

Singular Health Group Ltd: SHG

ASX Announcement

20th September 2023

Appointment of United States Public Affairs & Corporate Advisor

Highlights

- Marin & Sons, a full-service public affairs firm based in Miami, to provide strategic public relations and corporate advisory services in United States.
- Marin & Sons have strong ties to Tier 1 healthcare systems including Jackson Health System, University of Miami Hospitals, Miami Children's Hospital and HCA Healthcare.
- Marin & Sons engaged via a performance-based remuneration structure and clear alignment with Singular Health's enterprise-first market access strategy.

Singular Health Group Limited (**ASX: SHG**, "**Singular Health**", or the "**Company**"), a medical technology company delivering personalised healthcare through technology, is pleased to confirm the strategic appointment of Marin & Sons LLC (**Marin & Sons**), a public relations and corporate advisory group, as it expands its presence in the United States market.

Marin & Sons, established in 2001, has a significant portfolio of healthcare clients including, but not limited to, Jackson Health System, University of Miami Hospitals, Miami Children's Hospital, and has also managed numerous political campaigns on State and Federal levels, building strong, meaningful relationships in the political and business communities.

Introduced by Singular Health's Master Distributor, CG1 Solutions, Marin & Sons have been working closely with both the Company and CG1 to tailor the Company's US go-to-market strategy and have agreed to a remuneration structure heavily weighted toward the creation of shareholder value. Refer to Annexure A for further detail.

In association with the engagement of Marin & Sons, CG1 has agreed to reduce their remuneration structure under their Master Distribution Agreement such that the performance-based remuneration to Marin & Sons will have a neutral financial impact on Singular Health.

The key terms of the Engagement are summarised in Annexure A and includes performance securities, the issue of which will be subject to shareholder approval at the Company's upcoming annual general meeting.

Singular Health Group's Managing Director and Interim Chief Executive Officer, Denning Chong, commented on this appointment, saying:

"We are pleased to appoint Marin & Sons to bolster the efforts of our US Master Distributor, CG1 Solutions, in securing imminent enterprise contracts in Florida and wider United States market".

"Marin & Sons are widely connected in our target region, and have been working closely with CG1 Solutions to facilitate introductions to key decision makers in leading state and national healthcare institutions, further increasing our confidence in securing initial enterprise sales in the weeks and months to come."

This announcement is authorised for release by the Board of Directors of the Company.

Ends

For further information contact

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About Singular Health:

Singular Health Group Limited (ASX: SHG) is a medical technology company utilising advanced technologies to develop patient-specific solutions.

Singular Health's 3Dicom software solutions empower patients and practitioners to better visualise, communicate, and understand medical imaging data. 3Dicom MD® is cleared for diagnostic use in the United States.

Singular 3DP, a wholly owned subsidiary of Singular Health, uses advanced manufacturing including 3D printing and post-processing to manufacture TGA-approved patient-specific medical devices. It also provides hardware solutions as an official reseller of the 3D Systems, Kings 3D, and DyeMansion brands in the Australian and New Zealand markets.

To learn more, visit: <https://www.singular.health> and <https://investors.singular.health/>

Annexure A: Key Terms of Marin & Sons Engagement

Parties	Singular Health Group Ltd ACN 639 242 765 (Singular Health) Marin and Sons, Inc. (Consultant)
Scope / Services	Singular Health has engaged the Consultant as a contractor to provide the following 'Consultancy Services' to Singular Health, being: the provision of corporate advisory services and sales and marketing advisory services to Singular Health, including the introduction of potential leads and customers for Singular Health services and products (Consultancy Services).
Term	The Consultancy Agreement commences from 1 September 2023 and will continue for a minimum of six (6) months until terminated in accordance with the terms of the Consultancy Agreement (Term). Following completion of the initial Term, either party may terminate the Consultancy Agreement upon at least 30 days' written notice. In addition: • either party may termination the agreement in the event of insolvency; and • Singular Health may terminate the agreement on immediate notice in the event of any dishonesty, serious misconduct or serious neglect of duty on the part of the Consultant or its personnel. Singular Health may terminate the Consultancy Agreement within the Term by electing to pay to the Consultant the equivalent amount of the Consultancy Fee (defined below) payable by it to the Consultant during the notice period in lieu of any notice period.
Consultancy Fee	Singular Health agrees to pay the Consultant 'Consultancy Fees' of USD\$10,000 per month for the Consultancy Services (Consultancy Fees).
Performance Rights	In addition to the Consultancy Fees payable monthly to the Consultant, Singular Health must issue, and the Consultant (or its nominee) subscribes for, performance rights, consisting of 2,000,000 'Class A' Performance Rights and 2,500,000 'Class B' Performance Rights (together, the Performance Rights), subject to vesting milestones summarised in further detail below. Issue of the Performance Rights to the Consultant is subject to approval by the shareholders of Singular Health, to be sought at the Company's upcoming Annual General Meeting.
Terms of the Performance Rights and conversion	Each Performance Right will: • convert into a fully paid ordinary share in the capital of Singular Health (Shares) if the relevant Milestone (defined below) is satisfied; and • lapse if the relevant Milestone (defined below) is not satisfied. The Shares into which the Performance Rights will convert will rank pari passu in all respects with the Shares on issue at the date of conversion. The Performance Rights are otherwise issued on standard terms applicable to performance rights, including with respect to restrictions on conversion in circumstances that would breach the Corporations Act 2001 (Cth) and accelerated vesting conditions in certain change of control scenarios. Summary of the full terms of the Performance Rights will be included in the Company's Notice of Meeting regarding its Annual General Meeting at which approval to issue the Performance Rights is being sought.

Milestones	Subject to expiry, the Performance Rights will convert as follows: Class A Performance Rights: the 2,000,000 Class A Performance Rights will convert into 2,000,000 Shares upon a signed binding unconditional contract for the 1st paid pilot / contract (minimum annual contract value of USD\$250,000) with any USA based hospital within 12 months of engagement of the Consultant (Milestone A). Class B Performance Rights: 500,000 Class B Performance Rights will, in each instance, convert into 500,000 Shares upon each additional signing of a binding unconditional contract with a hospital (minimum annual contract value of USD\$250,000 each) (Milestone B), up to a maximum of 5 instances, with a maximum of 2,500,000 Class B Performance Rights in total capable of vesting in accordance with Milestone B. Any Class A Performance Rights and, or, Class B Performance Rights which have not vested and converted into Shares in accordance with Milestone A or Milestone B, will convert into the equivalent number of balancing Shares if a commercial contract / pilot is signed on a binding and unconditional basis with a minimum of USD\$350,000 annual contract value is secured with a National Healthcare Organisation (such as the HCA) that has more than 7 clinics, spread over more than 1 State of United States of America (Milestone C) (Milestone A, Milestone B and Milestone C, being together, the Milestones).
Expiry	The Performance Rights will automatically lapse the earlier of: - the Milestones not being met within 24 months following the date of the Consultancy Agreement; - the Board making a determination that the Consultant has acted fraudulently, dishonestly or in breach of its obligations to Singular Health or the Consultant has materially breached the provisions of the Consultancy Agreement; or - the Consultant ceasing to be engaged by Singular Health as a consultant.