



Related Party Policy

Prescient Therapeutics Limited

ACN 006 569 106

| Reviewed/Approved by the Board | | |
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| Adopted | 24 July 2025 | V1.0 |

1. Purpose

- 1.1. This Related Party Policy (the "**Policy**") sets out the procedures in relation to identifying, disclosing, and managing actual, potential or perceived conflicts of interest and the framework for dealing with, Related Party Transactions (as defined in clause 5) and transactions involving a person in a position of Prescient Therapeutics Limited and its subsidiaries ("**Prescient**" or the "**Company**").
- 1.2. The business decisions of the Company must be based on the best interest of the Company and its shareholders. Related Party Transactions may present potential or actual conflicts of interest.

2. Application

- 2.1. This Policy applies to:
 - a) all directors of the Company ("**Directors**"), key management personnel (including the Chief Executive Officer) and senior executive officers of the Company;
 - b) all employees of the Company; and
 - c) all Related Parties of directors and officers of the Company.
(collectively "**Officers**")
- 2.2. The Policy does not apply to any external consultants or other third parties, who are governed by the contractual terms of their appointment.

3. What is a Related Party?

- 3.1. A related party is a person or entity that is related to the Company ("**Related Party**").
- 3.2. The following are Related Parties of the Company:
 - a) an entity that has control or joint control of the Company ("**Controlling Entity**");
 - b) the Officers or an Associate of the Company;
 - c) the Officers of a Controlling Entity;
 - d) the spouses, children and parents of the Officers;
 - e) any Subsidiaries of the Company;
 - f) any entity or person that has an interest in the Company, that gives it significant influence over the Company;
 - g) any entity controlled by a related party referred to in paragraphs (a) to (e), unless the entity is controlled by the Company;
 - h) any entity that was a related party of a kind referred to in paragraphs (a) to (f) at any time within the previous six months (former related parties);
 - i) an entity is a related party of the Company at a particular time, if the entity believes or has reasonable grounds to believe that it is likely to become a related party of the Company of a kind referred to in paragraphs (a) to (f) (future related party);
 - j) a party that is a joint venturer, in which the Company is a venturer; and

- k) the party is a post-employment benefit plan for the benefit of employees of the Company, or of any entity that is a related party of the Company.
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4. What is a “financial benefit”?

- 4.1. The term "financial benefit" is given a broad meaning under the Corporations Act, and Includes:
 - a) giving a benefit through an interposed entity;
 - b) giving a financial benefit by making an informal agreement, oral agreement or an agreement that has no binding force; and
 - c) giving a financial benefit that does not involve paying money.
 - 4.2. Examples of financial benefits are (as defined under Section 229 of the Corporations Act):
 - a) giving or providing the Related Party finance or property;
 - b) buying an asset from or selling an asset to a Related Party;
 - c) leasing an asset from or to a Related Party;
 - d) supplying services to or receiving services from a Related Party;
 - e) issuing securities or granting an option to a Related Party; and
 - f) taking up or releasing an option of the Related Party.
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5. What is a Related Party Transaction?

- 5.1. A Related Party Transaction is a transaction involving services, obligations or resources between the Company and a Related Party, regardless of whether a price is charged.
- 5.2. A **Material Related Party Transaction** are transactions of potential or actual significance to the Company.
- 5.3. Material Related Party Transactions include (but are not limited to):
 - a) A Related Party Transaction between the Company or any of its Controlled Entity(ies), where the value¹ or the value of its consideration is, 5% or more of the equity interests of the Company as set out in the latest accounts given to ASX;
 - b) Transactions with Related Parties relating to sales, financing, investments, equipment leases, and/ or service agreements; or
 - c) Any other Related Party Transaction that the Board or the ARC deems to be of significance to the Company.
- 5.4. A Non- Material Related Party Transaction is a transaction that of low risk, financial impact, and significance to the Company. These may include but are not limited to transactions that:
 - a) Involve *de minimis* amounts;
 - b) Do not require disclosure pursuant to ASX Listing Rule 10.1; or
 - c) Are between the Company and its Subsidiaries.

¹ In determining value, and whether the asset meets the threshold, the rules as defined under ASX Rules 10.2.1 must be applied.

6. Approval Authorities

- 6.1. The ASX Listing Rules provide that approval for any Related Party Transaction which exceeds the value² or the value of its consideration, which is **5% or more** of the equity interests of the Company is reserved to the shareholders of the Company.
- 6.2. The Board reserves the right to approve, ratify or reject any material Related Party Transactions.
- 6.3. The Board may delegate the authority to execute any approved Related Party Transaction on behalf of the Company, to members of the senior executive management of the Company, at their discretion.
- 6.4. The Board delegates to the Audit and Risk Committee ("**ARC**") the responsibilities and authorities as follows:
- a) To review all Related Party Transactions, and determine which are Non-Material and Material Related Party Transactions, subject to the provisions of this Policy;
 - b) To approve, ratify or reject Non-Material Related Party Transactions; and
 - c) To refer and recommend Material Related Party Transactions to the Board for approval, ratification, rejection or recommendation to the shareholders meeting.

7. Review of Related Party Transactions

- 7.1. Any Officer or employee of the Company that is presented with a transaction, or a proposed transaction, which involves either a Related Party or a person in a position of influence, whether a formal arrangement or not, must immediately notify the Company Secretary.
- 7.2. The Company Secretary must notify the ARC of all transactions, or proposed transactions, referred to him or her under section 7.1, and provide the ARC with copies of all relevant documentation including, but not limited to:
- a) details about the transaction including the nature of the 'financial benefit' (if any);
 - b) information about the transaction parties and how they are considered Related Party;
 - c) how arm's length may be evidenced (if relevant);
 - d) whether shareholder approval may be required;
 - e) whether an exception to shareholder approval applies; and
 - f) what steps must be taken to obtain shareholder approval (if relevant).
- 7.3. The ARC must review each transaction, and:
- a) determine if shareholder approval is required under the Corporations Act or the ASX Listing Rules;
 - b) consider if any disclosure is required under the Company's Continuous Disclosure Policy and/or in the Company's Annual Report, and
 - c) make a recommendation to the Board (i.e. whether and how to proceed with the proposed transaction).

² Ibid., at 1.

- 7.4. The following considerations must be considered by the ARC and/or the Board when determining whether to approve a proposed Related Party Transaction (as applicable):
- a) the requirement for and the nature and the material terms and conditions of the transaction;
 - b) the benefit to the Company of entering into the transaction;
 - c) the best interests of the Company and its shareholders;
 - d) the extent of the Related Party's interest and the Related Party's role in bringing the transaction to the Company;
 - e) the availability of other sources of competitive and comparable products or services;
 - f) whether the transaction is being entered into on an arms-length basis and in the ordinary course of business;
 - g) the degree to which the terms of the transaction are less favourable than generally available in non-Related Party Transactions under like circumstances;
 - h) the aggregate value of the transaction;
 - i) the potential risk or liability which may flow to the Company because of the transaction;
 - j) whether transaction is required to be disclosed to the market in line with the Company's Market Disclosure Policy;
 - k) where the Related Party is a Director, family member of a Director, or an entity in which the Director has a controlling interest, the potential impact on a Director's independence; and
 - l) any other material information regarding the transaction or the Related Party's interest in the transaction.
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8. Approval of Related Party Transactions

- 8.1. The Board must review each transaction referred to it by the ARC, in light of the matters outlined in this Policy and determine whether:
- a) to approve or reject the proposed Related Party Transaction;
 - b) shareholder approval is required under the Corporations Act or the ASX Listing Rules; and/or
 - c) any disclosure is required under the Company's Market Disclosure Policy and/or in the Company's Annual Report.
- 8.2. In emergency situations where it is not possible to wait until the next scheduled Board meeting to obtain approval for a Related Party Transaction, the Board may approve the use of a circulating resolution for this purpose.
- 8.3. Approval by the Board may be by simple majority of the votes of those members present in person or by proxy.
- 8.4. Related Party Transactions which exceed the 5% threshold of the equity interests of the Company require the approval of the shareholders. Significant change to the terms of the Related Party Transaction approved by the shareholders must be reevaluated and another approval must be obtained from the shareholders.

- 8.5. A Director who has an interest in a Related Party Transaction must declare the nature of his interest and must not participate in any review, consideration or approval of the Related Party Transaction in question.
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9. Exceptions to Related Party Transaction obligations

- 9.1. The Company will not be required to obtain shareholders' approval for a Related Party Transaction where one or more of the following exceptions applies:

9.2. Arm's length terms

- a) The terms of the agreement would be reasonable in the circumstances if the Company and the Related Party were dealing at arm's length; or
- b) Is less favourable to the Related Party than if they were dealing at arm's length, when considered in light of each of the relevant factors outlined in Annexure A.

9.3. Remuneration of officers or employees

- a) Reasonable remuneration of Officers or employees of the Company (when considered in the context of the Company and the Related Party); or
- b) Payment or reimbursement of reasonable expenses of Officers or employees of the Company incurred, or to be incurred, by the Officer or employee in performing his/her duties as an Officer or employee of the Company.

9.4. Indemnities, exemptions, insurance policies and payment of legal costs of officers

Is an indemnity, exemption, insurance policy or legal cost of an Officer of the Company³.

9.5. Small amounts given to a Related Party

Shareholder approval is not required for a payment to a Related Party in a financial year where the amount to be given, when aggregated with the total of all other amounts given to the Related Party in that financial year, does not exceed \$50,000.

9.6. Benefit to a closely held subsidiary

Shareholder approval is not required to give a financial benefit to a closely held subsidiary.

A company is a 'closely held subsidiary' of the Company if the only shareholders of that company are either:

- a) the Company;
- b) a nominee of the Company; or
- c) another 'closely held subsidiary' of the Company, or a nominee of that closely held subsidiary.

9.7. Benefit to shareholders

³ Note that this is limited in so far as section 199A-199C of the Corporations Act applies, such that the Company cannot provide a financial benefit to a director, officer or secretary against liability arising out of unlawful activity. Also, the Company cannot provide an indemnity for liability incurred by a director as an officer of the Company where a director owed a liability to the Company or a related body corporate, or the director owed a liability to someone other than the Company and the liability did not arise out of conduct in good faith. The Company cannot pay or agree to pay for director, secretary or other officer insurance against liability arising out of conduct involving a wilful breach of duty in relation to the company.

- a) The benefit is given to a shareholder of the company; and
- b) The giving of the benefit does not discriminate unfairly against the other shareholders of the public company.

9.8. Court Order

Shareholder approval is not required to give a financial benefit under a Court order.

10. Conflict of Interest

- 10.1. If Managing a conflict of interest which arises in the context of a Related Party Transaction requires compliance with the principles in this Policy.
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11. Non-Compliance

- 11.1. If the Company does not obtain shareholder approval and the financial benefit does not fall within one of the exemptions, it will have committed an offence under section 209 of the Corporations Act.
 - 11.2. Officers of the Company involved in the contravention may have committed an offence if their involvement was dishonest.
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12. Disclosure

- 12.1. The Board of Directors will confirm any statement to be made in relation to any required disclosure.
 - 12.2. The approved Related Party Transaction will then need to be marked as a Related Party Transaction when it is recorded within the Register of Interests and tabled to the Board.
 - 12.3. The Company's financial statements must contain disclosures necessary to draw attention to the possibility that its financial position of profit or loss may have been affected by the existence of transactions with a Related Party and outstanding balances with such parties.
 - 12.4. The Company must disclose the nature of the Related Party relationship as well as information necessary for an understanding of the potential effect of the relationship on the financial statements. At a minimum, the disclosure shall include, but not limited to:
 - a) the value of the transaction(s);
 - b) the value of outstanding balance(s);
 - c) their terms and conditions, including whether they are secured, and the nature of consideration to be provided in settlement;
 - d) details of any guarantees given or received;
 - e) provisions for doubtful debts related to the amount of outstanding balances; and
 - f) the expense recognised during the period in respect of bad or doubtful debts due from Related Parties.
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13. Policy Review

- 13.1. This Policy will be reviewed by the Board at least once every two years or as may be required to ensure it is operating effectively. Any recommended changes must be approved by the

Board.

- 13.2. The Company Secretary is authorised to make administrative and non-material amendments to this Policy provided that any such amendments are notified to the Board or its delegated committee at or before its next meeting.
- 13.3. The Policy will be available on the Company's website within a reasonable time after such updates or amendments have been approved.

14. Annexure A – Factors to consider when determining whether a transaction is 'arm's length'

| FACTORS FOR CONSIDERATION | | YES | NO |
|---------------------------|--|-----|----|
| 1. | Is the transaction an Exempt Transaction ¹ ? | | |
| 2. | Are the terms of the overall transaction at least the same as those of any comparable transaction on an arm's length basis in similar circumstances? | | |
| 3. | Are there any other commercial options available to the Company? | | |
| 4. | Has any expert advice been received by the Company (including any professional advice or expert advice from appropriately qualified advisers)? | | |
| 5. | Are the terms of the proposed transaction fair and reasonable to the Company and on the same basis that would apply if the transaction did not involve a related party? | | |
| 6. | Are the terms of the proposed transaction on terms less favourable to the related party than arm's length? | | |
| 7. | Are there business reasons for the Company to enter into the proposed transaction? | | |
| 8. | Has the proposed transaction been properly documented and reviewed? | | |
| 9. | Did the Company follow robust protocols to ensure that conflicts of interest were appropriately managed in negotiating and structuring the transaction, particularly with regard to any unique or unusual terms/content? | | |
| 10. | Will the transaction on those terms have an impact on the financial position and performance of the Company and non-associated members? | | |

If after due consideration is given to each of the above factors and it is not clear whether the potential transaction is on arm's length terms, then external independent advice from appropriately qualified advisers should be sought, after which shareholders' approval may need to be sought.

Note ¹ Exempt transactions

Transactions that are normally considered exempt transactions are as follows:

- a) reasonable remuneration of an officer, such as the managing director (but this does not include director fees which are set by the Company shareholders at a general meeting);
- b) reimbursement of Directors' reasonable expenses incurred in performing Director duties;
- c) payment of indemnities exemptions insurance premiums and legal expenses incurred in performing Director duties;
- d) transactions in the ordinary course of business that do not exceed \$5,000 in any financial year;

- e) the benefit is given to the Director in their capacity as a shareholder of the Company and the benefit does not discriminate unfairly against other shareholders of the Company; and
- f) the benefit is given as a result of a Court Order.

ANY EXEMPT TRANSACTION MUST BE CONSISTENT WITH THE EXCEPTIONS SET OUT IN THE CORPORATIONS ACT AND THE ASX LISTING RULES