



ASX ANNOUNCEMENT

13 July 2020

Notice of 2020 Annual General Meeting

Life360, Inc. (ASX: 360) ("**Life360**" or the "**Company**") advises the dispatch of the attached Notice of Annual Meeting and Proxy Statement to security holders of the Company (both holders of common stock and CHESS Depositary Interests (**CDIs**)) (together "**Shareholders**") for its 2020 Annual Meeting (**AGM** or **Annual Meeting**) to be held at 9.30am (Sydney time) on 31 July 2020 (4.30pm (San Francisco time) on 30 July 2020).

Due to the impact of COVID-19 and current governmental restrictions and guidelines, the Annual Meeting is being held by way of a virtual meeting which will be held electronically via webcast and an online voting platform. Shareholders are encouraged to attend and vote at the meeting electronically or by lodging the proxy form ahead of the meeting. For this purpose, an Online Meeting Guide is attached and will be sent to all Shareholders.

Samples of the CDI Voting Instruction Form (for CDI holders) and Proxy Voting Card (for common stock holders) are attached with this Notice of Annual Meeting.

Authorisation

The Board of Directors of Life360 has authorised this announcement being given to ASX.

Contacts

For investor enquiries:
Jolanta Masojada, +61 417 261 367,
jmasojada@life360.com

For media enquiries:
Giles Rafferty, +61 481 467 903
grafferty@firstadvisers.com.au

About Life360

Life360 operates a platform for today's busy families, bringing them closer together by helping them better know, communicate with and protect the people they care about most. The Company's core offering, the Life360 mobile app, is a market leading app for families, with features that range from communications to driving safety and location sharing. Life360 is based in San Francisco and had more than 28 million monthly active users (MAU) as at March 2020 located in more than 195 countries.

Life360's CDIs are issued in reliance on the exemption from registration contained in Regulation S of the US Securities Act of 1933 (Securities Act) for offers of securities which are made outside the US. Accordingly, the CDIs, have not been, and will not be, registered under the Securities Act or the laws of any state or other jurisdiction in the US. As a result of relying on the Regulation S exemption, the CDIs are 'restricted securities' under Rule 144 of the Securities Act. This means that you are unable to sell the CDIs into the US or to a US person who is not a QIB for the foreseeable future except in very limited circumstances until after the end of the restricted period, unless the re-sale of the CDIs is registered under the Securities Act or an exemption is available. To enforce the above transfer restrictions, all CDIs issued bear a FOR Financial Product designation on the ASX. This designation restricts any CDIs from being sold on ASX to US persons excluding QIBs. However, you are still able to freely transfer your CDIs on ASX to any person other than a US person who is not a QIB. In addition, hedging transactions with regard to the CDIs may only be conducted in accordance with the Securities Act.



Dear Shareholder,

On behalf of the Directors of Life360, Inc. (**Life360**), I am pleased to invite you to attend the 2020 Annual Meeting of Life360. Enclosed is the Notice of Annual Meeting setting out the business of the AGM.

Given the impact of COVID-19 and current guidelines and restrictions concerning social distancing, the Annual Meeting will be held by way of a virtual meeting which will be held electronically via webcast and an online voting platform. The Annual Meeting will be held on Friday, 31 July 2020 commencing at 9.30am (Sydney time) (4.30pm (San Francisco time) on 30 July 2020). This means that Shareholders are not invited to physically attend the AGM but can attend via the webinar electronic platform. An online meeting guide is included with these Annual Meeting materials.

The matters to be considered and voted on at the AGM are described in the accompanying Notice of 2020 Annual Meeting of Shareholders ("**Notice of Annual Meeting**") and Proxy Statement.

All Shareholders are invited to attend the AGM. Whether or not you expect to attend the virtual AGM, please submit your Proxy Card or CDI Voting Instruction Form as soon as possible so that your applicable Shares/CDIs can be voted at the AGM. For specific instructions on voting, please refer to the instructions in the Notice of Annual Meeting and the Proxy Card or CDI Voting Instruction Form, as applicable. If you hold your Shares or CDIs through an account with a brokerage firm, bank, or other nominee, please follow the instructions you receive from them to vote your Shares or CDIs.

The Board encourages all Shareholders to participate in the virtual AGM using the online facility and submit questions. If you are unable to attend the Annual Meeting via the virtual online facility and have a specific question that you would like to submit to the Chairman of the meeting, please submit your questions via: jmasojada@life360.com OR to Company Matters Level 12, 680 George Street, Sydney NSW Australia 2000 (PO Box 20547, World Square NSW Australia 2002) Attention: Graeme Blackett no later than 10.00am (Sydney time) on Tuesday 28 July 2020 (Sydney time) (5.00pm (San Francisco time) on Monday 27 July 2020).

Thank you for your continued support of Life360 and I look forward to your attendance at the Annual Meeting.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'John Coghlan', written over a light blue circular stamp.

John Philip Coghlan
Chairman

All capitalised terms used in the Notice of Annual Meeting, Proxy Statement, Proxy Card or CDI Voting Instruction Form and not otherwise defined shall have the meaning ascribed in the Company's Annual Report, dated 27 February 2020.

**NOTICE OF
2020 ANNUAL MEETING OF SHAREHOLDERS**

To be held on
31 July 2020 (Australia)
30 July 2020 (U.S.)

The 2020 Annual Meeting of Shareholders of Life360 will be held on 31 July 2020 at 9.30am (Sydney time) (4.30pm (San Francisco time) on 30 July 2020) (the “**Meeting Date**”) for the following purposes:

1. Re-Election of Alex Haro as a Director

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

“That Alex Haro is hereby re-elected as a Director of the Company in accordance with Article VII of the Certificate of Incorporation of the Company and Section 2.2 of the Company’s Bylaws.”

The Board of Directors of the Company (the “**Board**”) recommends that our Shareholders vote “FOR” on this Item 1 except for Alex Haro who abstains from making a recommendation on Item 1 due to his personal interest in this proposal.

2. Re-Election of Mark Goines as a Director

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

“That Mark Goines is hereby re-elected as a Director of the Company in accordance with Article VII of the Certificate of Incorporation of the Company and Section 2.2 of the Company’s Bylaws.”

The Board recommends that our Shareholders vote “FOR” on this Item 2 except for Mark Goines who abstains from making a recommendation on Item 2 due to his personal interest in this proposal.

3. Approval of the Company’s 2011 Stock Plan amendment and restatement (for the purposes of Delaware law)

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

“That, the amendment and restatement of the Company’s 2011 Stock Plan to be in substantially the form attached hereto as Annexure C (the “**Restated Plan**”) is authorized and approved in order to, among other things: (a) increase the maximum aggregate number of shares reserved for issuance under the Restated Plan to 21,781,589 shares of Common Stock; (b) provide that the number of shares available for issuance under the Restated Plan will automatically be increased on January 1 of each year, commencing with January 1, 2021, in an amount equal to the lesser of (i) five percent (5%) of the outstanding shares of Common Stock of the Company on the last day of the immediately preceding December 31, (ii) 5,000,000 shares of Common

Stock and (iii) such number of shares of Common Stock determined by the Board; and (c) make certain other changes, all as set forth in the Restated Plan.”

The Board recommends that our Shareholders vote “FOR” on this Item 3.

4. Approval of the Company’s Restated 2011 Stock Plan (for the purposes of ASX Listing Rule 7.2)

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

“That, for the purpose of ASX Listing Rule 7.2, exception 13, and for all other purposes, the Company’s 2011 Stock Plan in substantially the form attached hereto as Annexure C (the “**Restated Plan**”) and the grant of Options and restricted stock units (“**RSUs**”) under the Restated Plan, and the issue of shares under the Restated Plan, on the terms described in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 4 subject to the exclusions provided in the “Questions and Answers” section.

5. Approval of grant of 230,000 Options to Chris Hulls

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

“That, for the purpose of ASX Listing Rule 10.14 and for all other purposes, the grant to Chris Hulls of 230,000 Options under the Restated Plan on terms and conditions set out in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 5 subject to the exclusions provided in the “Questions and Answers” section, except for Chris Hulls who abstains from making a recommendation on Item 5 due to his personal interest in this proposal.

6. Approval of grant of RSUs to John Philip Coghlan

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

“That, for the purpose of ASX Listing Rule 10.14 and for all other purposes, the issue to John Philip Coghlan of RSUs under the Restated Plan on the terms described in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 6 subject to the exclusions provided in the “Questions and Answers” section, except for John Philip Coghlan who abstains from making a recommendation on Item 6 due to his personal interest in this proposal.

7. Approval of grant of RSUs to Brit Morin

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

“That, for the purpose of ASX Listing Rule 10.14 and for all other purposes, the issue to Brit Morin of RSUs under the Restated Plan on the terms described in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 7 subject to the exclusions provided in the “Questions and Answers” section, except for Brit Morin who abstains from making a recommendation on Item 7 due to her personal interest in this proposal.

8. Approval of grant of RSUs to James Synge

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

“That, for the purpose of ASX Listing Rule 10.14 and for all other purposes, the issue to James Synge of RSUs under the Restated Plan on the terms described in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 8 subject to the exclusions provided in the “Questions and Answers” section, except for James Synge who abstains from making a recommendation on Item 8 due to his personal interest in this proposal.

9. Approval of grant of RSUs to Mark Goines

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

“That, for the purpose of ASX Listing Rule 10.14 and for all other purposes, the issue to Mark Goines of RSUs under the Restated Plan on the terms described in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 9 subject to the exclusions provided in the “Questions and Answers” section, except for Mark Goines who abstains from making a recommendation on Item 9 due to his personal interest in this proposal.

10. Approval of grant of RSUs to David Wiadrowski

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

“That, for the purpose of ASX Listing Rule 10.14 and for all other purposes, the issue to David Wiadrowski of RSUs under the Restated Plan on the terms described in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 10 subject to the exclusions provided in the “Questions and Answers” section, except for David Wiadrowski who abstains from making a recommendation on Item 10 due to his personal interest in this proposal.

11. Approve an amendment to the terms of 124,708 Options issued to Wendell Laidley

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

“That, for the purposes of ASX Listing Rule 6.23.4 and for all other purposes, the amendment to the terms of 124,708 Options issued to Wendell Laidley on the terms described in the Explanatory Notes, is approved.”

The Board recommends that our Shareholders vote “FOR” on this Item 11 subject to the exclusions provided in the “Questions and Answers” section.

12. Approve an offer to amend the terms of certain outstanding Options held by Company service providers pursuant to the Company's option repricing program

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

"That, for the purposes of ASX Listing Rule 6.23.4 and for all other purposes, the amendment to the terms of the options held by Company service providers on the terms and conditions set out in the Explanatory Notes, is approved."

The Board recommends that our Shareholders vote "FOR" on this Item 12 subject to the exclusions provided in the "Questions and Answers" section.

Record Date and Voting Rights

Shareholders may vote at the Annual Meeting if they are a Shareholder of record, hold CHESS Depositary Interests ("CDIs"), or are a beneficial owner of Shares or CDIs held in Street Name (as defined below) on 9 July 2020 at 10.00am (Sydney time) (5.00pm (San Francisco time) on 8 July 2020) (the "**Record Date**"). Section 2.11 of the Company's Bylaws provides that the Record Date shall not be more than 60 and not less than ten (10) days before the date of the Annual Meeting.

Holders of CDIs at the close of business on the Record Date are entitled to receive the Notice of Annual Meeting and to attend the Annual Meeting or any adjournment or postponement of the Annual Meeting. Holders of CDIs may also instruct our CDI depositary, CHESS Depositary Nominees Pty Ltd ("**CDN**"), to vote the Shares underlying their CDIs by following the instructions on the CDI Voting Instruction Form. CDN will vote the applicable Shares on behalf of each applicable CDI holder at the Annual Meeting in accordance with the instructions received via the CDI Voting Instruction Form.

Any Shareholder may request access to the list of Shareholders of Record entitled to vote at the Annual Meeting upon request to the Company's ASX Representative.

The Proxy Statement that accompanies and forms part of this Notice of Annual Meeting provides information in relation to each of the matters to be considered. This Notice of Annual Meeting and the Proxy Statement should be read in their entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their legal counsel, accountant, solicitor, or other professional advisor prior to voting.

Dated this 13 July 2020 (PDT)

By Order of the Board



John Philip Coghlan
Chairman

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF
PROXY MATERIALS FOR THE 2020 ANNUAL MEETING OF SHAREHOLDERS:

This Notice of Annual Meeting and Proxy Statement and the 31 December 2019 Financial Statements are
available at <https://investors.life360.com>.

Proxy Statement

**2020 ANNUAL MEETING OF SHAREHOLDERS
TO BE HELD ON 31 JULY 2020 (Australia) and 30 JULY 2020 (US)**

The Board of Directors (the "**Board**") of Life360, Inc. (the "**Company**") is soliciting proxies for use at the 2020 Annual Meeting of Shareholders (the "**Annual Meeting**") to be held 31 July 2020 at 9.30am (Sydney time) (4.30pm (San Francisco time) on 30 July 2020) and at any adjournment or postponement of the meeting. We expect to mail this proxy statement (this "Proxy Statement") and the accompanying Notice of the 2020 Annual Meeting (the "Notice of Annual Meeting") to Shareholders on or about 13 July 2020.

This is a completely virtual Annual Meeting. Shareholders can participate in the Annual Meeting virtually via the online platform by accessing <https://web.lumiagm.com> (Meeting ID 342-919-035).

QUESTIONS AND ANSWERS

What is the purpose of the Annual Meeting?

At the Annual Meeting, the Shareholders are invited to act upon the items and proposals outlined in the Notice of Annual Meeting. At the Annual Meeting, the CEO will also report on matters of current interest to Shareholders and respond to any questions from Shareholders who ask questions via the online platform. The matters outlined in the Notice of Annual Meeting include:

- the re-election of Alex Haro as a Director of the Company ("Item 1")
- the re-election of Mark Goines as a Director of the Company ("Item 2")
- the amendment and restatement of the Company's 2011 Stock Plan for the purposes of Delaware law ("Item 3")
- the approval of the Company's Restated 2011 Stock Plan for the purposes of ASX Listing Rule 7.2 ("Item 4")
- the approval of grant of 230,000 Options to Chris Hulls for the purposes of ASX Listing Rule 10.14 ("Item 5")
- the approval of the grant of RSUs to the non-executive directors for the purposes of ASX Listing Rule 10.14 ("Items 6 to 10")
- the approval of amendments to the terms of 124,708 options issued to Wendell Laidley ("Item 11")
- the approval of an offer to amend the terms of certain outstanding Options held by Company service providers pursuant to the Company's option repricing program ("Item 12")

Who is entitled to vote at the Annual Meeting?

Only those Shareholders of record, or beneficial owners of Shares or CDIs held in Street Name (as defined below), on Thursday, 9 July 2020 at 9.30am (Sydney time) (4.30pm (San Francisco time) on Wednesday, 8 July 2020) (the “Record Date”), will be entitled to vote at the meeting and any adjournment or postponement thereof.

As at the Record Date, there are 49,294,402 Shares of common stock outstanding (equivalent to 147,883,206 CDIs), all of which are entitled to vote with respect to the items to be acted upon at the Annual Meeting, subject to applicable voting exclusions. Therefore, there is currently a total of 49,294,402 votes entitled to be cast at the Annual Meeting.

Each Share of common stock is entitled to one vote per Share. Each CDI represents 1/3 of a Share of common stock.

Votes for, against and abstentions will all be counted as present and entitled to vote for purposes of determining whether a quorum is present.

Will any Shareholders be excluded from voting on any of the items?

In accordance with ASX Listing Rule 14.11.1, the Company will disregard any votes cast on certain resolutions by certain persons.

No votes will be excluded for Item 1, Item 2, or Item 3. Voting exclusions applicable to Item 4, Item 5, Item 6, Item 7, Item 8, Item 9, Item 10, Item 11 and Item 12 are set out in “What is the voting requirement to approve each of the items set forth in the Notice of Annual Meeting?” section.

How many Shares must be present for voting to hold the meeting?

Pursuant to Section 2.6 of the Company’s Bylaws, the holders of one-third of the Shares of stock issued and outstanding and entitled to vote at the Annual Meeting must be present in person (including by means of remote communication) or represented by proxy to constitute a quorum for the transaction of business. Shares are counted as present at the Annual Meeting if

- The Shareholder of record on the Record Date is present virtually (by registering their attendance via the virtual online facility at the Annual Meeting);
- The Shareholder of record on the Record Date, or the applicable beneficial owner, has properly submitted a proxy in a timely fashion as described in the Notice of Annual Meeting.

Abstentions and shares represented by “broker non-votes” are counted for the purpose of determining the presence of a quorum.

What is a proxy?

If you designate another person or entity to vote Shares that you own, such other person or entity is referred to as your proxy. If you designate someone as your proxy in a written document, that document is also called a proxy or a proxy card. When you designate a proxy, you may also direct the proxy how to vote your Shares. This is referred to as your “proxy vote”.

What is the difference between a Shareholder of record and a “Street Name” holder?

If you own Shares registered directly in your name with the Company’s U.S. share registrar, Computershare Trust Company, N.A. (“Computershare”), you are considered the Shareholder of record with respect to those Shares. As a Shareholder of record, you have the right to grant your voting proxy directly to the Company or to vote in person at the Annual Meeting.

If your Shares are held in a stock brokerage account or by a bank, trust or other nominee, then the broker, bank, trust or other nominee is considered to be the Shareholder of record with respect to those Shares, while you are considered the beneficial owner of those Shares and your Shares are held in street name (“**Street Name**”). Street Name holders generally cannot vote their Shares directly and must instead instruct the broker, bank, trust or other nominee how to vote their Shares using the method described in the notice that such broker, bank, trust or other nominee sends to the Street Name holders. Since a Street Name holder is not the Shareholder of record, the Street Name holder may not vote their Shares in person at the Annual Meeting unless such holder obtains a “legal proxy” from their applicable broker, bank, trustee, or nominee giving such holder the right to vote the Shares at the meeting.

CDN is the Shareholder of record for all Shares beneficially owned by holders of CDIs. Holders of CDIs are entitled to receive the Notice of Annual Meeting and attend the Annual Meeting and may direct CDN to vote at the Annual Meeting by using the method described in the CDI Voting Instruction Form.

What does it mean if I receive more than one printed set of proxy materials?

If you receive more than one printed set of proxy materials, it means that you hold Shares or CDIs registered in more than one account. To ensure that all of your Shares are voted, please submit proxies or voting instructions for all of your Shares or CDIs.

Can I vote my Shares or CDIs in person at the meeting?

Please Note: *You may only vote your Shares in person at the Annual Meeting by registering and participating in the virtual online facility if you own shares of common stock and are a Shareholder of record on the Record Date. CDI holders can participate in the Annual Meeting by registering and participating in the virtual online facility, however are unable to vote during the meeting. For votes to be counted, CDI holders must submit their properly completed CDI Voting Form and lodge it with the Company by the due date and in a manner as set out in this Notice of Annual Meeting.*

Even if you currently plan to attend the virtual meeting and vote your Shares at the meeting, we recommend that you submit a proxy so that your vote will be counted if you later decide not to attend the meeting. If you submit your vote by proxy and later decide to vote in person at the Annual Meeting, the vote you submit at the Annual Meeting will override your proxy vote.

If you are a Street Name holder of shares of common stock, you may vote your Shares in person at the meeting only if you obtain and provide to Computershare prior to the meeting a signed letter or other form of proxy from your broker, bank, trust or other nominee giving you the right to vote the Shares at the meeting.

How do I vote my Shares of common stock?

Shareholders are entitled to vote if they are a Shareholder on the Record Date regardless of whether they attend the Annual Meeting.

At the Annual Meeting, every holder of common stock present themselves or by proxy, is entitled to one vote for each Share of common stock held on the Record Date on all matters submitted to a vote of the Shareholders.

If you are a Shareholder of record, you can vote in any of the following ways:

Proxy Forms	
By mail	c/o Computershare Investor Services PO Box 505008 Louisville, KY 40233-9814 USA
Online	www.investorvote.com/LFTI
By phone	1-800-652-8683 (USA, US Territories & Canada only). Follow the instructions provided by the recorded message.
At the Annual Meeting by the following link: https://web.lumiagm.com (Meeting ID 342-919-035)	

How do I vote if I hold CDIs?

Important: If you are a *CDI holder*, you must take one of the following actions in order to vote at the Annual Meeting:

- Instructing CHESS Depository Nominees Pty Ltd. ("**CDN**"), as the Shareholder of record, to vote the Shares underlying your CDIs pursuant to your instructions in the CDI Voting Instruction Form provided to Computershare.
- Converting your CDIs into Shares of common stock and voting such Shares at the meeting in person or by proxy.

Note: In order to vote as a common stock holder in person at the meeting, such conversion to common stock must be completed prior to the Record Date. CDI holders should contact the Share Registry for information regarding the conversion process. If CDI holders convert their holding to common stock prior to the Record Date, then they may follow the instructions above for voting as a common stock holder.

- Informing the Company that you wish to nominate yourself or another person to be appointed as CDN's proxy with respect to the Shares underlying your CDIs for the purposes of attending and voting at the Annual Meeting by completing Step 2 in the enclosed CDI Voting Instruction Form.

Each CDI represents 1/3 of a Share. Therefore, each CDI holder will be entitled to one vote for every 3 CDIs that they hold.

CDI Voting Instruction Forms (Australian Register)	
By mail	Computershare Investor Services Pty Limited, GPO Box 242, Melbourne Victoria 3001, Australia
By fax	1800 783 447 (within Australia) +61 3 9473 2555 (outside Australia)
Online:	www.investorvote.com.au
Custodian Voting	For Intermediary Online subscribers only (custodians) please visit www.intermediaryonline.com to submit your voting intentions

How do I vote if I am a Street Name holder?

If you hold your Shares or CDIs in Street Name, you must vote your Shares or CDIs in the manner set forth by your broker, bank, trust or other nominee, which is similar to the voting procedures for Shareholders of record or CDI holders. You will receive a voting instruction form if nominated as a proxy (not a proxy card) to use in directing your applicable broker, bank, trust or other nominee how to vote your Shares or CDIs at the meeting.

Voting Mechanics

Proxy cards

Valid, signed and dated proxy cards must be received by Computershare no later than 9.30am (Sydney time) on Wednesday, 29 July 2020 (Sydney time) (4.30pm San Francisco time on Tuesday, 28 July 2020).

CDI Voting Instruction Forms

Completed CDI Voting Instruction Forms must be provided to Computershare no later than 9.30am (Sydney time) on Tuesday 28 July 2020 (Sydney time) (4.30pm San Francisco time on Monday 27 July 2020), in accordance with the instructions on that form. The CDI voting deadline is one business day prior to the date that Proxy Cards are due so that CDN may vote the Shares underlying the applicable CDIs.

In person (virtual attendance)

Physical attendance to the AGM is not available due to health and safety concerns related to the COVID-19 pandemic. Shareholders may attend the virtual online facility and vote online using the facility during the meeting. CDI Holders may attend the virtual AGM but will not be able to lodge a vote using the virtual online facility and are therefore urged to complete and submit their CDI Voting Forms as described above, for their vote to be counted.

Voting requirements and voting exclusions to approve each of the items set forth in the Notice of Annual Meeting

Please Note: *If you are not entitled to vote in person at the meeting and you do not submit your proxy or voting instructions to your broker, a “non-vote” occurs and your Shares will not be counted for the purpose of establishing a quorum and will have no effect on the outcome of any of the items.*

Abstentions are considered Shares present and entitled to vote for the purposes of determining a quorum, but will have no effect on the election of directors.

Subject to voting exclusion statements for a proposal, the vote required to approve each Item is set forth below. Information on voting exclusions is also set forth below.

Item 1 – Re-election of Alex Haro as a Director of the Company

Item 2 – Re-election of Mark Goines as a Director of the Company

Section 2.9 of the Company's Bylaws provides that all elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

Members of the Board are elected by plurality vote. Accordingly, the two director nominees who receive the highest number of "FOR" votes will be elected as directors. You may vote "FOR" or "ABSTAIN" on the re-election of each Director.

Item 3 – 2011 Stock Plan amendment and restatement (for the purposes of Delaware law)

Assuming a quorum is present at the Annual Meeting, a majority of the votes cast affirmatively or negatively is required to approve amendment and restatement of the 2011 Stock Plan.

You may vote "FOR", "AGAINST" or "ABSTAIN" on the proposal to approve the Restated Plan. Abstentions are considered Shares present and entitled to vote for the purposes of determining a quorum, but will have no effect on the voting for this proposal.

Item 4 – Approval of the Company's Amended and Restated 2011 Stock Plan (for the purposes of ASX Listing Rule 7.2)

Assuming a quorum is present at the Annual Meeting, a majority of the votes cast affirmatively or negatively is required to approve amendment and restatement of the 2011 Stock Plan.

You may vote "FOR", "AGAINST" or "ABSTAIN" on the proposal to approve the Restated Plan. Abstentions are considered shares present and entitled to vote and thus will have the effect of a vote "AGAINST" this proposal.

Voting Exclusion

The Company will disregard any votes cast in favour of the resolution by or on behalf of:

- a) any person who is eligible to participate in the Restated Plan; or
- b) an associate of any person who is eligible to participate in the Restated Plan.

However, this does not apply to a vote cast in favour of a resolution by:

- a) a person as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with directions given to the proxy or attorney to vote on the resolution in that way; or
- b) the chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or

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

Item 5 – Approval to issue 230,000 Options to Chris Hulls

Assuming a quorum is present at the Annual Meeting, a majority of the votes cast affirmatively or negatively is required to approve the issue of up to 230,000 Options to Chris Hulls for the purposes of with ASX Listing Rule 10.14.

You may vote “FOR”, “AGAINST” or “ABSTAIN” on the proposal to approve the Restated Plan. Abstentions are considered Shares present and entitled to vote for the purposes of determining a quorum, but will have no effect on the voting for this proposal.

Voting Exclusion

The Company will disregard any votes cast in favour of the resolution by or on behalf of:

- a) a person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Restated Plan; or
- b) an associate of that person or those persons.

However, this does not apply to a vote cast in favour of a resolution by:

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

Items 6 to 10 – Approval to issue RSUs to certain Non-Executive Directors

Assuming a quorum is present at the Annual Meeting, a majority of the votes cast affirmatively or negatively is required to approve the issue of RSUs to each of John Philip Coghlan, Brit Morin, James Synge, Mark Goines and David Wiadrowski.

You may vote “FOR”, “AGAINST” or “ABSTAIN” on the proposal to issue RSUs to each Non-Executive Director. Abstentions are considered Shares present and entitled to vote for the purposes of determining a quorum, but will have no effect on the voting for this proposal.

Voting Exclusion

The Company will disregard any votes cast in favour of the resolution 6, 7, 8, 9 and 10 by or on behalf of:

- a) a person referred to in Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Restated Plan; or
- b) an associate of that person or persons.

However, this does not apply to a vote cast in favour of a resolution by:

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

Item 11 – Amendment to terms of 124,708 Options issued to Wendell Laidley

Assuming a quorum is present at the Annual Meeting, a majority of the votes cast affirmatively or negatively is required to approve the amendment to the terms of 124,708 Options issued to Wendell Laidley in accordance with ASX Listing Rule 6.23.4.

Voting Exclusion

The Company will disregard any votes cast in favour of Item 11 by or on behalf of Wendell Laidley or any of his associates.

However, this does not apply to a vote cast in favour of a resolution by:

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

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

Item 12 – An offer to amend the terms of certain outstanding Options held by Company service providers pursuant to the Company’s option repricing program

Assuming a quorum is present at the Annual Meeting, a majority of the votes cast affirmatively or negatively is required to approve the offer to amend the terms of certain outstanding Options held by Company service providers pursuant to the Company’s option repricing program in accordance with ASX Listing Rule 6.23.4.

Voting Exclusion

The Company will disregard any votes cast in favour of Item 12 by or on behalf of any holder of Designated Options or any of their associates.

However, this does not apply to a vote cast in favour of a resolution by:

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

How do I change my vote or revoke my proxy?

If you are a Shareholder of record, you may change your vote or revoke your proxy by:

- filing a written statement to that effect with our ASX Representative at or before the taking of the vote at the Annual Meeting in the manner specified below;
- submitting a properly signed proxy card with a later date that is received prior to the close of voting; or
- attending the Annual Meeting using the virtual online facility, revoking your proxy, and voting via the online facility.

If the written statement is not filed at the AGM, the written statement to the ASX Representative should be delivered by not later than 9.30am (Sydney time) on Wednesday 29 July 2020 (being 4.30pm on Tuesday 28 July San Francisco time). The written statement can be delivered to Company Matters Pty Ltd, Level 12, 680 George Street, Sydney NSW 2000 (PO Box 20547, World Square NSW 2002) Attention: Graeme Blackett, or hand delivered to such address.

If you are a beneficial owner and hold shares through a broker, bank, or other nominee, you may submit new voting instructions by contacting your broker, bank, or other nominee. You may also change your vote or revoke your voting instructions in person at the Annual Meeting if you obtain a signed proxy from the record holder (broker, bank, or other nominee) giving you the right to vote the shares.

If you are a holder of CDIs and you direct CDN how to vote by completing the CDI Voting Instruction Form, you may revoke those directions by delivering to Computershare, by 9.30am on Tuesday 28 July 2020 (Sydney time) (4.30pm San Francisco time on Monday 27 July 2020) a written notice of revocation bearing a later date than the CDI Voting Instruction Form previously sent.

Who pays for the cost of proxy preparation and solicitation?

The Company pays for the cost of proxy preparation and solicitation, including the reasonable charges and expenses of brokerage firms, banks, trusts or other nominees for forwarding proxy materials to Street Name holders and CDI holders. The Company is soliciting proxies by mail. In addition, the Directors, officers and regular employees of the Company may solicit proxies personally, telephonically, electronically or by other means of communication. The Company's Directors, officers and regular employees will receive no additional compensation for their services other than their regular compensation.

How can I ask questions if I cannot attend the meeting in person?

Only Shareholders that attend the AGM via the virtual online facility will be able to ask questions at the meeting. If you have a specific question that you would like to submit to the Chairman of the meeting, please send your question via jmasojada@life360.com OR to: Company Matters Level 12, 680 George Street, Sydney NSW Australia 2000 (PO Box 20547, World Square NSW Australia 2002) Attention: Graeme Blackett no later than 9.30am (Sydney time) on Tuesday 28 July 2020 (Sydney time) (4.30pm (San Francisco time) on Monday 27 July 2020.

Notice of Board Ratification of Defective Corporate Act

Notice is hereby given, pursuant to Section 204(g) of the Delaware General Corporation Law (the "DGCL"), that on 23 July 2019, the Board of Directors of the Company adopted the resolutions attached hereto as Annexure D. Such resolutions of the Board of Directors approved, pursuant to Section 204 of the DGCL, of the ratification of the defective corporate act identified therein (the "Ratification"). Annexure D also identifies, among other things, the nature of the failures of authorization in respect of such defective corporate act. The "validation effective time" (as that term is used in Section 204 of the DGCL) with respect to the defective corporate act identified in Annexure D was the date on which the Board of Directors adopted the resolutions attached as Annexure D.

Any claim that the defective corporate act (including all putative stock) identified in Annexure C are void or voidable due to the failure of authorization, or any claim that the Court of Chancery of the State of Delaware should declare in its discretion that the Ratification not be effective or be effective only on certain conditions, must be brought within 120 days from the date of this Notice set forth below.

THIS NOTICE IS BEING GIVEN ON JULY 13, 2020

Items of Business at the Annual Meeting

ITEMS 1 - 2 – RE-ELECTION OF DIRECTORS

Article VII of the Company's Certificate of Incorporation requires Directors designated to three different classes to retire upon the first, second or third annual meeting of Shareholders following such designation. If elected, the Director will hold office for a further 3 years or until his or her earlier resignation or removal.

ASX Listing Rule 14.4 provides that a Director of the Company must not hold office (without re-election) past the third Annual Meeting following the Director's appointment or 3 years, whichever is longer. However, a Director appointed to fill a casual vacancy or as an addition to the Board must not hold office (without re-election) past the next Annual Meeting of the Company.

Item 1: Re-election of Alex Haro to the Board

The Board of Directors appointed Alex Haro as a Class I Director of the Company, which came into effect upon listing of the Company to the ASX on 9 May 2019. In accordance with Article VII of the Company's Certificate of Incorporation, Alex Haro will retire at the Annual Meeting and being eligible for re-election, submits himself for re-election as a director by shareholders of the Company.

Alex is a Co-founder and Non-Executive Director of the Company, having previously served as Executive Director and President. He previously worked on Orbited, a popular open source project that allows real-time communication in the browser. Alex studied Computer Science at Pomona College / Harvey Mudd. Alex was honored as one of the 2015 Forbes 30 Under 30 in the Consumer Technology category

If elected, Alex Haro will hold office as a Class I director until the 2023 annual meeting of Shareholders. If elected, the Board considers that Alex Haro will not be an independent director.

Board Recommendation and Chairman's voting intention for Item 1:

The Board (other than Alex Haro) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

Item 2: Re-election of Mark Goines to the Board

The Board of Directors appointed Mark Goines as a Class I Director of the Company, which came into effect upon listing of the Company to the ASX on 9 May 2019. In accordance with Article VII of the Company's Certificate of Incorporation, Mark Goines will retire at the Annual Meeting and being eligible for re-election, submits himself for re-election as a director by shareholders of the Company.

Mark is the Vice Chairman of Personal Capital, an online financial advisor and personal wealth management company. He currently also sits on the boards of BillFloat, Odeka and Credit Interlink. Mark holds a Bachelor of Science and a Master of Business Administration from the University of California, Berkeley

If elected, Mark Goines will hold office as a Class I director until the 2023 meeting of Shareholders. If elected, the Board considers that Mark Goines will be an independent director.

Board Recommendation and Chairman's voting intention for Item 2:

The Board (other than Mark Goines) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

ITEM 3 – 2011 STOCK PLAN AMENDMENT AND RESTATEMENT (FOR THE PURPOSES OF DELAWARE LAW)

The Company established the 2011 Stock Plan (the “**Plan**”) to assist in attracting, motivating and retaining directors, management and employees. Key principles underpinning the Company's remuneration strategy include the creation of long-term shareholder value, alignment with shareholder interests, market competitiveness, recognition of individual performance and experience, and also recognition for Company performance. The Company reviews its remuneration policies and practices on an ongoing basis in order to ensure that they are consistent with its strategic goals and human resources objectives and to ensure that they are designed to enhance corporate and individual performance.

The Plan provides for the grant of incentive stock options to employees of the Company and its subsidiaries and certain related bodies corporate, and for the grant of non-statutory stock options, restricted stock and RSUs to employees and consultants of the Company, its subsidiaries and certain related bodies corporate and to the members of the Board. A summary of the Plan prior to the restatement is set out in Annexure A. A summary of the material terms of the Restated Plan is set out in Annexure B. A copy of the Restated Plan, marked-up to show the amendments, is attached as Annexure C.

In the U.S., a maximum aggregate number of shares is authorized for issuance under an employee incentive plan (“**Authorized Pool**”). The Authorized Pool for the Company's Plan, prior to giving effect to the Increased Pool (as defined below) was 18,118,548 shares (equivalent to 54,355,644 CDIs).

The prior Authorized Pool was fixed by the Board in November 2018 with effectiveness from May 2019. Since fixing the prior Authorized Pool, the demand for talented employees, particularly engineers, has continued to increase, especially in San Francisco. The Company competes with many companies including Amazon, Facebook, Google and Uber for talent for both new hires and existing employees.

Accordingly, in a backdrop of increased competition for talented employees and short-term market volatility and valuation pressures, the Company needs the flexibility to issue additional equity under the Restated Plan to:

- secure the best talent by offering remuneration packages, which include option and RSU grants, that are competitive with more established tech companies;
- retain existing high performers by providing additional “top-up” grants of options and RSUs to selected employees.

Accordingly, in accordance with Delaware law, the Board has increased the Authorized Pool from 18,118,548 securities to 21,781,589 securities, with effect from 10 March 2020 (the “**Increased Pool**”). As of 23 June 2020, of the Increased Pool, 17,524,436 securities have been granted with 4,257,153 securities available for issuance.

The Board has also amended the Restated Plan, in accordance with Delaware Law, with the effect that the Authorized Pool will automatically increase on 1 January each year, commencing on 1 January 2021 in an amount equal to the lesser of (i) 5% of the Company's outstanding share capital on the immediately preceding

December 31, (ii) 5,000,000 Shares and (iii) such number of securities determined by the Board. This annual increase is consistent with market practice for higher growth companies in the software and internet verticals.

The Increased Pool is required for the purposes of granting tax-advantaged stock options under the U.S. Internal Revenue Code of 1986, as amended and to have a valid security exemption under California law for service providers resident in California. The ability of the Company to issue new securities to directors, management and employees is subject to the restrictions in the ASX Listing Rules.

Should the shareholders fail to approve the Restated Plan, including the Increased Pool, the Company will face certain US federal tax and California state securities laws implications for equity grants made from the portion of the pool that has not been approved by the shareholders. In this case, the Company would not be able to grant incentive stock options (i.e., tax-qualified options) for U.S. federal tax purposes and individuals who are resident in California would have recession rights with respect to grants out of the portion of the pool that has not been approved by shareholders.

Board Recommendation and Chairman's voting intention for Item 3:

The Board recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

ITEM 4 – APPROVAL OF THE COMPANY'S AMENDED AND RESTATED 2011 STOCK PLAN (FOR PURPOSES OF ASX LISTING RULE 7.2)

ASX Listing Rule 7.1 limits the number of equity securities that a listed entity may issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that period (subject to certain adjustments and permitted exceptions).

ASX Listing Rule 7.2, exception 13, provides that ASX Listing Rule 7.1 does not apply to the issue of securities under an employee incentive scheme if, within three years before the issue date, securityholders have approved the issue of securities under the scheme as an exception to ASX Listing Rule 7.1. The Restated Plan is an employee incentive scheme for the purposes of ASX Listing Rule 7.2, exception 13.

If the Restated Plan is approved by Shareholders, issues under the Restated Plan over the next three years will fall under ASX Listing Rule 7.2, exception 13 and will not affect the Company's ability to separately issue up to 15% of its total ordinary securities in any 12 month period (without having to obtain further shareholder approval). However, the exception does not apply to Directors and their associates, who are deemed related parties of the Company, and issues to such persons will require separate approval under ASX Listing Rule 10.14.

When seeking approval under ASX Listing Rule 7.2, exception 13, the Company is required to inform Shareholders of the maximum number of securities that may be granted under the Restated Plan over the next three years ("**Maximum Number**").

The Maximum Number is not intended to be a predication of the actual number of securities to be issued under the Restated Plan, but simply a maximum number for the purposes of setting a ceiling on the number of securities approved to be issued for the purpose of ASX Listing Rule 7.2, exception 13.

The Company has fixed the Maximum Number at 16,000,000 securities for the reasons set out in the below table. However, the Company currently expects new hire and performance grants to be approximately 10,000,000 securities which, on average, represents approximately 5% of Shares on a fully diluted basis per year. The remaining 6,000,000 securities may be used as grants to replace departing employees, which do not result in economic dilution to Shareholders as unvested grants will be forfeited. This expectation is based on several factors including competition for talent and the Company's CDI price which directly impacts an employee's total compensation.

The categories of grants taken into consideration when fixing the Maximum Number are as follows:

Employee turnover	The equity awards granted under the Restated Plan are subject to vesting conditions. If an employee ceases employment prior to the vesting of their awards, those awards are forfeited. Forfeited equity awards do not have any dilutive impact on Shareholders. However, the cancelled equity awards are counted towards the Maximum Number of equity awards that may be granted under the Restated Plan for the purposes of ASX Listing Rule 7.2, exception 13. When replacing a departed employee, the Company will in practice be required to grant new equity awards to the replacement employee. The new equity awards are generally subject to similar vesting conditions as applied to the awards forfeited by the departing employee. These new awards are also counted towards the Maximum Number of equity awards that may be granted under the Restated Plan for the purposes of ASX Listing Rule 7.2, exception 13. The Company has considered employee turnover, the potential forfeited awards and the potential replacement employee awards when determining the Maximum Number.
New employees	As the Company continues to expand, it will continue to hire new employees particularly in engineering and product. When hiring for new positions, competition for employees necessitates the Company offering remuneration packages which include option and/or RSU grants. These awards count towards the Maximum Number of equity awards that may be granted under the Restated Plan for the purposes of ASX Listing Rule 7.2, exception 13. The Company has considered these new awards when determining the Maximum Number.
Performance awards	In order to retain and motivate its employees, the Company intends to grant new equity awards to employees during its semi-annual performance review cycle. This is customary for US technology companies and consistent with market practice.

	These awards count towards the Maximum Number of equity awards that may be granted under the Restated Plan for the purposes of ASX Listing Rule 7.2, exception 13. The Company has considered these new awards when determining the Maximum Number.
--	---

A summary of the material terms of the Plan prior to the restatement is set out in Annexure A. A summary of the material terms of the Restated Plan is set out in Annexure B. A copy of the Restated Plan, marked-up to show the amendments described in Item 3, is attached as Annexure C.

This resolution has been prepared on the basis that the Item 3 resolution will be approved by Shareholders.

Specific information required by ASX Listing Rule 7.2

In accordance with ASX Listing Rule 7.2 exception 13, information is provided as follows:

The material terms of the Restated Plan	The material terms of the Restated Plan are summarised in Annexure B.
Securities issued under the Restated Plan since the Company was listed on ASX	The Company has issued 3,868,617 securities under the Restated Plan between 9 May 2019 (the date the Company was listed on ASX) and 23 June 2020.
Maximum number of securities that may be issued under the Restated Plan over the next three years	Up to 16,000,000 securities.

Board Recommendation and Chairman's voting intention for Item 4:

The Board recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution. This will enable the Company to have flexibility to issue securities by taking advantage of ASX Listing Rule 7.2, exception 13.

ITEM 5 – APPROVAL TO ISSUE OPTIONS TO CHRIS HULLS FOR PURPOSES OF ASX LISTING RULE 10.14

Item 5 seeks Shareholder approval in accordance with ASX Listing Rule 10.14 for the grant of 230,000 Options over ordinary shares (**Options**) to Chris Hulls, as a Chief Executive Officer under the Restated Plan.

The Board considers that this grant of Options to Chris Hulls would be a cost effective and efficient reward for the Company to make to appropriately incentivise his continued performance, and is consistent with the strategic goals and targets of the Company.

The Options will have an exercise price equal to the Meeting Date fair market value ("**Meeting Date FMV**").

The "**Meeting Date FMV**" shall be reflected as a U.S. Dollar value and shall be equal to the closing price of one CDI on the Meeting Date or, if there is no such closing price, the last closing price of one CDI prior to the Meeting Date (Sydney time), as adjusted as necessary to (i) reflect the CDI/per share of Common Stock ratio in effect as of such Meeting Date and (ii) take into account the exchange rate for such currency as published in the Wall Street Journal on the Meeting Date or, if there is no exchange rate for such date, the last exchange rate published prior to the Meeting Date.

The Options will vest monthly over 48 months from 10 April 2020 provided that Chris Hulls remains an Officer and Director of the Company as at the applicable vesting date. The Options will have an expiry date of 9 April 2030.

Refer to Annexure B for a summary of the terms and conditions of the Restated Plan.

ASX Listing Rule 10.14

In accordance with ASX Listing Rule 10.14, the Company must not permit a Director and any of his or her associates to acquire securities under an employee incentive scheme unless it obtains Shareholder approval. Therefore, the issue of the Options to Chris Hulls requires the approval of Shareholders for the purposes of ASX Listing Rule 10.14

Specific Information required by ASX Listing Rule 10.15

For the purposes of ASX Listing Rule 10.15, the following additional information is provided to Shareholders:

Recipient of Options	Options will be granted to Chris Hulls, the Founder and CEO of the Company. Chris Hulls is a Director of the Company and consequently falls under the category of person in ASX Listing Rule 10.14.1.
Number of Options to be granted	230,000
Chris Hulls' current cash remuneration	A base salary of US\$360,000 and a target cash bonus of US\$100,000 for the period 1 January 2020 to 31 December 2020.
Number of securities previously granted under the Plan	• 1 October 2013: 167,000 options with an exercise price of US\$0.58 and an expiry date of 30 September 2023.* • 31 October 2013: 520,843 options with an exercise price of US\$0.58 per Share and an expiry date of 30 October 2018.** • 11 August 2014: 707,996 options with an exercise price of US\$0.91 per Share and an expiry date of 10 August 2024.* • 11 August 2014: 9,736 options with an exercise price of US\$0.91 per Share and an expiry date of 10 August 2024.* • 24 October 2017: 208,987 options with an exercise price of US\$2.15 per Share and an expiry date of 23 October 2027. • 16 July 2018: 1,269,386 options with an exercise price of US\$2.53 per Share and an expiry date of 15 July 2028.

	• 30 October 2018: 10 options with an exercise price of US\$9.55 per Share and an expiry date of 29 October 2028. • 7 April 2020: 49,453 RSUs. The Company valued the RSUs at US\$205,724. *This grant was subsequently cancelled and is not currently outstanding. No Shares subject to the grant were exercised. **This grant subsequently expired and is not currently outstanding. No Shares subject to the grant were exercised.																		
Why this type of security is being used	It is market practice in the U.S. for executive compensation to include an equity component (commonly Options and/or RSUs) to incentivize and retain individuals and align their interests with the interests of the shareholders. The proposed issue of Options to Chris Hulls is a cost effective way to incentivize and retain Chris Hulls.																		
Summary of material terms of the Options and the Restated Plan	The Options will vest monthly over the four years from 10 April 2020 provided that Chris Hulls remains an Officer and Director of the Company as at the applicable vesting date. Vested Options can be exercised for Shares for the aggregate exercise price at any time. Unvested Options automatically lapse upon a termination of service unless otherwise determined by the Board. The Options will be issued on terms and conditions set out in the Restated Plan, a summary of which is provided in Annexure B, and a copy of which is attached as Annexure C.																		
Value attributed to the Options	The value attributed to the Options is US\$374,930 based on Fair Market Value, as of 23 June 2020, calculated by the Company using the Black Scholes model based on the following assumptions; provided, however, this amount will vary as the Meeting Date FMV of a Share changes: <table> <tr> <td>CDI price (A)</td><td>A\$2.00</td></tr> <tr> <td>Exercise price (Meeting Date FMV)</td><td></td></tr> <tr> <td>(A)</td><td>US\$4.15</td></tr> <tr> <td>Expected term (B)</td><td>6.02</td></tr> <tr> <td>Risk free rate (C)</td><td>0.44%</td></tr> <tr> <td>Volatility (D)</td><td>40.99%</td></tr> <tr> <td>Option term</td><td>10 years</td></tr> <tr> <td>Vesting condition</td><td>1/48 monthly</td></tr> <tr> <td>Dividend Yield (E)</td><td>0%</td></tr> </table> A Share price of the Company as of 23 June 2020 is A\$2.00. The FMV is the share price converted from CDI (3:1 ratio) and to USD. B The Company has considered the vesting period, contractual life, and weighted average term of each vesting schedule to determine the expected term. The Company determined that limited exercise activities in current and prior years may not provide reliable evidence of exercise behavior. Based on these fact patterns, the Company determined that the plain vanilla expected term (or simplified method) as per SAB Topic 14 (or SAB No. 107) is appropriate. This calculation is applied to each individual grant uniquely by using the grant date, vesting schedule, and grant term to determine the midpoint between the vesting period and contractual term for employee awards.	CDI price (A)	A\$2.00	Exercise price (Meeting Date FMV)		(A)	US\$4.15	Expected term (B)	6.02	Risk free rate (C)	0.44%	Volatility (D)	40.99%	Option term	10 years	Vesting condition	1/48 monthly	Dividend Yield (E)	0%
CDI price (A)	A\$2.00																		
Exercise price (Meeting Date FMV)																			
(A)	US\$4.15																		
Expected term (B)	6.02																		
Risk free rate (C)	0.44%																		
Volatility (D)	40.99%																		
Option term	10 years																		
Vesting condition	1/48 monthly																		
Dividend Yield (E)	0%																		

	C The Company has used the rate currently available on zero-coupon U.S. Treasury constant maturities based on the expected term of the share options. The data was sourced from the U.S. Treasury website. D The Company calculated historical volatility from a subset of comparable companies consistent with the Company's past practices and methodologies. Volatilities used for grants are based on an equal weighting of the historical daily volatilities of its determined peer group over a comparable lookback period as the expected term of the grant. E The Company has not paid dividends in the past and does not expect to pay dividends in the distant future. As a result, a zero expected dividend yield has been used in the valuation.
Date of issue of Options	The Meeting Date.
Price of issue of Options	The Company will issue the Options to Chris Hulls under the Restated Plan for nil cash consideration.
Summary of material terms of any loan in relation to the acquisition	The Company will not make a loan to Chris Hulls in connection with the issue of the Options.

If the resolution in Item 5 is passed, the Company will proceed to grant the relevant Options to Chris Hulls. If the resolution in Item 5 is not passed, the Company will not grant the relevant Options to Chris Hulls and will consider alternative incentives.

Details of any securities issued under the Restated Plan will be published in the Company's Annual Report relating to the period in which they were issued, along with a statement that the approval for the issue was obtained under ASX Listing Rule 10.14.

Any additional persons covered by ASX Listing Rule 10.14 who become entitled to participate in an issue of securities under the Restated Plan after this resolution is approved, and who were not named in this Notice of Annual Meeting will not participate until approval is obtained under that ASX Listing Rules.

Board Recommendation and Chairman's voting intention for Item 5:

The Board (other than Chris Hulls) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

ITEMS 6 - 10 – APPROVAL OF GRANT OF RSUs TO NON-EXECUTIVE DIRECTORS FOR PURPOSES OF ASX LISTING RULE 10.14

Items 6 to 10 seek Shareholder approval in accordance with ASX Listing Rule 10.14 for the grant of restricted stock units ("RSUs") to the relevant Non-Executive Directors of the Company under the Restated Plan.

The Remuneration and Nomination Committee believes that Non-Executive Directors should maintain a meaningful level of share ownership to further align their interests with those of the Company's Shareholders. Accordingly, the Remuneration and Nomination Committee has determined that the equity component of each Non-Executive Director's remuneration will form between 67% to 75% of his or her total Director fee (with the remaining 25% to 33% being paid in cash).

ASX Listing Rule 10.14

In accordance with ASX Listing Rule 10.14, the Company must not permit a Director and any of his or her associates to acquire securities under an employee incentive scheme unless it obtains Shareholder approval. The issue of the RSUs to the Non-Executive Directors requires the approval of Shareholders for the purposes of ASX Listing Rule 10.14.

Accordingly, the Company seeks Shareholder approval for the grant of RSUs to each Non-Executive Director.

Details of any securities issued under the Restated Plan will be published in the Company's Annual Report relating to the period in which they were issued, along with a statement that the approval for the issue was obtained under ASX Listing Rule 10.14.

Any additional persons covered by ASX Listing Rule 10.14 who become entitled to participate in an issue of securities under the Restated Plan after this resolution is approved, and who were not named in this Notice of Annual Meeting will not participate until approval is obtained under that ASX Listing Rules.

Item 6 – Approval of grant of RSUs to John Philip Coghlan for purposes of ASX Listing Rule 10.14

Item 6 seeks Shareholder approval in accordance with ASX Listing Rule 10.14 for the grant of RSUs to John Philip Coghlan under the Restated Plan.

Specific Information Required by ASX Listing Rule 10.15

Information must be provided to Shareholders for the purposes of obtaining Shareholders approval as follows:

Recipient of RSUs	RSUs will be granted to John Philip Coghlan the Chairman and a Non-Executive Director of the Company. As John Philip Coghlan is a director of the Company, he falls under the category of person in ASX Listing Rule 10.14.1.	
Number of RSUs to be granted	The number of RSUs to be issued to John Coghlan will be calculated using the following formulas (rounded down to the nearest whole Share):	
		Formula
	First Coghlan Grant	$\frac{US\$23,906.25}{\text{Meeting Date FMV}}$
	Second Coghlan Grant	$\frac{US\$63,750.00}{\text{Meeting Date FMV}}$
Note: the “ Meeting Date FMV ” shall be reflected as a U.S. Dollar value and shall be equal to the closing price of one CDI on the Meeting Date or, if there is no such closing price, the last closing price of one CDI prior to the Meeting Date (Sydney time), as adjusted as necessary to (i) reflect the CDI/per share of Common Stock ratio in effect as of such Meeting Date and (ii) take into account the exchange rate for such currency as published in the Wall Street Journal on the Meeting Date or, if there is no exchange rate for such date, the last exchange rate published prior to the Meeting Date.		

	Note: The Second Coghlan Grant includes US\$3,750 for his role as a Member on the Audit & Risk Management Committee. Example The below table is indicative only and illustrates the number of RSUs that could be issued to John Coghlan based on different Meeting Date FMVs: <table><tr><td></td><td>First Coghlan Grant</td><td>Second Coghlan Grant</td></tr><tr><td>Based on a Meeting Date FMV of 3.10⁽¹⁾</td><td>7,711</td><td>20,564</td></tr><tr><td>Based on a Meeting Date FMV of 5.17 ⁽²⁾</td><td>4,624</td><td>12,330</td></tr><tr><td>Based on a Meeting Date FMV of 7.24⁽³⁾</td><td>3,301</td><td>8,805</td></tr></table> (1) Rounded to the nearest whole cent and assuming a closing price of A\$1.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (2) Rounded to the nearest whole cent and assuming a closing price of A\$2.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (3) Rounded to the nearest whole cent and assuming a closing price of A\$3.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895.		First Coghlan Grant	Second Coghlan Grant	Based on a Meeting Date FMV of 3.10 ⁽¹⁾	7,711	20,564	Based on a Meeting Date FMV of 5.17 ⁽²⁾	4,624	12,330	Based on a Meeting Date FMV of 7.24 ⁽³⁾	3,301	8,805
	First Coghlan Grant	Second Coghlan Grant											
Based on a Meeting Date FMV of 3.10 ⁽¹⁾	7,711	20,564											
Based on a Meeting Date FMV of 5.17 ⁽²⁾	4,624	12,330											
Based on a Meeting Date FMV of 7.24 ⁽³⁾	3,301	8,805											
Current total remuneration package	US\$30,000 cash for the 12 month period ending 14 May 2021. RSUs with a value of US\$63,750, the subject of this Shareholder approval. US\$1,250 in cash for the 12 month period ending 14 May 2021 for membership of the Audit & Risk Management Committee.												
Number of securities previously granted under the Restated Plan	30 June 2016: 47,938 options with an exercise price of US\$0.18 and an expiry date of 27 June 2022. 24 October 2017: 143,226 options with an exercise price of US\$2.15 per Share and an expiry date of 23 October 2027. 14 March 2019: 48,946 options with an exercise price of US\$6.28 per Share and an expiry date of 13 March 2029. No consideration was paid for the grant of the above options.												
Summary of material terms of the RSUs and the Restated Plan	The RSUs subject to the First Coghlan Grant will be fully vested upon grant and settled in Shares for nil consideration in consideration for service provided by John Coghlan for the period 1 January 2020 through 14 May 2020. The RSUs subject to the Second Coghlan Grant will vest quarterly over the year following 15 May 2020 provided that John Philip Coghlan remains a Director of the Company as at the applicable vesting date and are settled in Shares for nil consideration. Unvested RSUs automatically lapse upon a termination of service unless otherwise determined by the Board. The RSUs will be issued on terms and conditions set out in the Restated Plan, a summary of which is provided in Annexure B.												

Value attributed to the RSUs	The Company values the RSUs at US\$23,906.25 with respect to the First Coghlan Grant and (y) US\$63,750.00 with respect to the Second Coghlan Grant.
Date of issue of RSUs	The Meeting Date.
Price of issue of RSUs	The Company will issue the RSUs to John Philip Coghlan under the Restated Plan for nil cash consideration.
Summary of material terms of loan in relation to the acquisition	The Company will not make a loan to John Philip Coghlan in connection with the issue of the RSUs or Shares.

If the resolution in Item 6 is passed, the Company will proceed to grant the relevant RSUs to John Philip Coghlan. If the resolution in Item 6 is not passed, the Company will not grant the relevant RSUs to John Philip Coghlan and will increase the cash component of his fee from US\$30,000 to US\$117,656.25 per annum (including \$23,906.25 of cash compensation for service as a Director for the period 1 January 2020 through 14 May 2020).

Board Recommendation and Chairman's voting intention for Item 6:

The Board (other than John Philip Coghlan) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

Item 7 - Approval of grant of RSUs to Brit Morin for purposes of ASX Listing Rule 10.14

Item 7 seeks Shareholder approval in accordance with ASX Listing Rule 10.14 for the grant of RSUs to Brit Morin under the Restated Plan, for the year ending December 2020.

Specific Information Required by ASX Listing Rule 10.15

Information must be provided to Shareholders for the purposes of obtaining Shareholders approval as follows:

Recipient of RSUs	RSUs will be granted to Brit Morin, a Non-Executive Director of the Company. As Brig Morin is a director of the Company, she consequently falls under the category of person in ASX Listing Rule 10.14.1	
Number of RSUs to be granted	The number of RSUs to be issued to Brit Morin will be calculated using the following formulas (rounded down to the nearest whole Share):	
		Formula
	First Morin Grant	$\frac{US\$22,500.00}{\text{Meeting Date FMV}}$
	Second Morin Grant	$\frac{US\$60,000.00}{\text{Meeting Date FMV}}$
Note: the "Meeting Date FMV" shall be reflected as a U.S. Dollar value and shall be equal to the closing price of one CDI on the Meeting Date or, if there is no such closing price, the last closing price of one CDI prior to the Meeting Date (Sydney		

	time), as adjusted as necessary to (i) reflect the CDI/per share of Common Stock ratio in effect as of such Meeting Date and (ii) take into account the exchange rate for such currency as published in the Wall Street Journal on the Meeting Date or, if there is no exchange rate for such date, the last exchange rate published prior to the Meeting Date. Example The below table is indicative only and illustrates the number of RSUs that could be issued to Brit Morin based on different Meeting Date FMVs: <table><tr><th></th><th>First Morin Grant</th><th>Second Morin Grant</th></tr><tr><td>Based on a Meeting Date FMV of 3.10⁽¹⁾</td><td>7,258</td><td>19,354</td></tr><tr><td>Based on a Meeting Date FMV of 5.17 ⁽²⁾</td><td>4,352</td><td>11,605</td></tr><tr><td>Based on a Meeting Date FMV of 7.24⁽³⁾</td><td>3,107</td><td>8,287</td></tr></table> (1) Rounded to the nearest whole cent and assuming a closing price of A\$1.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (2) Rounded to the nearest whole cent and assuming a closing price of A\$2.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (3) Rounded to the nearest whole cent and assuming a closing price of A\$3.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895.		First Morin Grant	Second Morin Grant	Based on a Meeting Date FMV of 3.10 ⁽¹⁾	7,258	19,354	Based on a Meeting Date FMV of 5.17 ⁽²⁾	4,352	11,605	Based on a Meeting Date FMV of 7.24 ⁽³⁾	3,107	8,287
	First Morin Grant	Second Morin Grant											
Based on a Meeting Date FMV of 3.10 ⁽¹⁾	7,258	19,354											
Based on a Meeting Date FMV of 5.17 ⁽²⁾	4,352	11,605											
Based on a Meeting Date FMV of 7.24 ⁽³⁾	3,107	8,287											
Current total remuneration package	US\$20,000 cash for the 12 month period ending 14 May 2021. RSUs with a value of US\$60,000, the subject of this Shareholder approval.												
Number of securities previously granted under the Restated Plan	24 January 2018: 93,947 options with an exercise price of US\$2.15 per share, and an expiry date of 23 January 2028.												
Summary of material terms of the RSUs and the Restated Plan	The RSUs subject to the First Morin Grant will be fully vested upon grant in consideration for service provided by Brit Morin for the period 1 January 2020 through 14 May 2020. The RSUs subject to the Second Morin Grant will vest quarterly over the year following 15 May 2020 provided that Brit Morin remains a Director of the Company as at the applicable vesting date and are settled in Shares for nil consideration. Unvested RSUs automatically lapse upon a termination of service unless otherwise determined by the Board. The RSUs will be issued on terms and conditions set out in the Restated Plan, a summary of which is provided in Annexure B.												
Value attributed to the RSUs	The Company values the RSUs at US\$22,500.00 with respect to the First Morin Grant and (y) US\$60,000.00 with respect to the Second Morin Grant.												

Date of issue of RSUs	The Meeting Date.
Price of issue of RSUs	The Company will issue the RSUs to Brit Morin under the Restated Plan for nil cash consideration.
Summary of material terms of loan in relation to the acquisition	The Company will not make a loan to Brit Morin in connection with the issue of the RSUs or Shares.

If the resolution in Item 7 is passed, the Company will proceed to grant the relevant RSUs to Brit Morin. If the resolution in Item 7 is not passed, the Company will not grant the relevant RSUs to Brit Morin and will increase the cash component of her fee from US\$20,000 to US\$102,500 per annum (including \$22,500 of cash compensation for service as a Director for the period 1 January 2020 through 14 May 2020).

Board Recommendation and Chairman's voting intention for Item 7:

The Board (other than Brit Morin) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

Item 8 - Approval of grant of RSUs to James Synge for purposes of ASX Listing Rule 10.14

Item 8 seeks Shareholder approval in accordance with ASX Listing Rule 10.14 for the grant of RSUs to James Synge under the Restated Plan, for the year ending December 2020.

Specific Information Required by ASX Listing Rule 10.15

Information must be provided to Shareholders for the purposes of obtaining Shareholders' approval as follows:

Recipient of RSUs	RSUs will be granted to James Synge, a Non-Executive Director of the Company. As James Synge is a director of the Company, he consequently falls under the category of person in ASX Listing Rule 10.14.1.
Number of RSUs to be granted	The number of RSUs to be issued to James Synge will be calculated using the following formula (rounded down to the nearest whole Share): $\frac{\text{US\$63,750}}{\text{Meeting Date FMV}}$ Note: the US\$63,750 fee includes US\$3,750 for his role as a Member on the Audit & Risk Management Committee. Note: the "Meeting Date FMV" shall be reflected as a U.S. Dollar value and shall be equal to the closing price of one CDI on the Meeting Date or, if there is no such closing price, the last closing price of one CDI prior to the Meeting Date (Sydney time), as adjusted as necessary to (i) reflect the CDI/per share of Common Stock ratio in effect as of such Meeting Date and (ii) take into account the exchange rate for such currency as published in the Wall Street Journal on the Meeting Date or,

	if there is no exchange rate for such date, the last exchange rate published prior to the Meeting Date. Example The below table is indicative only and illustrates the number of RSUs that could be issued to James Synge based on different Meeting Date FMVs: <table border="1"> <thead> <tr> <th></th><th>RSUs</th></tr> </thead> <tbody> <tr> <td>Based on a Meeting Date FMV of 3.10⁽¹⁾</td><td>20,564</td></tr> <tr> <td>Based on a Meeting Date FMV of 5.17⁽²⁾</td><td>12,330</td></tr> <tr> <td>Based on a Meeting Date FMV of 7.24⁽³⁾</td><td>8,805</td></tr> </tbody> </table> (1) Rounded to the nearest whole cent and assuming a closing price of A\$1.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (2) Rounded to the nearest whole cent and assuming a closing price of A\$2.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (3) Rounded to the nearest whole cent and assuming a closing price of A\$3.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895.		RSUs	Based on a Meeting Date FMV of 3.10 ⁽¹⁾	20,564	Based on a Meeting Date FMV of 5.17 ⁽²⁾	12,330	Based on a Meeting Date FMV of 7.24 ⁽³⁾	8,805
	RSUs								
Based on a Meeting Date FMV of 3.10 ⁽¹⁾	20,564								
Based on a Meeting Date FMV of 5.17 ⁽²⁾	12,330								
Based on a Meeting Date FMV of 7.24 ⁽³⁾	8,805								
Current total remuneration package	US\$20,000 in cash for the 12 month period ending 14 May 2021. RSUs with a value of US\$63,750, the subject of this Shareholder approval. US\$1,250 in cash for the 12 month period ending 14 May 2021 for his compensation for his services on the Audit & Risk Management Committee.								
Number of securities previously granted under the Restated Plan	6,250 RSUs under the Restated Plan, which comprised part of his compensation for his services as a Non-Executive Director for the 12 month period ending 14 May 2020.								
Summary of material terms of the RSUs and the Restated Plan	The RSUs will vest quarterly over the year following 15 May 2020 provided that James Synge remains a Director of the Company as at the applicable vesting date and are settled in Shares for nil consideration. Unvested RSUs automatically lapse upon a termination of service unless otherwise determined by the Board. The RSUs will be issued on terms and conditions set out in the Restated Plan, a summary of which is provided in Annexure B								
Value attributed to the RSUs	The Company values the RSUs at US\$63,750.								
Date of issue of RSUs	The Meeting Date.								
Price of issue of RSUs	The Company will issue the RSUs to James Synge under the Restated Plan for nil cash consideration.								
Summary of material terms of loan in relation to the acquisition	The Company will not make a loan to James Synge in connection with the issue of the RSUs.								

If the resolution in Item 8 is passed, the Company will proceed to grant the relevant RSUs to James Synge. If the resolution in Item 8 is not passed, the Company will not grant the relevant RSUs to James Synge and will increase the cash component of his fee from US\$21,250 to US\$85,000 per annum.

Board Recommendation and Chairman's voting intention for Item 8:

The Board (other than James Synge) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

Item 9 - Approval of grant of RSUs to Mark Goines for purposes of ASX Listing Rule 10.14

Item 9 seeks Shareholder approval in accordance with ASX Listing Rule 10.14 for the grant of RSUs to Mark Goines under the Restated Plan, for the year ending December 2020.

Specific Information Required by ASX Listing Rule 10.15

Information must be provided to Shareholders for the purposes of obtaining Shareholders approval as follows:

Recipient of RSUs	RSUs will be granted to Mark Goines, a Non-Executive Director of the Company. As Mark Goines is a director of the Company, he consequently falls under the category of person in ASX Listing Rule 10.14.1.								
Number of RSUs to be granted	The number of RSUs to be issued to Mark Goines will be calculated using the following formula (rounded down to the nearest whole Share): $\frac{\text{US\$61,250}}{\text{Meeting Date FMV}}$ Note: the US\$61,250 fee includes US\$1,250 for his role as Chair of the Remuneration & Nomination Committee. Note: the “Meeting Date FMV” shall be reflected as a U.S. Dollar value and shall be equal to the closing price of one CDI on the Meeting Date or, if there is no such closing price, the last closing price of one CDI prior to the Meeting Date (Sydney time), as adjusted as necessary to (i) reflect the CDI/per share of Common Stock ratio in effect as of such Meeting Date and (ii) take into account the exchange rate for such currency as published in the Wall Street Journal on the Meeting Date or, if there is no exchange rate for such date, the last exchange rate published prior to the Meeting Date. Example The below table is indicative only and illustrates the number of RSUs that could be issued to Mark Goines based on different Meeting Date FMVs: <table> <tr> <th></th><th>RSUs</th></tr> <tr> <td>Based on a Meeting Date FMV of 3.10⁽¹⁾</td><td>19,758</td></tr> <tr> <td>Based on a Meeting Date FMV of 5.17⁽²⁾</td><td>11,847</td></tr> <tr> <td>Based on a Meeting Date FMV of 7.24⁽³⁾</td><td>8,459</td></tr> </table>		RSUs	Based on a Meeting Date FMV of 3.10 ⁽¹⁾	19,758	Based on a Meeting Date FMV of 5.17 ⁽²⁾	11,847	Based on a Meeting Date FMV of 7.24 ⁽³⁾	8,459
	RSUs								
Based on a Meeting Date FMV of 3.10 ⁽¹⁾	19,758								
Based on a Meeting Date FMV of 5.17 ⁽²⁾	11,847								
Based on a Meeting Date FMV of 7.24 ⁽³⁾	8,459								

	(1) Rounded to the nearest whole cent and assuming a closing price of A\$1.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (2) Rounded to the nearest whole cent and assuming a closing price of A\$2.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (3) Rounded to the nearest whole cent and assuming a closing price of A\$3.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895.
Current total remuneration package	US\$20,000 in cash for the 12 month period ending 14 May 2021. RSUs with a value of US\$61,250, the subject of this Shareholder approval. US\$1,000 in cash for the 12 month period ending 14 May 2021 for his compensation for his services on the Remuneration & Nomination Committee.
Number of securities previously granted under the Restated Plan	6,005 RSUs under the Restated Plan, which comprised part of his compensation for his services as a Non-Executive Director for 12 month period ending 14 May 2020.
Summary of material terms of the RSUs and the Restated Plan	The RSUs will vest quarterly over the year following 15 May 2020 provided that Mark Goines remains a Director of the Company as at the applicable vesting date and are settled in Shares for nil consideration. Unvested RSUs automatically lapse upon a termination of service unless otherwise determined by the Board. The RSUs will be issued on terms and conditions set out in the Restated Plan, a summary of which is provided in Annexure B.
Value attributed to the RSUs	The Company values the RSUs at US\$61,250.
Date of issue of RSUs	The Meeting Date.
Price of issue of RSUs	The Company will issue the RSUs to Mark Goines under the Restated Plan for nil cash consideration.
Summary of material terms of loan in relation to the acquisition	The Company will not make a loan to Mark Goines in connection with the issue of the RSUs.

If the resolution in Item 9 is passed, the Company will proceed to grant the relevant RSUs to Mark Goines. If the resolution in Item 9 is not passed, the Company will not grant the relevant RSUs to Mark Goines and will increase the cash component of his fee from US\$21,000 to US\$82,250 per annum.

Board Recommendation and Chairman's voting intention for Item 9:

The Board (other than Mark Goines) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

Item 10 - Approval of grant of RSUs to David Wiadrowski for purposes of ASX Listing Rule 10.14

Item 10 seeks Shareholder approval in accordance with ASX Listing Rule 10.14 for the grant of RSUs to David Wiadrowski under the Restated Plan, for the year ending December 2020.

Specific Information Required by ASX Listing Rule 10.15

Information must be provided to Shareholders for the purposes of obtaining Shareholders approval as follows:

Recipient of RSUs	RSUs will be granted to David Wiadrowski, a Non-Executive Director of the Company. As David Wiadrowski is a director of the Company, he consequently falls under the category of person in ASX Listing Rule 10.14.1.								
Number of RSUs to be granted	The number of RSUs to be issued to David Wiadrowski will be calculated using the following formula (rounded down to the nearest whole Share): $\frac{\text{US\$75,000}}{\text{Meeting Date FMV}}$ Note: the US\$75,000 fee includes US\$15,000 for his role as Chair of the Audit & Risk Management Committee. Note: the “Meeting Date FMV” shall be reflected as a U.S. Dollar value and shall be equal to the closing price of one CDI on the Meeting Date or, if there is no such closing price, the last closing price of one CDI prior to the Meeting Date (Sydney time), as adjusted as necessary to (i) reflect the CDI/per share of Common Stock ratio in effect as of such Meeting Date and (ii) take into account the exchange rate for such currency as published in the Wall Street Journal on the Meeting Date or, if there is no exchange rate for such date, the last exchange rate published prior to the Meeting Date. Example The below table is indicative only and illustrates the number of RSUs that could be issued to David Wiadrowski based on different Meeting Date FMVs: <table border="1"> <thead> <tr> <th></th><th>RSUs</th></tr> </thead> <tbody> <tr> <td>Based on a Meeting Date FMV of 3.10⁽¹⁾</td><td>24,193</td></tr> <tr> <td>Based on a Meeting Date FMV of 5.17⁽²⁾</td><td>14,506</td></tr> <tr> <td>Based on a Meeting Date FMV of 7.24⁽³⁾</td><td>10,359</td></tr> </tbody> </table> (1) Rounded to the nearest whole cent and assuming a closing price of A\$1.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (2) Rounded to the nearest whole cent and assuming a closing price of A\$2.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895. (3) Rounded to the nearest whole cent and assuming a closing price of A\$3.50, CDI/share ratio of 3:1 and exchange rate of A\$1:US\$0.6895.		RSUs	Based on a Meeting Date FMV of 3.10 ⁽¹⁾	24,193	Based on a Meeting Date FMV of 5.17 ⁽²⁾	14,506	Based on a Meeting Date FMV of 7.24 ⁽³⁾	10,359
	RSUs								
Based on a Meeting Date FMV of 3.10 ⁽¹⁾	24,193								
Based on a Meeting Date FMV of 5.17 ⁽²⁾	14,506								
Based on a Meeting Date FMV of 7.24 ⁽³⁾	10,359								
Current total remuneration package	US\$20,000 in cash for the 12 month period ending 14 May 2021. RSUs with a value of US\$75,000, the subject of this Shareholder approval. US\$5,000 in cash for the 12 month period ending 14 May 2021 for his compensation for his services on the Audit & Risk Management Committee.								

Number of securities previously granted under the Restated Plan	7,353 RSUs under the Restated Plan, which comprised part of his compensation for his services as a Non-Executive Director for the 12 month period ending 14 May 2020.
Summary of material terms of the RSUs and the Restated Plan	The RSUs will vest quarterly over the year following 15 May 2020 provided that David Wiadrowski remains a Director of the Company as at the applicable vesting date and are settled in Shares for nil consideration. Unvested RSUs automatically lapse upon a termination of service unless otherwise determined by the Board. The RSUs will be issued on terms and conditions set out in the Restated Plan, a summary of which is provided in Annexure B.
Value attributed to the RSUs	The Company values the RSUs at US\$75,000.
Date of issue of RSUs	The Meeting Date.
Price of issue of RSUs	The Company will issue the RSUs to David Wiadrowski under the Restated Plan for nil cash consideration.
Summary of material terms of loan in relation to the acquisition	The Company will not make a loan to David Wiadrowski in connection with the issue of the RSUs.

If the resolution in Item 10 is passed, the Company will proceed to grant the relevant RSUs to David Wiadrowski. If the resolution in Item 10 is not passed, the Company will not grant the relevant RSUs to David Wiadrowski and will increase the cash component of his fee from US\$25,000 to US\$100,000 per annum.

Board Recommendation and Chairman's voting intention for Item 10:

The Board (other than David Wiadrowski) recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

Item 11 – Amendment to terms of 124,708 options already issued to Wendell Laidley

In conjunction with his appointment as Chief Financial Officer of the Company, the Board granted 498,834 options to Wendell Laidley on 3 March 2019 pursuant to the Company's 2011 Stock Plan ("**Options**").

On 4 February 2020, the Company announced that Wendell Laidley would leave the business. Following this announcement the Company and Wendell negotiated Wendell's severance package. It is intended, subject to Shareholder approval, that the severance package include the following amendments to the terms of the Options:

- a. The vesting of the first 25% of the Options (124,708 Options) ("**Vested Options**"), which were due to vest on 4 March 2020, be accelerated to 15 February 2020 (the date on which Wendell's employment formally terminated) such that those Options immediately become fully vested and exercisable; and

- b. the post-termination exercise period of the Vested Options be extended from 15 May 2020 to 30 April 2022, such that the Vested Options will remain outstanding and exercisable until 30 April 2022.
(the “**Amended Option Terms**”)

The balance of the Options (374,216 Options) will remain unvested and have lapsed. The Vested Options represent an insignificant proportion of the Company’s fully diluted capital structure, being 0.003% of the fully diluted capital of the Company.

Following the receipt of a waiver of ASX Listing Rule 6.2.23, the Board has approved the Amended Option Terms, subject to obtaining Shareholder approval of the Amended Option Terms.

ASX Listing Rule 6.23.3

ASX Listing Rule 6.23.3 stipulates that changes to option terms which have the effect of reducing the exercise price, increasing the exercise period or increasing the number of securities received on exercise are prohibited.

On 6 April 2020 the Company received a waiver of ASX Listing Rule 6.2.23 to permit the Company to seek Shareholder approval to approve the Amended Option Terms.

Board Recommendation and Chairman’s voting intention for Item 11:

The Board recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

Item 12 – An offer to reprice certain outstanding Options held by Company service providers

As is customary for a fast -growth tech company, the Company grants equity incentives, in the form of Options, to the majority of its employees.

Since 30 October 2018, the Company has issued approximately 2,937,000 Options which are out-of-the-money (as at 23 June 2020). When Options are significantly out-of-the-money, it is the Company’s experience that:

- the employee is unlikely to exercise that Option; and
- the Option materially interferes with the Company’s efforts to retain and motivate highly skilled talent, as the employee is unlikely to view the Option as a valuable component of the employee’s compensation package to be forfeited on departure from the Company.

To align the interests of employees with the long-term performance and success of the Company, the Company intends to reprice the Options held by certain employees of the Company in accordance with the following terms:

- a. During the period from 1 October 2018 through 30 April 2020, the Board granted stock options to purchase a number of shares of the Company’s Common Stock pursuant to the Restated Plan to certain employees of the Company (the “**Designated Options**”);

- b. As at 23 June 2020, certain of the Designated Options currently have a per Share exercise price that is greater than the fair market value of a Share and, therefore, are underwater;
- c. The Board has determined that it is in the best interests of the Company and its Shareholders, and within its power and authority under the Restated Plan, subject to Shareholder approval, to offer to amend any Designated Option that:
 - (i) is held by an individual (other than a Director) who, as of the date of this Notice of Annual Meeting and through and including the expiration date of the Option Repricing Program (as defined below) is a full-time employee of the Company (each such person, an “**Eligible Optionee**”); and
 - (ii) that has an exercise price per Share that is higher than the fair market value per Share on the expiration date of the Option Repricing Program (each such Designated Option held by an Eligible Optionee, an “**Eligible Option**”);
- d. The Eligible Optionees following the Meeting Date may be offered the opportunity to have their Eligible Options amended as follows:
 - (i) to reprice their Eligible Options to an exercise price per Share calculated based on the greater of (x) the closing price for a CDI as of the date the Option Repricing Program expires, and (y) A\$2.50 per CDI, in either such case, converted to a USD-denominated share exercise price based on the CDI conversion ratio (3:1) and the foreign exchange rate on such repricing date;
 - (ii) to impose a 12-month vesting cliff (the “**New Cliff**”) on that portion of unvested Shares subject to the Eligible Options that otherwise would have vested during the 12-month period following the repricing date, after which the originally vesting schedule will apply to any unvested portion of the Eligible Options; and
 - (iii) to reduce the expiration date of the Eligible Options to be the six (6) year anniversary of expiration of the Option Repricing Program

(collectively, the “**Option Amendments**”);
- e. Following the Meeting Date, the Company intends to inform the Eligible Optionees, and prepare and enter into any notice or agreement necessary to effect the terms of the Option Amendment, including, but not limited to, working with legal counsel to prepare and deliver an Offering Circular document that will be held open for at least twenty (20) business days and that will otherwise comply with applicable tender offer rules (the “**Option Repricing Program**”);
- f. In addition to the Option Amendment, the Option Repricing Program shall contain the following additional terms:
 - i. Each Eligible Optionee must continuously remain a full-time employee of the Company through and including the date on which the Board actually approves the Option Amendment following the expiration of the Option Repricing Program;

- ii. The remaining terms of each Eligible Option shall remain the same, including (without limitation) the number of Shares subject to the Eligible Option, vesting commencement date, vesting schedule (other than the imposition of the New Cliff) and any vesting acceleration;
- iii. Any Eligible Option that was granted as an incentive stock option under Section 422 of the Internal Revenue Code of 1986, as amended (an “ISO”) and is held by a current employee will have the start date of its ISO holding period reset to the date such Eligible Option is repriced and will remain an ISO, as applicable, to the maximum extent permitted by law;
- iv. The Option Repricing Program shall commence on a date determined by the Company on or following its approval herein and shall expire on a date that is at least twenty (20) business days following its commencement date, unless otherwise extended by the Board prior to such expiration. (the “**Option Repricing Terms**”)

Following the receipt of a waiver of ASX Listing Rule 6.2.23, the Board has approved the Option Repricing Terms, subject to obtaining Shareholder approval of the Option Repricing Terms.

ASX Listing Rule 6.23.3

ASX Listing Rule 6.23.3 stipulates that changes to option terms which have the effect of reducing the exercise price, increasing the exercise period or increasing the number of securities received on exercise are prohibited.

On 20 May 2020 the Company received a waiver of ASX Listing Rule 6.2.23 to permit the Company to seek Shareholder approval to approve the Option Repricing Terms.

Board Recommendation and Chairman’s voting intention for Item 12:

The Board recommends that Shareholders vote in favour of this item of business. The Chairman intends to vote undirected proxies in favour of this resolution.

OTHER BUSINESS

The Company, being a company incorporated in the state of Delaware, United States, is not required to meet the *Corporations Act 2001* (Cth) (**Corporations Act**) requirements to lay before the meeting the annual financial report and other related reports.

The Board of the Company has however decided to lay before the meeting the Company’s audited financial statements and the reports for the year ended 31 December 2019.

The Corporations Act does not require a vote of Shareholders on the reports or statements. However, the Shareholders will be given ample opportunity to raise questions or comments in relation to the management of the Company.

Copies of the full financial report for consideration at the meeting can be accessed on the Company’s website: https://investors.life360.com_

If a Shareholder would like to receive a hard copy, please contact the Company’s share registry.

This page has been left intentionally blank

ANNEXURE A

SUMMARY OF 2011 STOCK PLAN

Summary of Plan prior to restatement

The Plan is administered by a committee of the Board (or the Board if no committee has been established). Subject to the provisions of the Plan, the administrator generally has the power to determine: (i) who will receive awards under the Plan; (ii) the number of Shares to be covered by each award; (iii) the terms and conditions, not inconsistent with the terms of the Plan, of any award granted under the Plan, including, without limitation, the exercise or purchase price (if any) applicable to the award, the time or times when awards may vest and/or be exercised, and any restriction or limitation regarding any award or the Shares underlying any award; and (iv) to construe and interpret the terms of the Plan and any award agreement.

The Authorized Pool for the Plan, prior to giving effect to the Increased Pool (as defined below) was 18,118,548 shares (equivalent to 54,355,644 CDIs).

The term of each option granted pursuant to the Plan shall be for the term stated in the relevant option agreement, but no more than 10 years from the date of grant; unless the option is granted to a person who owns stock representing more than 10% of the voting power of all classes of stock of the Company as of the date of grant, in which case the term shall be no more than 5 years from the date of grant.

Subject to certain conditions, the exercise price of the option is to be determined by the administrator. Further, the consideration to be paid for the shares upon exercise of option, the terms and conditions applicable to the exercise of option, the vesting criteria for restricted stock units, and timing of settlement of earned restricted stock units are to be determined by the administrator.

The awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. The designation of a beneficiary to an award by a participant will not be considered a transfer.

In the event of a sale of substantially all of the Company's assets, merger or other change in control, as defined under the Plan, each outstanding award will be treated as the administrator determines, including, but not limited to, providing for the assumption or substitution of the outstanding award, the cancellation of the outstanding award on such terms and conditions as it deems appropriate, including providing for the cancellation of such outstanding award for no consideration.

Subject to compliance with applicable law, the Board has the authority to amend or terminate the Plan provided no amendment or termination (other than an adjustment pursuant to a recapitalisation as described above) shall be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent. Certain amendments, as required by applicable laws, will require the approval of the Shareholders. The Plan will automatically terminate in 2028, unless terminated prior. Details of any Securities issued to the Directors under the Plan will be published in each annual report of the Company relating to the period in which the Securities have been issued.

ANNEXURE B

SUMMARY OF RESTATED 2011 STOCK PLAN

Summary of Restated Plan

The Restated Plan is administered by a committee of the Board (or the Board if no committee has been established). Subject to the provisions of the Restated Plan, the administrator generally has the power to determine: (i) who will receive awards under the Restated Plan; (ii) the number of Shares to be covered by each award; (iii) the terms and conditions, not inconsistent with the terms of the Restated Plan, of any award granted under the Restated Plan, including, without limitation, the exercise or purchase price (if any) applicable to the award, the time or times when awards may vest and/or be exercised, and any restriction or limitation regarding any award or the Shares underlying any award; and (iv) to construe and interpret the terms of the Restated Plan and any award agreement.

In accordance with Delaware law, the Board has increased the Authorized Pool under the Restated Plan from 18,118,548 securities to 21,781,589 securities, with effect from 10 March 2020. The Board has also amended the Restated Plan, in accordance with Delaware Law, with the effect that the Authorized Pool will automatically increase on 1 January each year, commencing on 1 January 2021 in an amount equal to the lesser of (i) 5% of the Company's outstanding share capital on the immediately preceding December 31, (ii) 5,000,000 Shares and (iii) such number of securities determined by the Board. This annual increase is consistent with market practice for higher growth companies in the software and internet verticals.

The term of each option granted pursuant to the Restated Plan shall be for the term stated in the relevant option agreement, but no more than 10 years from the date of grant; unless the option is granted to a person who owns stock representing more than 10% of the voting power of all classes of stock of the Company as of the date of grant, in which case the term shall be no more than 5 years from the date of grant if the option is granted as an "incentive stock option" for purposes of the U.S. tax code.

Subject to certain conditions, the exercise price of the option is to be determined by the administrator; provided that it shall not be less than fair market value of a share on the date of grant (or 110% of fair market value for an incentive stock option granted to a person who owns stock representing more than 10% of the voting power of all classes of stock of the Company as of the date of grant). Further, the consideration to be paid for the shares upon exercise of option, the terms and conditions applicable to the exercise of option, the vesting criteria for restricted stock units, and timing of settlement of earned restricted stock units are to be determined by the administrator.

The awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. The designation of a beneficiary to an award by a participant will not be considered a transfer.

In the event of a sale of substantially all of the Company's assets, merger or other change in control, as defined under the Restated Plan, each outstanding award will be treated as the administrator determines, including, but not limited to, providing for the assumption or substitution of the outstanding award, the cancellation of the outstanding award on such terms and conditions as it deems appropriate, including providing for the cancellation of such outstanding award for no consideration.

Subject to compliance with applicable law, the Board has the authority to amend or terminate the Restated Plan provided no amendment or termination (other than an adjustment pursuant to a recapitalisation as

described above) shall be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent. Certain amendments, as required by applicable laws, will require the approval of the Shareholders. The Restated Plan will automatically terminate in 2028, unless terminated prior. Details of any Securities issued to the Directors under the Restated Plan will be published in each annual report of the Company relating to the period in which the Securities have been issued.

ANNEXURE C

AMENDED LIFE360 2011 STOCK PLAN

LIFE360, INC.

AMENDED AND RESTATED 2011 STOCK PLAN
(Last Amended and Restated by the Board – March 10, 2020)
(Last Approved by the Stockholders – [])

1. **Purposes of the Plan.** The purposes of this Amended and Restated 2011 Stock Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to Employees and Consultants, and to promote the success of the Company's business. Options granted under the Plan may be Incentive Stock Options or Nonstatutory Stock Options, as determined by the Administrator at the time of grant of an Option and subject to the applicable provisions of Section 422 of the Code and the regulations promulgated thereunder. Restricted Stock and Restricted Stock Units may also be granted under the Plan. For purposes of clarity, this Amended and Restated 2011 Stock Plan will only apply to Awards granted under the Plan on or after the date this Amended and Restated 2011 Stock Plan is adopted by the Board.

2. **Definitions.** As used herein, the following definitions shall apply:

(a) **"Administrator"** means the Board or a Committee.

(b) **"Affiliate"** means (i) an entity other than a Subsidiary which, together with the Company, is under common control of a third person or entity and (ii) an entity other than a Subsidiary in which the Company and /or one or more Subsidiaries own a controlling interest.

(c) **"Applicable Laws"** means all applicable laws, rules, regulations and requirements, including, but not limited to, all applicable U.S. federal or state laws, any Stock Exchange rules or regulations, and the applicable laws, rules or regulations of any other country or jurisdiction where Options, Restricted Stock or Restricted Stock Units are granted under the Plan or Participants reside or provide services, as such laws, rules, and regulations shall be in effect from time to time.

(d) **"Award"** means any award of an Option, Restricted Stock or Restricted Stock Units under the Plan.

(e) **"Board"** means the Board of Directors of the Company.

(f) **"California Participant"** means a Participant whose Award is issued in reliance on Section 25102(o) of the California Corporations Code.

(g) **"Cashless Exercise"** means a program approved by the Administrator in which payment of the Option exercise price or tax withholding obligations or other required deductions applicable to an Award may be satisfied, in whole or in part, with Shares subject to the Award, including by delivery of an irrevocable direction to a securities broker (on a form prescribed by the Company) to sell Shares and to deliver all or part of the sale proceeds to the Company in payment of such amount.

(h) **“Cause”** for termination of a Participant’s Continuous Service Status will exist (unless another definition is provided in an applicable Option Agreement, Restricted Stock Purchase Agreement, Restricted Stock Unit Agreement, employment agreement or other applicable written agreement) if the Participant’s Continuous Service Status is terminated for any of the following reasons: (i) any material breach by Participant of any material written agreement between Participant and the Company and Participant’s failure to cure such breach within 30 days after receiving written notice thereof; (ii) any failure by Participant to comply with the Company’s material written policies or rules as they may be in effect from time to time; (iii) neglect or persistent unsatisfactory performance of Participant’s duties and Participant’s failure to cure such condition within 30 days after receiving written notice thereof; (iv) Participant’s repeated failure to follow reasonable and lawful instructions from the Board or Chief Executive Officer and Participant’s failure to cure such condition within 30 days after receiving written notice thereof; (v) Participant’s conviction of, or plea of guilty or nolo contendere to, any felony or crime that results in, or is reasonably expected to result in, a material adverse effect on the business or reputation of the Company; (vi) Participant’s commission of or participation in an act of fraud against the Company; (vii) Participant’s intentional material damage to the Company’s business, property or reputation; or (viii) Participant’s unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company. For purposes of clarity, a termination without “Cause” does not include any termination that occurs as a result of Participant’s death or disability. The determination as to whether a Participant’s Continuous Service Status has been terminated for Cause shall be made in good faith by the Company and shall be final and binding on the Participant. The foregoing definition does not in any way limit the Company’s ability to terminate a Participant’s employment or consulting relationship at any time, and the term “Company” will be interpreted to include any Subsidiary, Parent, Affiliate, or any successor thereto, if appropriate.

(i) **“CDI”** means a CHESSE Depositary Interest.

(j) **“Change of Control”** means (i) a sale of all or substantially all of the Company’s assets other than to an Excluded Entity (as defined below), (ii) a merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, limited liability company or other entity other than an Excluded Entity, or (iii) the consummation of a transaction, or series of related transactions, in which any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of all of the Company’s then outstanding voting securities.

Notwithstanding the foregoing, a transaction shall not constitute a Change of Control if its purpose is to (A) change the jurisdiction of the Company’s incorporation, (B) create a holding company that will be owned in substantially the same proportions by the persons who hold the Company’s securities immediately before such transaction, or (C) obtain funding for the Company in a financing that is approved by the Company’s Board. An **“Excluded Entity”** means a corporation or other entity of which the holders of voting capital stock of the Company outstanding immediately prior to such transaction are the direct or indirect holders of voting

securities representing at least a majority of the votes entitled to be cast by all of such corporation's or other entity's voting securities outstanding immediately after such transaction.

(k) **"Code"** means the Internal Revenue Code of 1986, as amended.

(l) **"Committee"** means one or more committees or subcommittees of the Board consisting of two (2) or more Directors (or such lesser or greater number of Directors as shall constitute the minimum number permitted by Applicable Laws to establish a committee or sub-committee of the Board) appointed by the Board to administer the Plan in accordance with Section 4 below.

(m) **"Common Stock"** means the Company's common stock, as adjusted in accordance with Section 11 below.

(n) **"Company"** means Life360, Inc., a Delaware corporation.

(o) **"Consultant"** means any person or entity, including an advisor but not an Employee, that renders, or has rendered, services to the Company, or any Parent, Subsidiary or Affiliate and is compensated for such services, and any Director whether compensated for such services or not.

(p) **"Continuous Service Status"** means the absence of any interruption or termination of service as an Employee or Consultant. Continuous Service Status as an Employee or Consultant shall not be considered interrupted or terminated in the case of: (i) Company approved sick leave; (ii) military leave; (iii) any other bona fide leave of absence approved by the Company, provided that, if an Employee is holding an Incentive Stock Option and such leave exceeds 3 months then, for purposes of Incentive Stock Option status only, such Employee's service as an Employee shall be deemed terminated on the 1st day following such 3-month period and the Incentive Stock Option shall thereafter automatically become a Nonstatutory Stock Option in accordance with Applicable Laws, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to a written Company policy. Also, Continuous Service Status as an Employee or Consultant shall not be considered interrupted or terminated in the case of a transfer between locations of the Company or between the Company, its Parents, Subsidiaries or Affiliates, or their respective successors, or a change in status from an Employee to a Consultant or from a Consultant to an Employee.

(q) **"Director"** means a member of the Board.

(r) **"Disability"** means "disability" within the meaning of Section 22(e)(3) of the Code.

(s) **"Employee"** means any person employed by the Company, or any Parent, Subsidiary or Affiliate, with the status of employment determined pursuant to such factors as are deemed appropriate by the Company in its sole discretion, subject to any requirements of Applicable Laws, including the Code. The payment by the Company of a director's fee shall not be sufficient to constitute "employment" of such director by the Company or any Parent, Subsidiary or Affiliate.

(t) **“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

(u) **“Fair Market Value”** means, as of any date, the per share fair market value of the Common Stock, as determined by the Administrator in good faith on such basis as it deems appropriate and applied consistently with respect to Participants. If the Company is admitted to the official list of ASX Limited, whenever possible, the determination of Fair Market Value shall be based upon the closing price of a CDI for the applicable date, adjusted as necessary to reflect the CDI/per Share ratio. Otherwise, whenever possible, the determination of Fair Market Value shall be based upon the per share closing price for the Shares as reported in The Wall Street Journal.

(v) **“Family Members”** means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Participant, any person sharing the Participant’s household (other than a tenant or employee), a trust in which these persons (or the Participant) have more than 50% of the beneficial interest, a foundation in which these persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than 50% of the voting interests.

(w) **“Incentive Stock Option”** means an Option intended to, and which does, in fact, qualify as an incentive stock option within the meaning of Section 422 of the Code.

(x) **“Involuntary Termination”** means (unless another definition is provided in the applicable Option Agreement, Restricted Stock Purchase Agreement, Restricted Stock Unit Agreement, employment agreement or other applicable written agreement) the termination of a Participant’s Continuous Service Status other than for (i) death, (ii) Disability or (iii) for Cause by the Company or a Parent, Subsidiary, Affiliate or successor thereto, as appropriate.

(y) **“Nonstatutory Stock Option”** means an Option that is not intended to, or does not, in fact, qualify as an Incentive Stock Option.

(z) **“Option”** means a stock option granted pursuant to the Plan.

(aa) **“Option Agreement”** means a written document, the form(s) of which shall be approved from time to time by the Administrator, reflecting the terms of an Option granted under the Plan and includes any documents attached to or incorporated into such Option Agreement, including, but not limited to, a notice of stock option grant and a form of exercise notice.

(bb) **“Optioned Stock”** means Shares that are subject to an Option or that were issued pursuant to the exercise of an Option.

(cc) **“Optionee”** means an Employee or Consultant who receives an Option.

(dd) **“Parent”** means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of grant of the Award, each of the corporations other than the Company owns stock possessing 50% or more of the total combined

voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

(ee) “**Participant**” means any holder of one or more Awards or Shares issued pursuant to an Award.

(ff) “**Plan**” means this Amended and Restated 2011 Stock Plan.

(gg) “**Restricted Stock**” means Shares acquired pursuant to a right to purchase or receive Common Stock granted pursuant to Section 8 below.

(hh) “**Restricted Stock Purchase Agreement**” means a written document, the form(s) of which shall be approved from time to time by the Administrator, reflecting the terms of Restricted Stock granted under the Plan and includes any documents attached to such agreement.

(ii) “**Restricted Stock Unit**” means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted pursuant to Section 8 below. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(jj) “**Restricted Stock Unit Agreement**” means a written document, the form(s) of which shall be approved from time to time by the Administrator, reflecting the terms of Restricted Stock Units granted under the Plan and includes any document attached to such agreement.

(kk) “**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act, as amended from time to time, or any successor provision.

(ll) “**Share**” means a share of Common Stock, as adjusted in accordance with Section 11 below.

(mm) “**Stock Exchange**” means any stock exchange or consolidated stock price reporting system on which prices for the Common Stock or prices for CDIs are quoted at any given time.

(nn) “**Subsidiary**” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of grant of the Award, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date.

(oo) “**Ten Percent Holder**” means a person who owns stock representing more than 10% of the voting power of all classes of stock of the Company or any Parent or Subsidiary measured as of an Award’s date of grant.

3. **Stock Subject to the Plan.**

(a) Stock Subject to the Plan. Subject to the provisions of Section 11 below, the maximum aggregate number of Shares that may be issued under the Plan is 21,781,589 (which represents the sum of (x) the existing approved share reserve of 18,118,548 Shares and (y) an additional 3,663,051 Shares added effective as of the amendment and restatement of the Plan effective March 10, 2020), all of which Shares may be issued under the Plan pursuant to Incentive Stock Options. The Shares issued under the Plan may be authorized, but unissued, or reacquired Shares. ~~Notwithstanding the foregoing, subject to the provisions of Section 11 below, in no event shall the maximum aggregate number of Shares that may be issued under the Plan pursuant to Incentive Stock Options exceed the number set forth in this Section 3(a) plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations promulgated there under, any Shares that again become available for issuance pursuant to the remaining provisions of Sections 3(b) and 3(c).~~

(b) Automatic Share Reserve Increase. The number of Shares available for issuance under the Plan will be increased on January 1 of each year, commencing with January 1, 2021, in an amount equal to the lessor of (i) five percent (5%) of the outstanding Shares on the last day of the immediately preceding December 31, (ii) 5,000,000 Shares and (iii) such number of Shares determined by the Board.

(c) Lapsed Awards. If an Award should expire or become unexercisable for any reason without having been exercised in full, the unissued Shares that were subject thereto shall, unless the Plan shall have been terminated, continue to be available under the Plan for issuance pursuant to future Awards. In addition, any Shares which are retained by the Company upon exercise of an Award in order to satisfy the exercise or purchase price for such Award or any withholding taxes due with respect to such Award shall be treated as not issued and shall continue to be available under the Plan for issuance pursuant to future Awards. Shares issued under the Plan and later forfeited to the Company due to the failure to vest or repurchased by the Company at the original purchase price paid to the Company for the Shares (including, without limitation, upon forfeiture to or repurchase by the Company in connection with the termination of a Participant's Continuous Service Status) shall again be available for future grant under the Plan. ~~Notwithstanding the foregoing, subject to the provisions of Section 11 below, in no event shall the maximum aggregate number of Shares that may be issued under the Plan pursuant to Incentive Stock Options exceed the number set forth in the first sentence of this Section 3 plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations promulgated there under, any Shares that again become available for issuance pursuant to the remaining provisions of this Section 3.~~

4. Administration of the Plan.

(a) **General.** The Plan shall be administered by the Board, a Committee appointed by the Board, or any combination thereof, as determined by the Board. The Plan may be administered by different administrative bodies with respect to different classes of Participants and, if permitted by Applicable Laws, the Board may authorize one or more officers of the Company to make Awards under the Plan to Employees and Consultants (who are not subject to Section 16 of the Exchange Act) within parameters specified by the Board.

(b) **Committee Composition.** If a Committee has been appointed pursuant to this Section 4, such Committee shall continue to serve in its designated capacity until otherwise directed by the Board. From time to time the Board may increase the size of any Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies (however caused) and dissolve a Committee and thereafter directly administer the Plan, all to the extent permitted by Applicable Laws and, in the case of a Committee administering the Plan in accordance with the requirements of Rule 16b-3 or Section 162(m) of the Code, to the extent permitted or required by such provisions.

(c) **Powers of the Administrator.** Subject to the provisions of the Plan and, in the case of a Committee, the specific duties delegated by the Board to such Committee, the Administrator shall have the authority, in its sole discretion:

(i) to determine the Fair Market Value in accordance with Section 2(u) above, provided that such determination shall be applied consistently with respect to Participants under the Plan;

(ii) to select the Employees and Consultants to whom Awards may from time to time be granted;

(iii) to determine the number of Shares to be covered by each Award;

(iv) to approve the form(s) of agreement(s) and other related documents used under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder, which terms and conditions include but are not limited to the exercise or purchase price, the time or times when Awards may vest and/or be exercised (which may be based on performance criteria), the circumstances (if any) when vesting will be accelerated or forfeiture restrictions will be waived, and any restriction or limitation regarding any Award, Optioned Stock, Restricted Stock or Restricted Stock Units;

(vi) subject to Section 7(e), to amend any outstanding Award or agreement related to any Optioned Stock, Restricted Stock or Restricted Stock Unit, including any amendment adjusting vesting (e.g., in connection with a change in the terms or conditions under which such person is providing services to the Company), provided that no amendment shall be made that would materially and adversely affect the rights of any Participant without his or her consent;

(vii) subject to Section 7(e), to determine whether and under what circumstances an Option may be settled in cash under Section 7(d)(iii) below instead of Common Stock;

(viii) to approve addenda pursuant to Section 17 below or to grant Awards to, or to modify the terms of, any outstanding Option Agreement, Restricted Stock Purchase Agreement, Restricted Stock Unit Agreement or any agreement related to any Optioned Stock, Restricted Stock or Restricted Stock Units held by Participants who are foreign nationals or employed outside of the United States with such terms and conditions as the Administrator

deems necessary or appropriate to accommodate differences in local law, tax policy or custom which deviate from the terms and conditions set forth in this Plan to the extent necessary or appropriate to accommodate such differences; and

(ix) to construe and interpret the terms of the Plan, any Option Agreement, Restricted Stock Purchase Agreement, or Restricted Stock Unit Agreement and any agreement related to any Optioned Stock, Restricted Stock or Restricted Stock Units, which constructions, interpretations and decisions shall be final and binding on all Participants.

(d) **Indemnification.** To the maximum extent permitted by Applicable Laws, each member of the Committee (including officers of the Company, if applicable), or of the Board, as applicable, shall be indemnified and held harmless by the Company against and from (i) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or pursuant to the terms and conditions of any Award except for actions taken in bad faith or failures to act in good faith, and (ii) any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, provided that such member shall give the Company an opportunity, at its own expense, to handle and defend any such claim, action, suit or proceeding before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Articles of Incorporation, Certificate of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any other power that the Company may have to indemnify or hold harmless each such person.

5. **Eligibility.**

(a) **Recipients of Grants.** Nonstatutory Stock Options, Restricted Stock and Restricted Stock Units may be granted to Employees and Consultants. Incentive Stock Options may be granted only to Employees, provided that Employees of Affiliates shall not be eligible to receive Incentive Stock Options.

(b) **Type of Option.** Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option.

(c) **ISO \$100,000 Limitation.** Notwithstanding any designation under Section 5(b) above, to the extent that the aggregate Fair Market Value of Shares with respect to which options designated as incentive stock options are exercisable for the first time by any Optionee during any calendar year (under all plans of the Company or any Parent or Subsidiary) exceeds \$100,000, such excess options shall be treated as nonstatutory stock options. For purposes of this Section 5(c), incentive stock options shall be taken into account in the order in which they were granted, and the Fair Market Value of the Shares subject to an incentive stock option shall be determined as of the date of the grant of such option.

(d) **No Employment Rights.** Neither the Plan nor any Award shall confer upon any Employee or Consultant any right with respect to continuation of an employment or consulting relationship with the Company (any Parent, Subsidiary or Affiliate), nor shall it interfere in any way with such Employee's or Consultant's right or the Company's (Parent's, Subsidiary's or Affiliate's) right to terminate his or her employment or consulting relationship at any time, with or without cause.

6. **Term of Plan.** The most recent amendment and restatement of the Plan shall become effective upon its adoption by the Board on March 10, 2020, and the Plan shall continue in effect through and until November 5, 2028 unless sooner terminated under Section 13 below.

7. **Options.**

(a) **Term of Option.** The term of each Option shall be the term stated in the Option Agreement; provided that the term shall be no more than 10 years from the date of grant thereof or such shorter term as may be provided in the Option Agreement and provided further that, in the case of an Incentive Stock Option granted to a person who at the time of such grant is a Ten Percent Holder, the term of the Option shall be 5 years from the date of grant thereof or such shorter term as may be provided in the Option Agreement.

(b) **Underlying Shares.** In no circumstances can an Option be exercisable over a percentage of the Company's capital.

(c) **Option Exercise Price and Consideration.**

(i) **Exercise Price.** The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option shall be such price as is determined by the Administrator and set forth in the Option Agreement, but shall be subject to the following:

(1) In the case of an Incentive Stock Option

a. granted to an Employee who at the time of grant is a Ten Percent Holder, the per Share exercise price shall be no less than 110% of the Fair Market Value on the date of grant;

b. granted to any other Employee, the per Share exercise price shall be no less than 100% of the Fair Market Value on the date of grant;

(2) Except as provided in subsection (3) below, in the case of a Nonstatutory Stock Option the per Share exercise price shall be such price as is determined by the Administrator, provided that, if the per Share exercise price is less than 100% of the Fair Market Value on the date of grant, it shall otherwise comply with all Applicable Laws, including Section 409A of the Code; and

(3) Notwithstanding the foregoing, Options may be granted with a per Share exercise price other than as required above pursuant to a merger or other corporate transaction.

(ii) **Permissible Consideration.** The consideration to be paid for the Shares to be issued upon exercise of an Option, including the method of payment, shall be determined by the Administrator (and, in the case of an Incentive Stock Option and to the extent required by Applicable Laws, shall be determined at the time of grant) and may consist entirely of (1) cash; (2) check; (3) to the extent permitted under, and in accordance with, Applicable Laws, delivery of a promissory note with such recourse, interest, security and redemption provisions as the Administrator determines to be appropriate (subject to the provisions of Section 152 of the Delaware General Corporation Law); (4) cancellation of indebtedness; (5) other previously owned Shares that have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which the Option is exercised; (6) a Cashless Exercise; (7) such other consideration and method of payment permitted under Applicable Laws; or (8) any combination of the foregoing methods of payment. In making its determination as to the type of consideration to accept, the Administrator shall consider if acceptance of such consideration may be reasonably expected to benefit the Company and the Administrator may, in its sole discretion, refuse to accept a particular form of consideration at the time of any Option exercise. ~~(a)~~ _____

(d) **Exercise of Option.**

(i) **General.**

(1) **Exercisability.** Any Option granted hereunder shall be exercisable at such times and under such conditions as determined by the Administrator, consistent with the terms of the Plan and reflected in the Option Agreement, including vesting requirements and/or performance criteria with respect to the Company, and Parent, Subsidiary or Affiliate, and/or the Optionee.

(2) **Leave of Absence.** The Administrator shall have the discretion to determine at any time whether and to what extent the vesting of Options shall be tolled during any leave of absence; provided, however, that in the absence of such determination, vesting of Options shall continue during any paid leave and shall be tolled during any unpaid leave (unless otherwise required by Applicable Laws). Notwithstanding the foregoing, in the event of military leave, vesting shall toll during any unpaid portion of such leave, provided that, upon an Optionee's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended), he or she shall be given vesting credit with respect to Options to the same extent as would have applied had the Optionee continued to provide services to the Company (or any Parent, Subsidiary or Affiliate, if applicable) throughout the leave on the same terms as he or she was providing services immediately prior to such leave.

(3) **Minimum Exercise Requirements.** An Option may not be exercised for a fraction of a Share. The Administrator may require that an Option be exercised as to a minimum number of Shares, provided that such requirement shall not prevent an Optionee from exercising the full number of Shares as to which the Option is then exercisable.

(4) **Procedures for and Results of Exercise.** An Option shall be deemed exercised when written notice of such exercise has been received by the Company in accordance with the terms of the Option Agreement by the person entitled to exercise the Option and the Company has received full payment for the Shares with respect to which the Option is exercised and has paid, or made arrangements to satisfy, any applicable taxes, withholding, required deductions or other required payments in accordance with Section 9 below. The exercise of an Option shall result in a decrease in the number of Shares that thereafter may be available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(5) **Rights as Holder of Capital Stock.** Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of capital stock shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock is issued, except as provided in Section 11 below.

(6) **New Issues.** An Optionee cannot participate in a new issue of Shares without exercising the Optionee's Options.

(ii) **Termination of Continuous Service Status.** The Administrator shall establish and set forth in the applicable Option Agreement the terms and conditions upon which an Option shall remain exercisable, if at all, following termination of an Optionee's Continuous Service Status, which provisions may be waived or modified by the Administrator at any time. To the extent that an Option Agreement does not specify the terms and conditions upon which an Option shall terminate upon termination of an Optionee's Continuous Service Status, the following provisions shall apply:

(1) **General Provisions.** If the Optionee (or other person entitled to exercise the Option) does not exercise the Option to the extent so entitled within the time specified below, the Option shall terminate and the Optioned Stock underlying the unexercised portion of the Option shall revert to the Plan. In no event may any Option be exercised after the expiration of the Option term as set forth in the Option Agreement (and subject to this Section 7).

(2) **Termination other than Upon Disability or Death or for Cause.** In the event of termination of an Optionee's Continuous Service Status other than under the circumstances set forth in the subsections (3) through (5) below, such Optionee may exercise any outstanding Option at any time within 3 months following such termination to the extent the Optionee is vested in the Optioned Stock.

(3) **Disability of Optionee.** In the event of termination of an Optionee's Continuous Service Status as a result of his or her Disability, such Optionee may exercise any outstanding Option at any time within 12 months following such termination to the extent the Optionee is vested in the Optioned Stock.

(4) **Death of Optionee.** In the event of the death of an Optionee during the period of Continuous Service Status since the date of grant of any outstanding Option, or within 3 months following termination of the Optionee's Continuous Service Status, the Option may be exercised by any beneficiaries designated in accordance with Section 15 below, or if there are no such beneficiaries, by the Optionee's estate, or by a person who acquired the right to exercise the Option by bequest or inheritance, at any time within 12 months following the date the Optionee's Continuous Service Status terminated, but only to the extent the Optionee is vested in the Optioned Stock.

(5) **Termination for Cause.** In the event of termination of an Optionee's Continuous Service Status for Cause, any outstanding Option (including any vested portion thereof) held by such Optionee shall immediately terminate in its entirety upon first notification to the Optionee of termination of the Optionee's Continuous Service Status for Cause. If an Optionee's Continuous Service Status is suspended pending an investigation of whether the Optionee's Continuous Service Status will be terminated for Cause, all the Optionee's rights under any Option, including the right to exercise the Option, shall be suspended during the investigation period. Nothing in this Section 7(d)(ii)(5) shall in any way

limit the Company's right to purchase unvested Shares issued upon exercise of an Option as set forth in the applicable Option Agreement.

(iii) **Buyout Provisions.** The Administrator may at any time, subject to Section 7(e), offer to buy out for a payment in cash or Shares an Option previously granted under the Plan based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made.

(e) **Amendment or Cancellation of Option.**

(i) Under no circumstances may the terms of any outstanding Option be amended or modified so as to have any of the following effects: (1) reducing the per Share exercise price of an Option, (2) increasing the period for exercise of an Option, or (3) increasing the number of Shares received on exercise of an Option. Further, any other amendment or modification to the terms of any Option (i.e., any amendment or modification that is not prohibited pursuant to the first sentence of this Section 7(e)(i)) can only be made with stockholder approval or on the provision of a waiver of the official rules of ASX Limited (trading as the Australian Securities Exchange) granted by ASX Limited.

(ii) Under no circumstances may an Option be cancelled unless (1) stockholder approval has been obtained for the cancellation of the Option, or (2) no consideration is provided to the Optionee in connection with the cancellation of the Option.

8. **Restricted Stock and Restricted Stock Units.**

(a) **Restricted Stock.**

(i) **Rights to Purchase.** When a right to purchase or receive Restricted Stock is granted under the Plan, the Company shall advise the recipient in writing of the terms, conditions and restrictions related to the offer, including the number of Shares that such person shall be entitled to purchase, the price to be paid, if any (which shall be as determined by the Administrator, subject to Applicable Laws, including any applicable securities laws), and the time within which such person must accept such offer. The permissible consideration for Restricted Stock shall be determined by the Administrator and shall be the same as is set forth in Section 7(c)(ii) above with respect to exercise of Options. The offer to purchase Shares shall be accepted by execution of a Restricted Stock Purchase Agreement in the form determined by the Administrator.

(ii) **Repurchase Option.**

(1) **General.** Unless the Administrator determines otherwise, the Restricted Stock Purchase Agreement shall grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the Participant's Continuous Service Status for any reason (including death or Disability) at a purchase price for Shares equal to the original purchase price paid by the purchaser to the Company for such Shares and may be paid by cancellation of any indebtedness of the purchaser to the Company. The repurchase option shall lapse at such rate as the Administrator may determine.

(2) **Leave of Absence.** The Administrator shall have the discretion to determine at any time whether and to what extent the lapsing of Company repurchase rights shall be tolled during any leave of absence; provided, however, that in the absence of such determination, such lapsing shall continue during any paid leave and shall be tolled during any unpaid leave (unless otherwise required by Applicable Laws). Notwithstanding the foregoing, in the event of military leave, the lapsing of Company repurchase rights shall toll during any unpaid portion of such leave, provided that, upon a Participant's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended), he or she shall be given vesting credit with respect to Shares purchased pursuant to the Restricted Stock Purchase Agreement to the same extent as would have applied had the Participant continued to provide services to the Company (or any Parent, Subsidiary or Affiliate, if applicable) throughout the leave on the same terms as he or she was providing services immediately prior to such leave.

(iii) **Other Provisions.** The Restricted Stock Purchase Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion. In addition, the provisions of Restricted Stock Purchase Agreements need not be the same with respect to each Participant.

(iv) **Rights as a Holder of Capital Stock.** Once the Restricted Stock is purchased, the Participant shall have the rights equivalent to those of a holder of capital stock, and shall be a record holder when his or her purchase and the issuance of the Shares is entered upon the records of the duly authorized transfer agent of the Company. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Restricted Stock is purchased, except as provided in Section 11 below.

(b) **Restricted Stock Units.**

(i) **Award Terms.** When Restricted Stock Units are granted under the Plan, the Company shall advise the recipient in writing of the terms, conditions and restrictions applicable to the Award, including the number of Restricted Stock Units that such person shall be entitled to receive. The offer to receive Restricted Stock Units shall be accepted by execution of a Restricted Stock Unit Agreement in the form determined by the Administrator.

(ii) **Vesting and Settlement.**

(A) **General.** The Administrator may, in its discretion, set vesting criteria for the Restricted Stock Units that must be met in order to be eligible to receive a payout pursuant to the Award. Any such vesting criteria may be based upon the achievement of Company-wide, business unit, or individual goals (including, but not limited to, continued employment or service), or any other basis determined by the Administrator in its discretion. Notwithstanding the foregoing, at any time after the grant of Restricted Stock Units, subject to the official rules of ASX Limited (trading as the Australian Securities Exchange), the Administrator, in its sole discretion, may reduce or waive any applicable vesting criteria. To the extent that rules 6.22.2, 6.22.2A and 6.22.3 of the official listing rules of ASX Limited (trading

as Australian Securities Exchange) apply to Restricted Stock Units, the conditions of Restricted Stock Units may be changed in accordance with those rules.

(B) Leave of Absence. The Administrator shall have the discretion to determine at any time whether and to what extent the vesting of an Award of Restricted Stock Units shall be tolled during any leave of absence; provided, however, that in the absence of such determination, vesting shall continue during any paid leave and shall be tolled during any unpaid leave (unless otherwise required by Applicable Laws). Notwithstanding the foregoing, in the event of military leave, vesting shall be tolled during any unpaid portion of such leave, provided that, upon a Participant's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended), he or she shall be given vesting credit with respect to the Restricted Stock Units received pursuant to the Restricted Stock Unit Agreement to the same extent as would have applied had the Participant continued to provide services to the Company (or any Parent, Subsidiary or Affiliate, if applicable) throughout the leave on the same terms as he or she was providing services immediately prior to such leave.

(iii) Form and Timing of Settlement. Settlement of earned Restricted Stock Units will be made upon the date(s) determined by the Administrator and may be subject to additional conditions, if any, each as set forth in the Restricted Stock Unit Agreement. The Administrator, in its sole discretion, may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

(iv) Other Provisions. The Restricted Stock Unit Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion. In addition, the provisions of Restricted Stock Unit Agreements need not be the same with respect to each Participant.

(v) Rights as a Holder of Capital Stock. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a holder of capital stock shall exist with respect to the Restricted Stock Units. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 11 below.

9. Taxes.

(a) As a condition of the grant, vesting and exercise or settlement of an Award, the Participant (or in the case of the Participant's death or a permitted transferee, the person holding, exercising or receiving the proceeds of the Award) shall make such arrangements as the Administrator may require for the satisfaction of any applicable U.S. federal, state, local or foreign tax, withholding, and any other required deductions or payments that may arise in connection with such Award. The Company shall not be required to issue any Shares under the Plan until such obligations are satisfied.

(b) The Administrator may, to the extent permitted under Applicable Laws, permit a Participant (or in the case of the Participant's death or a permitted transferee, the person

holding, exercising or receiving the proceeds of the Award) to satisfy all or part of his or her tax, withholding, or any other required deductions or payments by Cashless Exercise or by surrendering Shares (either directly or by stock attestation) that he or she previously acquired; provided that, unless specifically permitted by the Company, any such Cashless Exercise must be an approved broker-assisted Cashless Exercise or the Shares withheld in the Cashless Exercise must be limited to avoid financial accounting charges under applicable accounting guidance and any such surrendered Shares must have been previously held for any minimum duration required to avoid financial accounting charges under applicable accounting guidance. Any payment of taxes by surrendering Shares to the Company may be subject to restrictions, including, but not limited to, any restrictions required by rules of the Securities and Exchange Commission.

10. Non-Transferability of Awards.

(a) **General.** Except as set forth in this Section 10, Awards may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution. The designation of a beneficiary by a Participant will not constitute a transfer. An Option may be exercised, during the lifetime of the holder of the Option, only by such holder or a transferee permitted by this Section 10.

(b) **Limited Transferability Rights.** Notwithstanding anything else in this Section 10, the Administrator may in its sole discretion provide that any Nonstatutory Stock Options may be transferred by instrument to an inter vivos or testamentary trust in which the Options are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift to Family Members. Further, beginning with (i) the period when the Company begins to rely on the exemption described in Rule 12h-1(f)(1) promulgated under the Exchange Act, as determined by the Board in its sole discretion, and (ii) ending on the earlier of (A) the date when the Company ceases to rely on such exemption, as determined by the Board in its sole discretion, or (B) the date when the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, an Option, or prior to exercise, the Shares subject to the Option, may not be pledged, hypothecated or otherwise transferred or disposed of, in any manner, including by entering into any short position, any “put equivalent position” or any “call equivalent position” (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than to (i) persons who are Family Members through gifts or domestic relations orders, or (ii) to an executor or guardian of the Participant upon the death or disability of the Participant. Notwithstanding the foregoing sentence, the Board, in its sole discretion, may permit transfers of Nonstatutory Stock Options to the Company or in connection with a Change of Control or other acquisition transactions involving the Company to the extent permitted by Rule 12h-1(f).

11. Adjustments Upon Changes in Capitalization, Merger or Certain Other Transactions.

(a) **Compliance with ASX Listing Rules.** Notwithstanding any other provision in this Plan, the rights of an Optionee holding Options and the terms of any such Options held by the Optionee (and, to the extent required by the official listing rules of ASX Limited (trading as Australian Securities Exchange), the rights of a recipient of Restricted Stock Units and the terms of any such Restricted Stock Units) must be amended by the Company in compliance with the official listing rules of ASX Limited (trading as Australian Securities

Exchange) applying to a reorganization of capital at the time of the reorganization, and each Optionee and recipient consents to any such change. The per Share exercise price for the Shares to be issued pursuant to the exercise of an Option and/or the number of Shares over which an Option can be exercised may be changed in accordance with rules 6.22.2, 6.22.2A and 6.22.3 of the official listing rules of ASX Limited (trading as Australian Securities Exchange).

(b) **Changes in Capitalization.** Subject to Applicable Laws, including, without limitation, the official rules of ASX Limited (trading as the Australian Securities Exchange) and any Applicable Laws requiring action by the holders of capital stock of the Company, in the event of a stock split, reverse stock split, stock dividend, combination, consolidation, reclassification of the Shares, subdivision of the Shares or other reorganization of the Company's capital, (i) the numbers and class of Shares or other stock or securities: (x) available for future Awards under Section 3 above and (y) covered by each outstanding Award, and (ii) any repurchase price per Share applicable to Shares issued pursuant to any Award, shall be automatically proportionately adjusted. Subject to Applicable Laws, including, without limitation, the official rules of ASX Limited (trading as the Australian Securities Exchange), in the event of any increase or decrease in the number of issued Shares effected without receipt of consideration by the Company, a declaration of an extraordinary dividend with respect to the Shares payable in a form other than Shares in an amount that has a material effect on the Fair Market Value, a recapitalization (including a recapitalization through a large nonrecurring cash dividend), a rights offering, a reorganization, merger, a spin-off, split-up, change in corporate structure or a similar occurrence, the Administrator shall make appropriate adjustments, in its discretion, in one or more of (i) the numbers and class of Shares or other stock or securities: (x) available for future Awards under Section 3 above and (y) covered by each outstanding Award, (ii) the exercise price per Share of each outstanding Option and (iii) any repurchase price per Share applicable to Shares issued pursuant to any Award, and any such adjustment by the Administrator shall be made in the Administrator's sole and absolute discretion and shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award. If, by reason of a transaction described in this Section 11(a) or an adjustment pursuant to this Section 11(a), a Participant's Award agreement or agreement related to any Optioned Stock, Restricted Stock or Restricted Stock Units covers additional or different shares of stock or securities, then such additional or different shares, and the Award agreement or agreement related to the Optioned Stock, Restricted Stock or Restricted Stock Units in respect thereof, shall be subject to all of the terms, conditions and restrictions which were applicable to the Award, Optioned Stock, Restricted Stock and Restricted Stock Units prior to such adjustment.

(c) **Dissolution or Liquidation.** In the event of the dissolution or liquidation of the Company, each Award will terminate immediately prior to the consummation of such action, unless otherwise determined by the Administrator.

(d) **Corporate Transactions.** Subject Section 7(e), In the event of (i) a transfer of all or substantially all of the Company's assets, (ii) a merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, entity or person, or (iii) the consummation of a transaction, or series of related

transactions, in which any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of the Company’s capital stock that represents at least a majority of the voting power of the Company’s then outstanding capital stock (a “Corporate Transaction”), each outstanding Award (vested or unvested) will be treated as the Administrator determines, which determination may be made without the consent of any Participant and need not treat all outstanding Awards (or portion thereof) in an identical manner. Such determination, without the consent of any Participant, may provide (without limitation) for one or more of the following in the event of a Corporate Transaction: (A) the continuation of such outstanding Awards by the Company (if the Company is the surviving corporation); (B) the assumption of such outstanding Awards by the surviving corporation or its parent; (C) the substitution by the surviving corporation or its parent of new options or equity awards for such Awards; (D) the cancellation of such Awards in exchange for a payment to the Participants equal to the excess of (1) the Fair Market Value of the Shares subject to such Awards as of the closing date of such Corporate Transaction over (2) any exercise price or purchase price paid or to be paid for the Shares subject to the Awards; or (E) the cancellation of any outstanding Options, an outstanding right to purchase Restricted Stock or outstanding Restricted Stock Units, in any case, for no consideration. Notwithstanding anything under this Plan, any Award agreement or otherwise, any escrow, holdback, earn-out or similar provisions agreed to pursuant to, or in connection with, a Corporate Transaction shall, unless otherwise determined by the Board, apply to any payment or other right a Participant may be entitled to under this Plan, if any, to the same extent and in the same manner as such provisions apply generally to the holders of the Company’s Common Stock with respect to the Corporate Transaction, but only to the extent permitted by Applicable Law, including (without limitation), Section 409A of the Code.

12. **Time of Granting of Awards.** The date of grant of an Award shall, for all purposes, be the date on which the Administrator makes the determination granting such Award, or such other date as is determined by the Administrator.

13. **Amendment and Termination of the Plan.** Subject to the official rules of ASX Limited (trading as the Australian Securities Exchange) granted by ASX Limited, the Board may at any time amend or terminate the Plan, but no amendment or termination (other than an adjustment pursuant to Section 11 above) shall be made that would materially and adversely affect the rights of any Participant under any outstanding Award, without his or her consent. In addition, to the extent necessary and desirable to comply with Applicable Laws, the Company shall obtain the approval of holders of capital stock with respect to any Plan amendment in such a manner and to such a degree as required.

14. **Conditions Upon Issuance of Shares.** Notwithstanding any other provision of the Plan or any agreement entered into by the Company pursuant to the Plan, the Company shall not be obligated, and shall have no liability for failure, to issue or deliver any Shares under the Plan unless such issuance or delivery would comply with Applicable Laws, with such compliance determined by the Company in consultation with its legal counsel. As a condition to the exercise of any Option, purchase or receipt of any Restricted Stock or settlement of any Restricted Stock Units, the Company may require the person exercising the Option or purchasing or receiving the Restricted Stock or Restricted Stock Units to represent and warrant at the time of any such exercise, purchase, receipt or settlement that the Shares are being purchased or received

only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is advisable or required by Applicable Laws.

15. **Beneficiaries.** If permitted by the Company, a Participant may designate one or more beneficiaries with respect to an Award by timely filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Participant's death. Except as otherwise provided in an Award agreement, if no beneficiary was designated or if no designated beneficiary survives the Participant, then after a Participant's death any vested Award(s) shall be transferred or distributed to the Participant's estate or to any person who has the right to acquire the Award by bequest or inheritance.

16. **Approval of Holders of Capital Stock.** If required by Applicable Laws, continuance of the Plan shall be subject to approval by the holders of capital stock of the Company within 12 months before or after the date the Plan is adopted or, to the extent required by Applicable Laws, any date the Plan is amended. Such approval shall be obtained in the manner and to the degree required under Applicable Laws.

17. **Addenda.** The Administrator may approve such addenda to the Plan as it may consider necessary or appropriate for the purpose of granting Awards to Employees or Consultants, which Awards may contain such terms and conditions as the Administrator deems necessary or appropriate to accommodate differences in local law, tax policy or custom, which may deviate from the terms and conditions set forth in this Plan. The terms of any such addenda shall supersede the terms of the Plan to the extent necessary to accommodate such differences but shall not otherwise affect the terms of the Plan as in effect for any other purpose.

18. **Information to Holders of Options.** In the event the Company is relying on the exemption provided by Rule 12h-1(f) under the Exchange Act, the Company shall provide the information described in Rule 701(e)(3), (4) and (5) of the Securities Act of 1933, as amended, to all holders of Options in accordance with the requirements thereunder until such time as the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act. The Company may request that holders of Options agree to keep the information to be provided pursuant to this Section confidential. If the holder does not agree to keep the information to be provided pursuant to this Section confidential, then the Company will not be required to provide the information unless otherwise required pursuant to Rule 12h-1(f)(1) of the Exchange Act.

ADDENDUM A
Amended and Restated 2011 Stock Plan
(California Participants)

Prior to the date, if ever, on which the Company is subject to the reporting requirements of the Exchange Act, the terms set forth herein shall apply to Awards issued to California Participants. All capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Plan.

1. The following rules shall apply to any Option in the event of termination of the Participant's Continuous Service Status:

(a) If such termination was for reasons other than death, "Permanent Disability" (as defined below), or Cause, the Participant shall have at least 30 days after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.

(b) If such termination was due to death or Permanent Disability, the Participant shall have at least 6 months after the date of such termination to exercise his or her Option to the extent the Participant is entitled to exercise on his or her termination date, provided that in no event shall the Option be exercisable after the expiration of the term as set forth in the Option Agreement.

"Permanent Disability" for purposes of this Addendum shall mean the inability of the Participant, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Participant's position with the Company or any Parent or Subsidiary because of the sickness or injury of the Participant.

2. Notwithstanding anything to the contrary in Section 11(a) of the Plan, the Administrator shall in any event make such adjustments as may be required by Section 25102(o) of the California Corporations Code.

3. Notwithstanding anything stated herein to the contrary, no Option shall be exercisable on or after the 10th anniversary of the date of grant and any Award agreement shall terminate on or before the 10th anniversary of the date of grant.

4. The Company shall furnish summary financial information (audited or unaudited) of the Company's financial condition and results of operations, consistent with the requirements of Applicable Laws, at least annually to each California Participant during the period such Participant has one or more Awards outstanding, and in the case of an individual who acquired Shares pursuant to the Plan, during the period such Participant owns such Shares; provided, however, the Company shall not be required to provide such information if (i) the issuance is limited to key persons whose duties in connection with the Company assure their access to equivalent information or (ii) the Plan or any agreement complies with all conditions of Rule 701 of the Securities Act of 1933, as amended; provided that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701.

ANNEXURE D

RATIFICATION RESOLUTIONS OF THE BOARD OF DIRECTORS

WHEREAS: A former employee of the Company, Michael Borsuk, was previously granted options to purchase an aggregate of 43,565 shares of Common Stock of the Company (the “Borsuk Options”) pursuant to Plan. Mr. Borsuk’s employment with the Company terminated on February 27, 2015. Mr. Borsuk was entitled to exercise the Borsuk Options and purchase an aggregate of 26,244 shares of Common Stock of the Company for a period of three months following the termination of his employment. The Company believed and, based upon statements from the Company Mr. Borsuk believed, that Mr. Borsuk was entitled to exercise the Borsuk Options until May 31, 2015. Mr. Borsuk delivered an exercise notice and payment for the exercise of options to purchase 26,244 shares of Common Stock of the Company on May 30, 2015 (the “Shares”), and the Company accepted such payment and issued the Shares on May 30, 2015;

WHEREAS: It was the intention of the Company to permit Mr. Borsuk to exercise the Borsuk Options with respect to the 26,244 vested shares of Common Stock of the Company and, accordingly, the Company issued the Shares as described above;

WHEREAS: The purported exercise of the Borsuk Options took place more than 3 months following the termination of his employment with the Company, and as a result 26,244 shares of Common Stock of the Company were issued without the approval of the Board required by Sections 152 and 153 of the Delaware General Corporation Law (the “DGCL”); and

WHEREAS: The Board now intends to ratify the issuance of the Shares to Mr. Borsuk.

NOW, THEREFORE BE IT RESOLVED, THAT:

1. The defective corporate act to be ratified by this resolution is the issuance of the Shares, which involved the issuance of 26,244 shares of Common Stock to Michael Borsuk.
2. The nature of the failures of authorization in respect of the issuances of the Shares is that the Shares were issued after the exercise period of the Borsuk Options had expired and the issuance of the Shares was not otherwise approved by the Board required under Sections 152 and 153 of the DGCL at the time of such issuance.
3. The Board hereby approves, adopts and authorizes, in all respects, the ratification of the defective corporate acts identified in Paragraph (1) of this resolution pursuant to Section 204 of the DGCL.

RESOLVED FURTHER: That each officer of the Company (acting alone) is hereby authorized and directed, in the name and on behalf of the Company, to provide prompt notice of the adoption of these resolutions in accordance with Section 204 of the DGCL, with such notice to be in such form as any such officer may deem advisable.

RESOLVED FURTHER: That each officer of the Company (acting alone) is hereby authorized to take any and all actions and to execute and deliver any and all instruments, agreements and other documents, in the name of and on behalf of the Company, as any such officer deems advisable (the advisability of which shall be conclusively evidenced by the taking of such action or the execution and delivery of such instrument, agreement or document), to carry out the intent and accomplish the purposes of the foregoing resolutions.

RESOLVED FURTHER: That the taking by any officer of the Company of any action authorized to be taken by such person in any of the preceding resolutions shall conclusively evidence the due authorization thereof by the Company.

RESOLVED FURTHER: That all actions heretofore taken by any director, officer or agent of the Company, for and on behalf of the Company, with respect to any of the matters referenced in the foregoing resolutions are hereby ratified, approved and confirmed in all respects.

Online Meeting Guide

Getting Started

If you choose to participate online you will be able to view a live webcast of the meeting, ask the Directors questions online and submit your votes in real time and you will need to either:

- a) Visit <https://web.lumiagm.com> on your smartphone, tablet or computer. You will need the latest versions of Chrome, Safari, Internet Explorer 11, Edge and Firefox. Please ensure your browser is compatible; or
- b) Download the Lumi AGM app from the Apple App or Google Play Stores by searching for Lumi AGM.

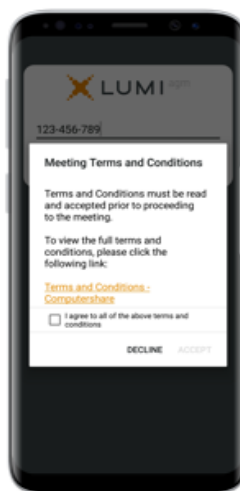
Meeting ID: 342-919-035

Online registration will open 1 hour before the start of the meeting

- 1** To participate in the meeting, you will be required to enter the unique 9 digit Meeting ID provided above.



- 2** To proceed into the meeting, you will need to read and accept the Terms and Conditions.



OR



- 3** To register follow one of the three options below

Participate in the meeting online as a stockholder

To log in, you must select "I am a stockholder/proxy" and have the following information:
Username is your holder number and Password is your zip code (for US residents) or the three-character country code of your place of registered address (for non-US residents)

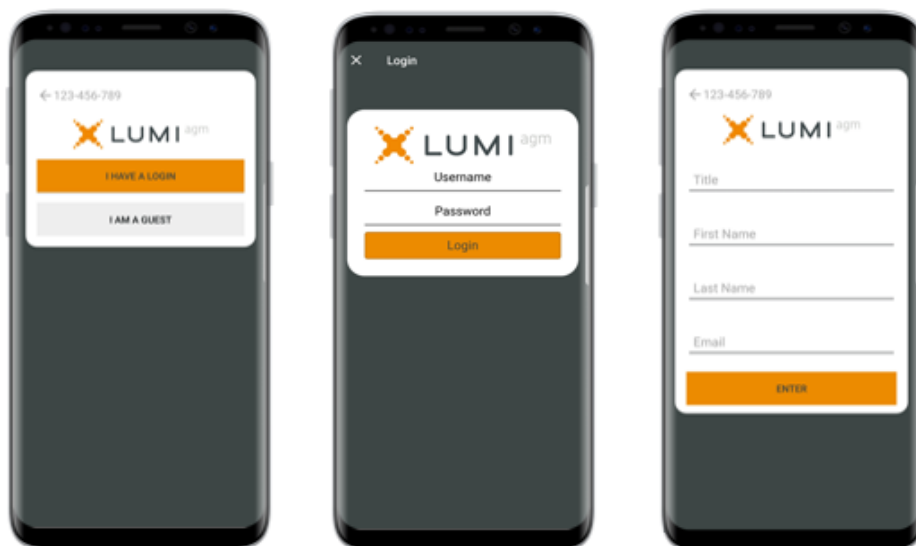
Participate in the meeting online as a proxyholder appointed by a stockholder or a CDI holder

To log in, you must select "I am a stockholder/proxy" and have the following information:

To receive your username and password, please contact Computershare Investor Services on +61 3 9415 4024 during the online registration period which will open 1 hour before the start of the meeting.

Participate in the meeting online as a CDI holder and have not appointed yourself as a proxyholder

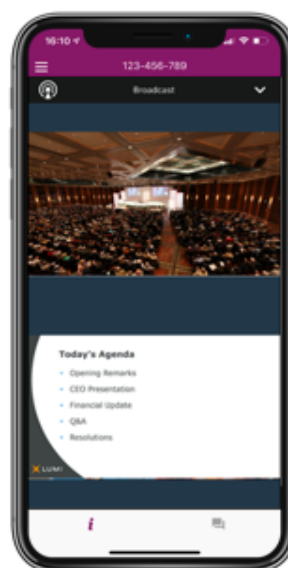
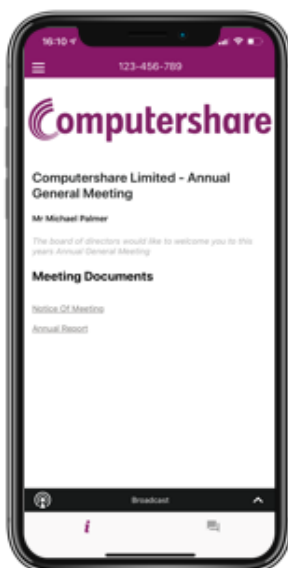
To log in, you must select "I am a CDI holder/guest" and then enter your name and Email Address.



4 Once logged in, you will see the home page, which displays the meeting documents and information on the meeting. Icons will be displayed in different areas, depending on the device you are using.

5 View the webcast
To view proceedings you must tap the broadcast arrow  on your screen. Video and/or slides of the meeting will appear after approx. 30 seconds*. Toggle between the up or down arrow  to view another screen.

(*Dependant on the speed of your internet)



The broadcast bar allows you to view and listen to the proceedings



Home page icon, displays meeting information



Questions icon, used to ask questions



Voting icon, used to vote. Only visible when the chairman opens poll

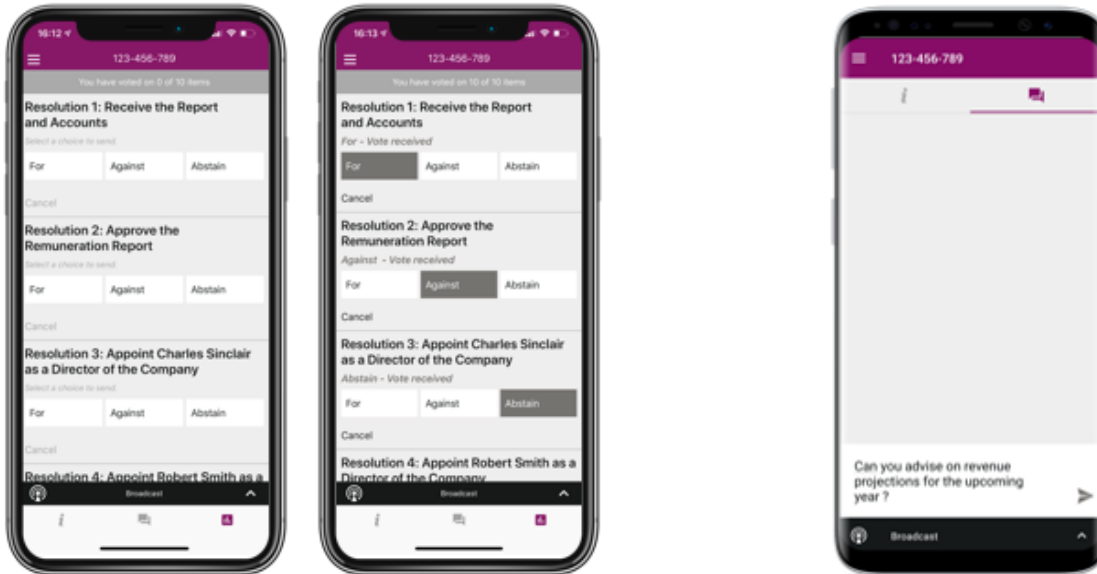
6 To Vote

When the Chairman declares the poll open:

- A voting icon  will appear on your device and the Meeting Resolutions will be displayed.
- To vote tap one of the voting options. Your response will be highlighted.
- To change your vote, simply press a different option to override.

The number of items you have voted or yet to vote on, is displayed at the top of the screen.

Votes may be changed up to the time the chairman closes the poll.



On some devices, to vote, you may need to minimise the webcast by selecting the arrow in the broadcast bar, audio will still be available. To return to the webcast after voting, select the arrow again.

7 To Ask Questions

Tap on the Questions icon  to submit a question, type your question in the chat box at the bottom of the screen and then select the send icon .

Confirmation that your message has been received will appear.

For Assistance

If you require assistance prior to or during the Meeting, please call +61 3 9415 4024



COUNTRY CODES

Select your country code from the list below and enter it into the **password** field.

ABW ARUBA	CPV CAPE VERDE	ISM BRITISH ISLES	NPL NEPAL	TKM TURKMENISTAN
AFG AFGHANISTAN	CRI COSTA RICA	ISR ISRAEL	NRU NAURU	TLS EAST TIMOR
AGO ANGOLA	CUB CUBA	ITA ITALY	NZL NEW ZEALAND	DEMOCRATIC REP OF
AIA ANGUILLA	CXR CHRISTMAS ISLAND	JAM JAMAICA	OMN OMAN	TMP EAST TIMOR
ALA ALAND ISLANDS	CYM CAYMAN ISLANDS	JEY JERSEY	PAK PAKISTAN	TON TONGA
ALB ALBANIA	CYP CYPRUS	JOR JORDAN	PAN PANAMA	TTO TRINIDAD & TOBAGO
AND ANDORRA	CZE CZECH REPUBLIC	JPN JAPAN	PCN PITCAIRN ISLANDS	TUN TUNISIA
ANT NETHERLANDS ANTILLES	DEU GERMANY	KAZ KAZAKHSTAN	PER PERU	TUR TURKEY
ARE UNITED ARAB EMIRATES	DJI DJIBOUTI	KEN KENYA	PHL PHILIPPINES	TUV TUVALU
ARG ARGENTINA	DMA DOMINICA	KGZ KYRGYZSTAN	PLW PALAU	TWN TAIWAN
ARM ARMENIA	DNK DENMARK	KHM CAMBODIA	PNG PAPUA NEW GUINEA	TZA TANZANIA UNITED REPUBLIC OF
ASM AMERICAN SAMOA	DOM DOMINICAN REPUBLIC	KIR KIRIBATI	POL POLAND	UGA UGANDA
ATA ANTARCTICA	DZA ALGERIA	KNA ST KITTS AND NEVIS	PRI PUERTO RICO	UKR UKRAINE
ATF FRENCH SOUTHERN TERRITORIES	ECU ECUADOR	KOR KOREA REPUBLIC OF	PRK KOREA DEM PEOPLES REPUBLIC OF	UMI UNITED STATES MINOR OUTLYING
ATG ANTIGUA AND BARBUDA	EGY EGYPT	KWT KUWAIT	PRT PORTUGAL	URY URUGUAY
AUS AUSTRALIA	ERI ERITREA	LAO LAO PDR	PRY PARAGUAY	USA UNITED STATES OF AMERICA
AUT AUSTRIA	ESH WESTERN SAHARA	LBN LEBANON	PSE PALESTINIAN TERRITORY OCCUPIED	UZB UZBEKISTAN
AZE AZERBAIJAN	ESP SPAIN	LBR LIBERIA	PYF FRENCH POLYNESIA	VAT HOLY SEE (VATICAN CITY STATE)
BDI BURUNDI	EST ESTONIA	LBY LIBYAN ARAB JAMAHIRIYA	QAT QATAR	VCT ST VINCENT & THE GRENADINES
BEL BELGIUM	ETH ETHIOPIA	LCA ST LUCIA	REU REUNION	VEN VENEZUELA
BEN BENIN	FIN FINLAND	LIE LIECHTENSTEIN	ROU ROMANIA	VGB BRITISH VIRGIN ISLANDS
BFA BURKINA FASO	FJI FIJI	LKA SRI LANKA	RUS RUSSIAN FEDERATION	VIR US VIRGIN ISLANDS
BGD BANGLADESH	FLK FALKLAND ISLANDS (MALVINAS)	LSO LESOTHO	RWA RWANDA	VNM VIETNAM
BGR BULGARIA	FRA FRANCE	LTU LITHUANIA	SAU SAUDI ARABIA KINGDOM OF	VUT VANUATU
BHR BAHRAIN	FRO FAROE ISLANDS	LUX LUXEMBOURG	SCG SERBIA AND MONTENEGRO	WLF WALLIS AND FUTUNA
BHS BAHAMAS	FSM MICRONESIA	LVA LATVIA	SDN SUDAN	WSM SAMOA
BIH BOSNIA & HERZEGOVINA	GAB GABON	MAC MACAO	SEN SENEGAL	YEM YEMEN
BLM ST BARTHELEMY	GBR UNITED KINGDOM	MAF ST MARTIN	SGP SINGAPORE	YMD YEMEN DEMOCRATIC
BLR BELARUS	GEO GEORGIA	MAR MOROCCO	SGS STH GEORGIA & STH SANDWICH ISL	YUG YUGOSLAVIA SOCIALIST FED REP
BLZ BELIZE	GGY GUERNSEY	MCO MONACO	SHN ST HELENA	ZAF SOUTH AFRICA
BMU BERMUDA	GHA GHANA	MDA MOLDOVA REPUBLIC OF	SJM SVALBARD & JAN MAYEN	ZAR ZAIRE
BOL BOLIVIA	GIB GIBRALTAR	MDG MADAGASCAR	SLB SOLOMON ISLANDS	ZMB ZAMBIA
BRA BRAZIL	GIN GUINEA	MDV MALDIVES	SLE SIERRA LEONE	ZWE ZIMBABWE
BRB BARBADOS	GLP GUADELOUPE	MEX MEXICO	SLV EL SALVADOR	
BRN BRUNEI DARUSSALAM	GMB GAMBIA	MHL MARSHALL ISLANDS	SMR SAN MARINO	
BTN BHUTAN	GNB GUINEA-BISSAU	MKD MACEDONIA FORMER YUGOSLAV REP	SOM SOMALIA	
BUR BURMA	GNQ EQUATORIAL GUINEA	MLI MALI	SPM ST PIERRE AND MIQUELON	
BVT BOUVET ISLAND	GRC GREECE	MLT MALTA	SRB SERBIA	
BWA BOTSWANA	GRD GRENADA	MMR MYANMAR	STP SAO TOME AND PRINCIPE	
BLR BELARUS	GRL GREENLAND	MNE MONTENEGRO	SUR SURINAME	
CAF CENTRAL AFRICAN REPUBLIC	GTM GUATEMALA	MNG MONGOLIA	SVK SLOVAKIA	
CAN CANADA	GUF FRENCH GUIANA	MNP NORTHERN MARIANA ISLANDS	SVN SLOVENIA	
CCK COCOS (KEELING) ISLANDS	GUM GUAM	MOZ MOZAMBIQUE	SWE SWEDEN	
CHE SWITZERLAND	GUY GUYANA	MRT MAURITANIA	SWZ SWAZILAND	
CHL CHILE	HKG HONG KONG	MSR MONTSERRAT	SYC SEYCHELLES	
CHN CHINA	HMD HEARD AND MCDONALD ISLANDS	MTQ MARTINIQUE	SYR SYRIAN ARAB REPUBLIC	
CIV COTE D'IVOIRE	HND HONDURAS	MUS MAURITIUS	TCA TURKS AND CAICOS ISLANDS	
CMR CAMEROON	HRV CROATIA	MWI MALAWI	TCD CHAD	
COD CONGO DEMOCRATIC REPUBLIC OF	HTI HAITI	MYS MALAYSIA	TGO TOGO	
COG CONGO PEOPLES REPUBLIC OF	HUN HUNGARY	MYT MAYOTTE	THA THAILAND	
COK COOK ISLANDS	IDN INDONESIA	NAM NAMIBIA	TJK TAJIKISTAN	
COL COLOMBIA	IMN ISLE OF MAN	NCL NEW CALEDONIA	TKL TOKELAU	
COM COMOROS	IND INDIA	NER NIGER		
	IOT BRITISH INDIAN OCEAN TERRITORY	NFK NORFOLK ISLAND		
	IRL IRELAND	NGA NIGERIA		
	IRN IRAN ISLAMIC REPUBLIC OF	NIC NICARAGUA		
	IRQ IRAQ	NIU NIUE		
	ISL ICELAND	NLD NETHERLANDS		
		NOR NORWAY		

Lodge your Voting Instruction Form:



Online:
www.investorvote.com.au



By Mail:
Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

Alternatively you can fax your form to
(within Australia) 1800 783 447
(outside Australia) +61 3 9473 2555

Online Subscribers:
For Intermediary Online subscribers only
(custodians) www.intermediaryonline.com

For all enquiries call:
(within Australia) 1300 850 505
(outside Australia) +61 3 9415 4000

360

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

CDI Voting Instruction Form - 2020 Annual Meeting (AM)



Vote online or view the Annual Report, 24 hours a day, 7 days a week:

www.investorvote.com.au

- ☒ **Complete your Voting Instruction Form**
- ☒ **Access the Annual Report**
- ☒ **Review and update your securityholding**

Your secure access information is:

Control Number: 999999

SRN/HIN: I9999999999

PIN: 99999



PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

For your voting instruction to be effective it must be received by 9.30am (Sydney time) on Tuesday, 28 July 2020.

How to Vote

Each CHESS Depositary Interest (CDI) is equivalent to one-third of Company Common Stock, so that every 3 (three) CDI registered in your name on Thursday, 9 July 2020 at 7.00pm (AEST) entitles you to one vote.

By signing this Voting Instruction Form, you direct CHESS Depositary Nominees Pty Limited (CDN) to appoint the Chairman of the meeting or a person designated by you as its Nominated Proxy to vote the shares in the company held by CDN on your behalf in respect of the resolutions to be considered at the Annual Meeting to be held virtually, on 31 July 2020 and at any adjournment of that meeting, as indicated on this form, and to vote or abstain in respect of any procedural resolution as the Nominated Proxy (as applicable) thinks fit.

If you want to apportion your vote, you must clearly enter the portion to be voted in a particular manner in the box opposite the resolution in Step 2 overleaf. This may be done by specifying the number of shares underlying your CDI holding or the percentages of that holding. If you vote in excess of 100% of your holding for the resolution, your vote on the resolution will be invalid. If you mark more than one box for the resolution, except to show a portion in the manner discussed above, your vote on that resolution will be invalid.

If you lodge the Voting Instruction Form prior to the Annual Meeting, and complete your voting directions on that form, your voting instructions may only be changed if you submit a further Voting Instruction Form before the closing date at 9:30am (Sydney time) on Tuesday, 28 July 2020.

Attending the Meeting

Persons attending the virtual Annual Meeting will be prompted by virtual meeting website to provide appropriate identification to gain entry into the virtual meeting website.

Appointing the Chairman as Nominated Proxy (Option A)

To instruct CDN to appoint the Chairman of the meeting as its Nominated Proxy to vote the shares underlying your CDIs:

Step 1 - Place a cross in the box next to Option A.

Step 2 - Place a mark or specify the number of shares or percentage of your holding to be voted in one of the boxes opposite the resolution. The shares underlying your CDIs will be voted in accordance with this direction.

If you do not mark 'For', 'Against', or 'Abstain' the Chairman may vote as he or she determines at the Annual Meeting.

If you mark the 'Abstain' box, you are directing the Chairman (as CDN's Nominated Proxy) not to vote on the resolution(s) and your votes will not be counted in computing the required majority.

* If the Nominated Proxy is a body corporate and the written instruction will be submitted by a representative of the body corporate, the appropriate 'Certificate of Appointment of Corporate Representative' form will need to be provided along with the written instructions. A Corporate Representative form may be obtained from Computershare or online at www.investorcentre.com under the help tab, 'Printable Forms'.

Appointing a proxy of your choice (Option B)

To instruct CDN to appoint a Nominated Proxy of your choice (other than the Chairman of the meeting) or failing your nominee's attendance at the Annual Meeting, the Chairman who may vote the shares underlying your CDI at Life360's Annual Meeting:

Step 1 - Write the person you appoint in the box at the top of the form overleaf.

Step 2 - Place a mark or specify the number of shares or percentage of your holding to be voted in one of the boxes opposite the resolution.

You may instruct CDN to appoint yourself or your nominee, or failing your or your nominee's attendance at the Annual Meeting, the Chairman as a proxy.

If you instruct CDN to appoint a person nominated by you as Nominated Proxy but do not mark 'For', 'Against', or 'Abstain', the Nominated Proxy may vote as he or she determines at the AM.

If you mark the 'Abstain' box for a resolution, you are directing the Nominated Proxy not to vote on the resolution(s).

If you appoint a Nominated Proxy and your Nominated Proxy does not attend the AM, the Chairman will vote in accordance with the instructions on the Voting Instruction Form or, for undirected proxies, in accordance with the Nominated Proxy's written instructions* provided to the Chairman, care of Computershare facsimile to 1800 783 447 from inside Australia or +61 3 9473 2555 from outside Australia. If the Nominated Proxy does not provide written instructions to the Chairman, care of Computershare by 9:30am (Sydney time) on Tuesday, 28 July 2020, then the Chairman intends voting in favour of the resolutions.

If you do not select either of Option A or Option B, and the Voting Instruction Form is validly signed, you will be deemed to have marked Option A.

Signing Instructions for Postal Forms

Individual: Where the CDI holding is in one name, the CDI holder must sign.

Joint Holding: Where the CDI holding is in more than one name, all of the CDI holders must sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held.

**GO ONLINE TO VOTE,
or turn over to complete the form**



MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030



Change of address. If incorrect,
mark this box and make the
correction in the space to the left.



I 9999999999

I ND

Voting Instruction Form

Please mark ☒ to indicate your directions

STEP 1

CHESS Depositary Nominees Pty Limited (CDN) will vote as directed

(please mark box A **OR** insert a name in the space provided at B below)

XX

I/We, being a CDI holder of the company, hereby instruct:

Option A



CDN to appoint the
Chairman of the
meeting as its
Nominated Proxy

or

Option B

CDN to appoint the
following Nominated
Proxy:

Please write the name of the person (other than the Chairman) you would like to attend and vote at the meeting on your behalf. **If you wish to attend, speak and vote at the meeting in Sydney, write your own name.**

or failing attendance at the Annual Meeting of the person or body corporate so named, the Chairman

to attend, speak and vote the shares underlying my/our holding of CDIs at the Annual Meeting of Life360, Inc. to be held virtually (refer to the Notice of Meeting) on Friday, 31 July 2020, at 9:30am (Sydney, Australia time) (4.30pm (San Francisco time) on Thursday, 30 July 2020) and any adjournment of the meeting.

If you complete neither of the options above, and the Voting Instruction Form has been validly signed, then you will be deemed to have marked Option A.

THE BOARD OF DIRECTORS RECOMMEND A VOTE 'FOR' THE RESOLUTIONS.

STEP 2

Items of Business

1. Re-election of Alex Haro as a Director

For Abstain

☐	☐
☐	☐

2. Re-election of Mark Goines as a Director

3. Approval of 2011 Stock Plan amendment and restatement (for the purposes of Delaware law)

For Abstain Against

For	Abstain	Against
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐
☐	☐	☐

4. Approval of Company's Restated 2011 Stock Plan (for the purposes of ASX Listing Rule 7.2)

5. Approval of grant of 230,000 Options to Chris Hulls

6. Approval of grant of RSUs to John Philip Coghlan

7. Approval of grant of RSUs to Brit Morin

8. Approval of grant of RSUs to James Synge

9. Approval of grant of RSUs to Mark Goines

10. Approval of grant of RSUs to David Wiadrowski

11. Approve an amendment to the terms of 124,708 Options issued to Wendell Laidley

12. Approve an offer to amend the terms of certain outstanding Options held by Company service providers pursuant to the Company's option repricing program

SIGN

This section *must* be signed in accordance with the instructions overleaf to enable your directions to be implemented.

Individual or Securityholder

Sole Director and Sole Company Secretary

Contact
Name

Securityholder 2

Director

Contact
Daytime
Telephone

Securityholder 3

Director/Company Secretary

Date / /

3 6 0

2 6 5 2 8 9 A



Computershare +



Your vote matters – here's how to vote!

You may vote online or by phone instead of mailing this card.



Votes submitted electronically must be Received by 4:30 PM (PDT) on July 28, 2020

Online

Go to www.investorvote.com/LFTI or scan the QR code – login details are located in the shaded bar below.



Phone

Call toll free 1-800-652-VOTE (8683) within the USA, US territories and Canada

Using a **black ink** pen, mark your votes with an **X** as shown in this example. Please do not write outside the designated areas.



2020 Annual Meeting Proxy Card

▼ IF VOTING BY MAIL, SIGN, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ▼

A Proposals – The Board of Directors recommend a vote **FOR** Proposals 1 – 12.

1. Re-election of Alex Haro as a Director	For ☐	Abstain ☐	2. Re-election of Mark Goines as a Director	For ☐	Abstain ☐	+	
3. Approval of 2011 Stock Plan amendment and restatement (for the purposes of Delaware law)	For ☐	Against ☐	Abstain ☐	4. Approval of Company's Restated 2011 Stock Plan (for the purposes of ASX Listing Rule 7.2)	For ☐	Against ☐	Abstain ☐
5. Approval of grant of 230,000 Options to Chris Hulls	☐	☐	☐	6. Approval of grant of RSUs to John Philip Coghlan	☐	☐	☐
7. Approval of grant of RSUs to Brit Morin	☐	☐	☐	8. Approval of grant of RSUs to James Synge	☐	☐	☐
9. Approval of grant of RSUs to Mark Goines	☐	☐	☐	10. Approval of grant of RSUs to David Wiadrowski	☐	☐	☐
11. Approve an amendment to the terms of 124,708 Options issued to Wendell Laidley	☐	☐	☐	12. Approve an offer to amend the terms of certain outstanding Options held by Company service providers pursuant to the Company's option repricing program	☐	☐	☐

B Authorized Signatures – This section must be completed for your vote to count. Please date and sign below.

Please sign exactly as name(s) appears hereon. Joint owners should each sign. When signing as attorney, executor, administrator, corporate officer, trustee, guardian, or custodian, please give full title. Date (mm/dd/yyyy) – Please print date below.

Signature 1 – Please keep signature within the box.

Signature 2 – Please keep signature within the box.

1 U P X



2020 Annual Meeting of Life360

Friday July 31, 2020 at 9:30 A.M. (Sydney, Australia time) (being Thursday July 30, 2020 at 4:30 P.M. Pacific Time)

The 2020 Annual Meeting of Shareholders of Life360 will be held on
Friday July 31, 2020 at 9:30 A.M. (Sydney, Australia time) (being Thursday July 30, 2020 at 4:30 P.M. Pacific Time)
virtually via the internet at <https://web.lumiagm.com> (Meeting ID: 342-919-035)

To access the virtual meeting, you must have the information that is printed in the shaded bar
located on the reverse side of this form.

▼ IF VOTING BY MAIL, SIGN, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. ▼

Life360



Notice of 2020 Annual Meeting of Shareholders

Proxy Solicited by Board of Directors for Annual Meeting – July 30, 2020

The Chairman of the meeting, or any other Director of the Company (if required), or any of them, each with the power of substitution, are hereby authorized to represent and vote the shares of the undersigned, with all the powers which the undersigned would possess if personally present, at the Annual Meeting of Shareholders of Life360 to be held on July 31, 2020 (Sydney, Australia time) (July 30, 2020 Pacific Time) or any postponement or adjournment thereof.

Shares represented by this proxy will be voted by the stockholder. If no such directions are indicated, the Proxies will have authority to vote FOR Items 1-12.

In their discretion, the Proxies are authorized to vote upon such other business as may properly come before the meeting.

Only those Shareholders of record, or beneficial owners of Shares or CDIs held in Street Name on Thursday, July 9, 2020 at 9:30 A.M. (Sydney, Australia time) (being Wednesday, July 8, 2020 at 4:30 P.M. Pacific Time) may vote at the Annual Meeting.

Valid, signed and dated proxy cards must be received by Computershare US no later than Tuesday, July 28, 2020 at 4:30 P.M. (Pacific Time) (being Wednesday, July 29, 2020 at 9:30 A.M. Sydney, Australia time).

(Items to be voted appear on the reverse side)

C Non-Voting Items

Change of Address – Please print new address below.

Comments – Please print your comments below.

