide Eligible Shareholders an opportunity to participate in Founders First's share purchase plan (**SPP**).

The offer under the SPP (**SPP Offer**) follows the successful placement of Shares in Founders First to institutional and sophisticated investors as announced on Tuesday 15 September 2020 (**Placement**) and is intended to give Eligible Shareholders the opportunity to increase their shareholdings at the same, or a more favourable price, as applicable to the Placement. Each Director intends to apply for an entitlement under the SPP Offer.

The injection of funds from both the SPP Offer and the Placement, along with cash on hand will enable Founders First to accelerate its stated growth strategy including near term capital investments in Spirits (Kangaroo Island Distillery development and Seven Seasons production facility), increase brand investment, expand further into Whisky and Seltzer and capital to fund further growth opportunities.

In addition to the key terms of the SPP Offer set out on page 1, this Booklet also contains important legal information in relation to the SPP Offer and should be read fully before you make any investment decision. You should seek independent advice from your stockbroker, accountant or other professional adviser if you have any questions in relation to your contemplated investment under the SPP Offer.

The SPP Offer is made in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (**Class Order**). The Class Order imposes limits on the amount which can be invested under the SPP by each Eligible Shareholder and imposes certain requirements for trustees, custodians and nominees holding shares on behalf of Beneficiaries. These requirements and limits are set out in the Terms and Conditions contained in this Booklet. I strongly encourage you to read this Booklet in its entirety and contact Computershare, the registry service provider during normal business hours (AEST/AEDT), Monday to Friday during the Offer Period on +61 3 9415 4000 or 1300 850 505 if you have any questions.

On behalf of the Board, I thank you for taking the time to read this letter and invite all Eligible Shareholders to consider participating in the SPP.

Yours sincerely,

Robin Levison
Chairman
Founders First Limited

Founders First Share Purchase Plan (SPP)

Terms and Conditions

1. SPP Offer

- 1.1 Under the SPP, each Eligible Shareholder (defined below) has the opportunity to participate in the SPP Offer by subscribing for up to \$30,000 of SPP Shares subject to the following Terms and Conditions. Founders First intends to raise a maximum of \$1.5 million under the SPP Offer, however, the Company reserves the right to accept oversubscriptions in its discretion, subject to compliance with any requirements of the ASX Listing Rules and the Corporations Act.
- 1.2 The SPP Offer opens on Thursday 17 September 2020 (**Offer Opening Date**) and closes at 5.00pm AEDT on Friday 9 October 2020 or any other such date or dates which Founders First determines in its absolute discretion (**Offer Closing Date**).
- 1.3 The SPP Offer is made on these Terms and Conditions.
- 1.4 If you choose not to subscribe for SPP Shares pursuant to the SPP Offer, your right to subscribe lapses at the Offer Closing Date.
- 1.5 The SPP Offer is non-transferable, and the rights of Eligible Shareholders to purchase SPP Shares under the SPP Offer cannot be transferred to any other party.
- 1.6 All SPP Shares issued pursuant to the SPP Offer will rank equally with Founders First's existing Shares.
- 1.7 Any amount referred to in this Booklet is in Australian dollars unless otherwise indicated.

2. Eligible Shareholders

- 2.1 You are eligible to subscribe for SPP Shares (an **Eligible Shareholder**) if:
 - (a) you were registered on the Register as a holder of Shares at 7.00pm (AEST) on Friday 4 September 2020; and
 - (b) you have a registered address in Australia or New Zealand at that time, unless you are, or are acting for the account of, a US Person.
- 2.2 Eligible Shareholders can only apply for a maximum of \$30,000 worth of SPP Shares in aggregate under the SPP Offer, unless applying as a Custodian of a trust with more than one Beneficiary.

3. Custodians

- 3.1 The SPP Offer is being offered to Custodians as the registered Shareholder. Custodians are not required to participate on behalf of their Eligible Beneficiaries. Custodians may choose whether or not to extend the SPP Offer to their Eligible Beneficiaries.
- 3.2 If you wish to apply as a Custodian under the SPP Offer to receive SPP Shares for one or more Eligible Beneficiaries, you must complete and submit a Custodian Certificate that contains further certifications and details (as required under the terms of the Class Order) before your Application Form will be accepted. Applications that are not accompanied by a duly completed Custodian Certificate will be rejected.
- 3.3 Custodians must request a Custodian Certificate when making an Application on behalf of Eligible Beneficiaries. To request a Custodian Certificate, or to receive further information on how to apply, Custodians should contact the Registry during normal business hours (AEST/AEDT), Monday to Friday during the Offer Period on +61 3 9415 4000 or 1300 850 505.

3.4 By applying as a Custodian on behalf of Eligible Beneficiaries to purchase SPP Shares, you certify (among other things) that each Eligible Beneficiary will not exceed the \$30,000 limit under the Class Order.

4. Joint holders and joint Beneficiaries

4.1 If two or more persons are registered on the Register as jointly holding Shares at the Record Date, they are taken to be a single registered shareholder of those Shares and a certification given by any of them is deemed to be a certification given by all of them.

5. Applications for SPP Shares

5.1 Eligible Shareholders may apply for a minimum of \$2,000 of SPP Shares up to a maximum of \$30,000 of SPP Shares and otherwise in \$1,000 increments.

5.2 Founders First will pay Taylor Collison Limited (**Lead Manager**) a management fee of 2% of gross proceeds raised under the SPP (plus any applicable GST) (**Management Fees**). If Founders First undertakes a scale back or otherwise issues a lesser number of SPP Shares than applied for, the Management Fee will only be payable on the value of the SPP Shares issued.

5.3 Eligible Shareholders who wish to apply for SPP Shares must either:

- (a) make a payment for the maximum amount the Eligible Shareholder wishes to pay for SPP Shares by BPAY® in accordance with the instructions on the Application Form so that payment is received prior to the Offer Closing Date; or
- (b) complete the Application Form and forward it with a cheque drawn from an Australian financial institution for the value of SPP Shares for which you want to apply made payable to “Founders First Limited” and crossed “Not Negotiable” so that it is received prior to the Offer Closing Date by the Registry at the following address:

Mailing Address:

Founders First Limited
c/- Computershare Investor Services Pty Ltd
GPO Box 505
Melbourne, VIC, 3001

5.4 If paying your Application Monies by BPAY®, you are not required to submit your Application Form to apply for SPP Shares but must use the specific BPAY® biller code and customer reference number detailed on their personalised Application Form. Payments received after the Offer Closing Date will not be accepted and no SPP Shares will be issued to you in respect of those Application Monies.

5.5 If paying your Application Monies by cheque, there is a risk that you may experience slower than expected postal delivery timeframes in the current COVID-19 environment. Therefore, paying by BPAY®, if possible, is the quickest method of payment.

5.6 To make a payment by BPAY®, you must hold an account with an Australian financial institution. Eligible Shareholders should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment and should therefore take this into consideration when making payment. You may also have your own limit on the amount that can be paid via BPAY®. We advise that it is your responsibility to check that the amount you wish to pay via BPAY® does not exceed that limit.

5.7 Eligible Shareholders who receive more than one SPP Offer under the SPP (for example, because they hold Shares in more than one capacity or in different registered holdings) may apply by making payments in accordance with several different Application Forms for SPP Shares but may not apply for any number of SPP Shares with an aggregated value exceeding \$30,000. Where an Eligible Shareholder has received

multiple Application Forms, we recommend that Eligible Shareholders only apply for their entitlement to SPP Shares using the instructions of one Application Form.

- 5.8 Founders First may accept or reject your Application for SPP Shares in whole or in part, at its discretion, including without limitation, if:
- (a) your Application does not comply with these Terms and Conditions;
 - (b) it appears you are not an Eligible Shareholder;
 - (c) your cheque or BPAY® payment is not received by the Registry by the Offer Closing Date;
 - (d) your Application is for less than \$2,000 worth of SPP Shares or not for an amount in a \$1,000 increment;
 - (e) if paying your Application Monies by cheque:
 - (i) the amount of your cheque is not equal to the amount corresponding to your Application Form;
 - (ii) your Application Form is incomplete or incorrectly completed or is otherwise determined by Founders First to be invalid; or
 - (iii) your cheque is dishonoured or has been incorrectly completed;
 - (f) if paying your Application Monies by BPAY®, your BPAY® payment does not refer to the correct reference number (which is required to identify your shareholding) or is otherwise determined by Founders First to be invalid;
 - (g) it appears that you are applying to purchase more than \$30,000 worth of SPP Shares in aggregate (including as a result of Shares you hold directly, jointly or through a Custodian or nominee arrangement) or your Application does not meet the minimum subscription amount of \$2,000 or is not for an amount in a \$1,000 increment above the minimum subscription amount; or
 - (h) payment of the Application Monies is not submitted in Australian currency or, if payment is made by cheque, the cheque is not drawn on an account with an Australian financial institution or in Australian currency.
- 5.9 If Founders First rejects your Application for SPP Shares in whole or in part, Founders First will (in its sole discretion):
- (a) refund that amount of your Application Monies not applied as payment for SPP Shares; or
 - (b) allot to you the number of SPP Shares that would have been allotted had you applied for the highest designated amount that is less than the amount of your Application Monies and refund to you the excess amount of your Application Monies.
- 5.10 If you are entitled to a refund of all or any of your Application Monies, the refund will be paid to you, without interest, as soon as practicable, by:
- (a) direct credit to your nominated bank account recorded with the Registry as at the Offer Closing Date (if applicable); or
 - (b) cheque, posted to your registered address recorded with the Registry as at the Offer Closing Date.
- 5.11 Founders First strongly encourages all Shareholders to ensure that the correct bank and postal address details are recorded in the Registry prior to the Offer Closing Date to ensure that any refunds are processed and received.

6. Issue Price

- 6.1 The Issue Price of each SPP Share will be \$0.35 per SPP Share. This represents the same price as the Shares issued under the Placement and represents a 14.9% discount to the volume weighted average price of Founders First Shares traded on the ASX over the last five days on which sales in Founders First Shares were recorded before 7 September 2020 (being the date the SPP was announced) (\$0.411).
- 6.2 There is a risk that the market price of Founders First's Shares may rise or fall between the date of the SPP Offer under this Booklet and the time of issue of the SPP Shares. This means that the Issue Price for the SPP Shares may be less or more than the market price of Shares at the date of this Booklet or the Issue Date. Irrespective of the market price of Shares as at the Issue Date, the Issue Price of SPP Shares will not change. Your Application is unconditional and may not be withdrawn even if the market price of Founders First's Shares is less than the Issue Price at any time.
- 6.3 The current Share price can be obtained from the ASX and is listed in the financial and business section of major daily newspapers circulating in Australia.
- 6.4 You agree to pay the Issue Price per SPP Share for the number of SPP Shares calculated under clause 7.1 or, if there is a scale back, the number of SPP Shares calculated under clause 11.

7. Number of SPP Shares to be issued

- 7.1 If you apply for SPP Shares, you will apply for a certain value, rather than a certain number, of SPP Shares. If your Application is accepted, Founders First will divide the value of your Application Monies by the Issue Price to determine the maximum number of SPP Shares which may be issued to you, subject to scale back and the matters listed in clause 5.8.
- 7.2 If the calculation under clause 7.1 yields a fractional number, the number of SPP Shares issued will be rounded up to the nearest whole SPP Share.

8. Issue

- 8.1 SPP Shares will be issued on the Issue Date.
- 8.2 SPP Shares will rank equally with existing Shares at the Issue Date.
- 8.3 Founders First will apply to ASX for the quotation of SPP Shares. It is anticipated that SPP Shares will be quoted on the ASX immediately after their issue.
- 8.4 The Registry will send you a holding statement, confirming the issue of SPP Shares, in accordance with the Registry's usual dispatch of holding statements each month. CHESS Holding Statements will be dispatched by CHESS.

9. Acknowledgements

- 9.1 By submitting an Application, you:
 - (a) are deemed to have accepted the SPP Offer and you irrevocably and unconditionally agree to be bound by the Terms and Conditions and agree not to do any act or thing that would be contrary to the spirit, intention or purpose of the SPP;
 - (b) warrant that your registered address and bank account details (if applicable) as recorded by the Registry are true and complete as at the date of your payment;
 - (c) agree that your Application will be irrevocable and unconditional (that is, it cannot be withdrawn);
 - (d) warrant that you are an Eligible Shareholder or are acting on behalf of an Eligible Shareholder and are eligible to participate in the SPP on these Terms and Conditions;
 - (e) acknowledge that no interest will be paid on any Application Monies held pending the issue of SPP Shares or subsequently refunded to you for any reason;

- (f) acknowledge that Founders First and its officers and agents are not liable for any consequences of the exercise or non-exercise of their discretions referred to in these Terms and Conditions;
- (g) agree to pay the Issue Price per SPP Share up to the maximum value of your Application Monies;
- (h) warrant, acknowledge and agree that:
 - (i) you are not a US Person and are not acting for the account or benefit of a US Person;
 - (ii) the SPP Shares have not been, and will not be, registered under the securities laws of any state or other jurisdiction of the United States, and accordingly, the SPP Shares may not be offered, sold or otherwise transferred without registration under the securities laws of the United States unless the SPP Shares are offered, sold or otherwise transferred in a transaction exempt from, or not subject to, the registration requirements of US securities laws, and any other applicable securities laws;
 - (iii) you have not, and will not, send this Booklet or any materials relating to the SPP to any person in the United States;
 - (iv) if in the future you decide to sell or otherwise transfer the SPP Shares, you will only do so in the regular way for transactions on the ASX where neither you nor any person acting on your behalf know, or have reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States; and
 - (v) if you are acting as a trustee, nominee or Custodian, to the extent that you hold Shares on behalf of another person resident outside Australia or New Zealand, you have complied with all applicable foreign laws and each beneficial holder on whose behalf you are participating is resident in Australia or New Zealand, and you have not sent this Booklet, or any materials relating to the SPP to any person outside Australia and New Zealand;
- (i) if you are applying on your own behalf (and not as a Custodian) acknowledge and agree that:
 - (i) you are not applying for SPP Shares with an aggregate application price of more than \$30,000 under the SPP (including by instructing a Custodian to acquire SPP Shares on your behalf under the SPP);
 - (ii) the total amount paid by you for the following items does not exceed \$30,000:
 - (A) the SPP Shares you have applied for under the SPP Offer;
 - (B) any other Shares issued to you under the SPP or any similar arrangement in the 12 months before the Application;
 - (C) any other SPP Shares which you have instructed a Custodian to acquire on your behalf under the SPP; and
 - (D) any other Shares issued to a Custodian in the 12 months before the Application as a result of an instruction given by you to the Custodian to apply for Shares on your behalf under an arrangement similar to the SPP;
- (j) if you are a Custodian and are applying on behalf of an Eligible Beneficiary on whose behalf you hold Shares, you acknowledge and agree that:
 - (i) you are a Custodian (as that term is defined in the Class Order);
 - (ii) you held Shares on behalf of the Eligible Beneficiary as at the Record Date who has instructed you to apply for SPP Shares on their behalf under the SPP and that the Eligible Beneficiary has been given a copy of this Booklet;

- (iii) you are not applying for SPP Shares on behalf of any Eligible Beneficiary with an application price of more than \$30,000 under the SPP; and
- (iv) the information in the Custodian Certificate submitted with your Application is true, correct and not misleading;
- (k) accept the risk associated with any refund that may be dispatched to you by cheque to your address shown on the Register;
- (l) agree to be bound by the constitution of Founders First (as amended and as it may be amended from time to time in the future);
- (m) acknowledge that none of Founders First or its advisers or agents, has provided you with any financial product or investment advice or taxation advice in relation to the SPP, or has any obligation to provide such advice;
- (n) you authorise Founders First to do anything on your behalf necessary for SPP Shares to be issued to you in accordance with these Terms and Conditions;
- (o) you acknowledge that Founders First may at any time irrevocably determine that your Application is valid, in accordance with the Terms and Conditions of the SPP, even if the Application Form is incomplete, contains errors or is otherwise defective; and
- (p) you authorise Founders First to correct minor or easily rectified errors in, or omissions from, your Application Form.

10. Shortfall and Oversubscriptions

- 10.1 The Company is seeking to raise \$1.5 million through this SPP Offer. There is no minimum subscription to this Offer and no guarantee that the Company will raise the full \$1.5 million under this SPP.
- 10.2 The Company reserves the right to close this Offer early before the full \$1.5 million has been raised.

11. Scale Back

- 11.1 Founders First may, in its discretion, undertake a scale back of Applications for SPP Shares.
- 11.2 If Founders First elects to scale back the number of SPP Shares to be issued under the SPP Offer, the scale back will be applied on a pro rata basis to all SPP participants based either on the aggregate size of your existing security holdings or the number of SPP Shares you have applied for, at Founders First's discretion.
- 11.3 If Founders First elects to scale back the number of SPP Shares to be issued under the SPP Offer, you may receive less than the parcel of SPP Shares for which you have applied.
- 11.4 If a scale back produces a fractional number of SPP Shares when applied to your parcel, the number of SPP Shares you will be allotted will be rounded up to the nearest whole number of SPP Shares.
- 11.5 If your Application is scaled back, the difference between the Application Monies received from you and the value of the SPP Shares allocated to you (valued at the Issue Price per SPP Share) will be refunded to you without interest in accordance with clause 5.10.

12. Dispute Resolution

- 12.1 Founders First may settle, in any manner it deems appropriate, any difficulties, anomalies, or disputes which may arise in connection with, or by reason of, the operation of the SPP whether generally or in relation to any participant or any Application for SPP Shares, and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.
- 12.2 The powers of Founders First under these Terms and Conditions may be exercised by the Directors or any delegate or representative of the Directors.

13. Variation and termination

13.1 Founders First reserves the right at any time to:

- (a) amend or vary these Terms and Conditions;
- (b) waive strict compliance with any provision of these Terms and Conditions;
- (c) withdraw the SPP Offer or suspend or terminate the SPP;
- (d) vary the timetable for the SPP, including the Offer Closing Date; and
- (e) not accept an Application, not issue SPP Shares or issue SPP Shares to a value less than that applied for under the SPP by an Eligible Shareholder (including a Custodian applying on behalf of its Eligible Beneficiaries).

13.2 In the event that the SPP is withdrawn or terminated all Application Monies will be refunded. No interest will be paid on any money returned to you.

14. Taxation

None of Founders First, its officers, employees, advisors or agents makes any representation or warranties about, and accepts no responsibility for, the liability of Eligible Shareholders to pay tax in respect of SPP Shares, payment or other transaction under the SPP.

15. Privacy Policy

15.1 Chapter 2C of the Corporations Act requires information about you as a security holder (including your name, address and details of the securities you hold) to be included in the public register of the entity in which you hold securities. This information must continue to be included in the public register if you cease to be a security holder. The *Privacy Amendment (Private Sector) Act 2000* (Cth) does not alter these statutory obligations.

15.2 Founders First and the Registry may collect personal information to process your Application, implement the SPP and administer your shareholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.

15.3 Your personal information may be disclosed to joint investors, the Registry, securities brokers, third party service providers, including print and mail service providers, technology providers and professional advisers, related entities of Founders First and its agents and contractors, and ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.

15.4 Founders First's privacy policy can be found at: <https://www.foundersfirst.group/copy-of-t-cs>. The Registry's privacy policy can be found at: <https://www.computershare.com/au/privacy-policies>.

16. Governing Law

These Terms and Conditions are governed by the laws in force in Victoria, Australia. Any dispute arising out of, or in connection with, these Terms and Conditions, or the SPP Offer, will be determined by the courts of Victoria, Australia. By accepting the SPP Offer, you agree to submit to the non-exclusive jurisdiction of the courts in Victoria, Australia. Other terms and conditions, rights and obligations of SPP Shares are contained in Founders First's constitution. These Terms and Conditions prevail to the extent of any inconsistency with the Application Form.

Important Notice and Disclaimer

This Booklet does not provide financial advice and has been prepared without taking account of any person's investment objectives, financial situation or particular needs. You should consider your investment objectives, financial situation and particular needs and whether participating in the SPP Offer is appropriate for your circumstances. Founders First recommends Eligible Shareholders seek independent financial taxation advice before making any investment decision in relation to the SPP Offer.

ASIC Relief

The SPP Offer is made in accordance with the Class Order which, subject to certain terms and conditions, grants relief from the requirement for Founders First to prepare a disclosure document for the issue of the SPP Shares. This Booklet is not a prospectus or disclosure document under Chapter 6D of the Corporations Act and, accordingly, does not contain all information that you might require to make an informed decision regarding your participation in the SPP Offer.

Overseas Shareholders

The laws of some countries prohibit, or make unviable, the participation in the SPP by certain overseas Shareholders. Shareholders who are not resident in Australia or New Zealand will not be able to participate in the SPP. The SPP does not constitute an offer of Founders First Shares for sale in any jurisdiction other than Australia and New Zealand.

Custodians and other trustees or nominees may not distribute any part of this document in any country outside Australia or New Zealand and may not permit any beneficial shareholder who is not a resident of Australia or New Zealand to participate in the SPP.

New Zealand

The SPP Shares are not being offered or sold to the public within New Zealand other than to existing Shareholders of Founders First at the Record Date with registered addresses in New Zealand. The SPP Offer is being made to those New Zealand resident Shareholders in reliance on the Financial Markets Conduct Act 2013 and the Financial Markets Conduct (Incidental Offers) Exemption Notice 2016.

This Booklet has not been registered, filed with or approved by any New Zealand regulatory authority. This Booklet is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

United States

This Booklet may not be released or distributed in the United States. This Booklet does not constitute an offer to sell, or a solicitation of an offer to buy, shares in the United States or to, or for the account or benefit of, US Persons. The SPP Shares will not be registered under the US Securities Act of 1933 (as amended) (**Securities Act**) or the securities laws of any state or other jurisdiction of the United States. The SPP Shares may not be offered, sold or otherwise transferred in the United States except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act and the applicable securities laws of any state or jurisdiction in the United States.

Definitions

AEDT means Australian Eastern Daylight Time.

AEST means Australian Eastern Standard Time.

Application means an application for SPP Shares submitted by an Eligible Shareholder in accordance with clause 5.3.

Application Form means your personalised application form enclosed with this Booklet.

Application Monies means the funds paid by an Eligible Shareholder by cheque or via BPAY® in consideration for SPP Shares and otherwise in accordance with the instructions in these Terms and Conditions and the Eligible Shareholder's Application Form.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or, where the context requires, the securities exchange operated by it on which Shares in Founders First are quoted.

Beneficiary means a person on whose behalf a Custodian is holding Shares at the Record Date.

Booklet means the full and complete booklet of SPP Offer documentation.

Class Order means ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

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

Custodian means Custodian as defined in section 4 of the Class Order.

Custodian Certificate means a certificate complying with section 8(3) of the Class Order.

Director means a director of Founders First.

Eligible Beneficiary means a Beneficiary with a registered address in either Australia or New Zealand, provided that such Beneficiary is not residing in the United States.

Eligible Shareholder means a Shareholder who is a registered holder of Shares at the Record Date with a registered address in either Australia or New Zealand, provided that such Shareholder is not a US Person or acting for the account or benefit of a US Person in the United States.

Founders First or the **Company** means Founders First Limited ACN 622 810 897.

Issue Date means Tuesday 20 October 2020 (or such other date as Founders First determines, in its absolute discretion).

Issue Price means the price per SPP Share determined in accordance with Section 6.1 of this Booklet.

Offer Closing Date means 5:00pm (AEDT) on Friday 9 October 2020 (or such other date as Founders First determines, in its absolute discretion).

Offer Opening Date means Thursday 17 September 2020].

Offer Period means the period between the Offer Opening Date and the Offer Closing Date.

Placement means the placement of fully paid ordinary shares by Founders First to institutional and professional investors, raising \$7.5 million as announced on Tuesday 15 September 2020.

Placement Shares means the shares in Founders First issued to investors by way of the Placement.

Record Date means 7.00pm (AEST) on Friday 4 September 2020].

Register means the register of Shareholders.

Registry means Computershare Investor Services Pty Ltd ACN 078 279 277.

Share means a fully paid ordinary share of Founders First.

Shareholder means a registered holder of Shares.

SPP means the share purchase plan offer made to Eligible Shareholders under this Booklet.

SPP Offer means the offer in clause 1 of the Terms and Conditions of the SPP.

SPP Share means a Share offered pursuant to the SPP Offer.

Terms and Conditions means the Terms and Conditions of the SPP Offer as set out in this Booklet.

US Person has the meaning given to it under Regulation S promulgated under the *Securities Act 1933* (US).