



SUBSCRIPTION AGREEMENT

MEDISTAYS AUST PTY LTD

ACN: 632 266 267

CONTENTS

Parties	3
Background	3
Operative provisions	3
1. Definitions	3
2. COMPLETION AND SUBSCRIPTION	6
2.1 Issue of Subscription Shares	6
2.2 Issue free from encumbrances	6
2.3 Conditions Precedent	6
2.4 Investor obligations at Completion	6
2.5 Other Company obligations after Completion	6
2.6 Time for Completion	6
2.7 Simultaneous obligations for Completion	6
2.8 Title and risk	7
2.9 Failure to complete	7
3. WARRANTIES	7
3.1 Warranties by the Warrantor	7
3.2 Knowledge	7
3.3 Limitations	7
3.4 Maximum aggregate liability for Claims	7
3.5 Investor Warranties	7
4. DEFAULT AND TERMINATION	8
4.1 Termination	8
4.2 Effect of Termination	8
5. GST	8
5.1 Interpretation	8
5.2 GST gross up	8
5.3 Reimbursements	8
5.4 Tax invoice	8
6. NOTICES	8
7. GENERAL	8
7.1 Alterations	8
7.2 Assignment	9
7.3 Costs	9
7.4 Stamp duty	9

7.5	Survival	9
7.6	Counterparts	9
7.7	No merger	9
7.8	Entire Agreement	9
7.9	Further action	9
7.10	Severability	9
7.11	Waiver	9
7.12	Relationship	10
7.13	Party Rights	10
7.14	Confidentiality	10
7.15	Governing law and jurisdiction	10
Signing		18

SCHEDULES

Schedule 1.	Particulars of the Company	11
Schedule 2.	Investors and Subscription Details	12
Schedule 3.	Capitalisation Table	15
Schedule 4.	Company Warranties	16
Schedule 5.	Investor Warranties	17

SUBSCRIPTION AGREEMENT

PARTIES

MediStays Aust Pty Ltd
ACN 632 266 267
Suite 13, Level 4, 150 Albert Road, South Melbourne, VIC 3205
("Company")

and

the parties listed in Schedule 2 (each an "Investor")

BACKGROUND

- A. The Company is a company limited by shares, particulars of which are set out in Schedule 1.
- B. The Investors wish to invest in the Company by subscribing for the Subscription Shares in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

The Parties agree that the following provisions will bind them and their administrators, executors and assignees.

1. Definitions

In this agreement:

Agreement	means this subscription agreement.
Bank Account	means the Company's bank account set out below or another bank account nominated by the Company by written notice to the other parties: Bank: ANZ Account name: MediStays Aust Pty Ltd BSB: 013412 Account number: 427579111
Business	means the business conducted by the Company, including but not limited to the provision and management of the website, www.medistays.com.au , that facilitates access to clients to list property, and for guests to book accommodation that is close to hospitals, and includes any alteration or addition to that business approved by the directors of the Company.
Business Day	means a day that is not Saturday, Sundays, bank holiday or public holidays in Victoria, Australia.

Claim	means any allegation, debt, cause of action, liability, claim, expense, cost, loss, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at Law, in equity, under statute or otherwise.
Company Warranties	means the representations and warranties set out in Schedule 4.
Completion	means completion of the issue and allotment of the Subscription Shares in accordance with this Agreement.
Completion Date	means the later of: <ul style="list-style-type: none"> (a) 25 June 2021; and (b) the date that is three (3) Business Days after the day on which all of the conditions precedent set out in clause 2.3 are either satisfied or waived by the Investors.
Constitution	refers to the Constitution of the Company.
Continuing Clauses	means clauses of this Agreement that survive termination or expiry of this Agreement.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Duty	means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of them but excludes any Tax.
Encumbrance	means: <ul style="list-style-type: none"> (a) a 'security interest' as defined in the <i>Personal Property Securities Act 2009</i> (Cth); (b) any third party rights or interests including a mortgage, lien, charge, pledge, assignment by way of security, security interest, encumbrance, title retention, preferential right or trust arrangement, Claim, covenant, easement or any other security arrangement or any other arrangement having the same effect; (c) a right, interest or arrangement which has the effect of giving another person priority over creditors including any right of set-off; (d) a right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or (e) an agreement to create any, or allow any of the forgoing to exist.
Government Agency	means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.
GST	has the meaning given in the GST Law.

GST Law	has the meaning given in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Intellectual Property Rights	means all intellectual property rights whether now existing or created after the Completion Date including copyright and neighbouring rights, registered and unregistered trade and service marks, business and domain names, all rights in relation to inventions (including patents and patent applications), designs, plant varieties, circuit layouts, confidential information, trade secrets, know how, research data, recipes, formulae, discoveries and any other intangible proprietary rights whether registered or not arising from any intellectual or economic activity.
Investment Round	means the equity capital raise by the Company under this Subscription Agreement.
Investor Warranties	means the representations and warranties set out in Schedule 5.
Law	includes: <ul style="list-style-type: none"> (a) any statute, regulation, rule, by-law, ordinance, proclamation, judgement, treaty, decree, convention, rule or principle of common law or equity, rule of any applicable stock exchange, or requirement or approval (including any Government Agency); (b) any regulation, rule, by-law, ordinance, proclamation or judgement made under that law; and (c) that law as amended, consolidated, supplemented, re-enacted or replaced.
Ordinary Share	means fully paid ordinary shares in the capital of the Company.
Share	means a fully paid share in the capital of the Company.
Shareholder	means a holder of Shares.
Shareholders Agreement	means the Shareholders Agreement between the Company and its Shareholders, which will be entered into at Completion.
Subscription Amount	means, in respect of each investor, the amount to be paid for the Subscription Shares as set out against that Investor's name in Schedule 2.
Subscription Shares	means, in respect of each Investor, the Ordinary Shares to be subscribed for, as set out against that Investor's name in Schedule 2.
Tax	means any tax, levy, charge, impost, fee, deduction, GST or withholding tax that is assessed, levied, imposed or collected by any Government Agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of, any of the above but excludes Duty.
Tax Law	means any applicable legislation or regulation relating to Tax.
Warrantor	means the Company.

2. COMPLETION AND SUBSCRIPTION

2.1 Issue of Subscription Shares

Subject to the terms of this Agreement, the Company must, on the day the Subscription Amount is received in accordance with clause 2.4, issue to each Investor their Subscription Shares.

2.2 Issue free from encumbrances

The Subscription Shares are issued free from all Encumbrances and together with all rights attaching to them.

2.3 Conditions Precedent

On or before Completion:

- (a) the Company must deliver to each Investor copies of the Shareholders Agreement to be executed by all current Shareholders and the Investors;
- (b) each Investor must deliver to the Company a copy of the Shareholder Agreement executed by the Investor; and
- (c) the Company must procure the passing of all such resolutions:
 - (i) of the Shareholders as are necessary to confirm that existing Shareholders waive all of their rights of pre-emption which they may have (whether under the Shareholders Agreement, Constitution or otherwise) in respect of the allotment and issue to the Investors of the Subscription Shares; and
 - (ii) resolving that the issue of the Subscription Shares will be issued.

2.4 Investor obligations at Completion

On the Completion Date, each Investor must pay the relevant Subscription Amount for the Subscription Shares into the Bank Account in cleared funds.

2.5 Other Company obligations after Completion

- (a) Within 2 Business Days after the issue of Subscription Shares, the Company must enter the Investors in the members register of the Company as the holders of the Subscription Shares issued to them.
- (b) Within 10 Business Days after the issue of Subscription Shares, the Company must:
 - (i) provide each Investor with a share certificate in respect of the Subscription Shares; and
 - (ii) provide all relevant notices confirming the issue of the Subscription Shares to the Australian Securities and Investments Commission.

2.6 Time for Completion

Completion must take place at on the Completion Date or such other time as the parties may agree, in writing.

2.7 Simultaneous obligations for Completion

All actions required to be performed by the parties at Completion are interdependent and are taken to have occurred simultaneously after the last action required at Completion has been completed.

2.8 Title and risk

Title to and risk in the Subscription Shares passes to the Investor immediately following Completion.

2.9 Failure to complete

Completion will not occur unless all of the obligations of the Company and the Investors at Completion are satisfied. If Completion does not occur on the dates contemplated by this Agreement, then the Company may elect to either:

- (a) extend the deadline for Completion by mutual agreement of the parties in writing; or
- (b) terminate this Agreement by written notice to the other parties.

3. WARRANTIES

3.1 Warranties by the Warrantor

- (a) The Warrantor represents and warrants to each Investor that each Company Warranty is true, accurate and correct and not misleading on the date of this Agreement and at the Completion Date.
- (b) The Warrantor acknowledges that each Investor has entered into this Agreement on the basis of, and in full reliance on, the Company Warranties.
- (c) Each Company Warranty must be interpreted independently and is not limited by reference to another Company Warranty.

3.2 Knowledge

A reference in this Agreement to the Warrantor's awareness, knowledge, information or belief is a reference to the actual awareness, knowledge or belief the Warrantor would have had after making due and careful enquiry.

3.3 Limitations

- (a) The Warrantor is not liable to any Investor for any claim for a breach of a Company Warranty to the extent that the Claim is based on any fact, matter or circumstance fully and fairly disclosed, or expressly provided for, including in this Agreement.
- (b) The Warrantor has no liability relating to or arising out of a breach of a Company Warranty unless an Investor has given written notice of the Claim relating to, or arising out of, the breach of the Company Warranty to the Warrantor within 18 months after the Completion Date.

3.4 Maximum aggregate liability for Claims

The maximum aggregate liability of the Warrantor as a result of all Claims made by an Investor in relation to a breach of a Company Warranty under this Agreement or otherwise, is an amount equal to the Investor's Subscription Amount.

3.5 Investor Warranties

- (a) Each Investor represents and warrants to the Company that the Investor Warranties are true on the date of this Agreement and on the Completion Date.
- (b) Each Investor acknowledges that the Company has entered into this Agreement in reliance on the Investor Warranties.

4. DEFAULT AND TERMINATION

4.1 Termination

If a party has a right to terminate this Agreement, that right may be exercised by delivering a notice in writing to the other parties stating that it terminates this Agreement and providing reasons. Termination will be effective on receipt of such notice.

4.2 Effect of Termination

Termination of this Agreement will not affect:

- (a) any other rights the parties have against one another at Law or in equity;
- (b) the Continuing Clauses, which survive termination or expiry of this Agreement; or
- (c) a right, interest or Claim which arises or accrues before termination of this Agreement.

5. GST

5.1 Interpretation

In this clause, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

5.2 GST gross up

If a supply made by one party in connection with this Agreement is a taxable supply, the consideration payable or to be provided for that supply but for the application of this clause (“**GST exclusive consideration**”) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

5.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 5.2.

5.4 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this Agreement until it receives a tax invoice for the supply to which the payment relates.

6. NOTICES

All notices required to be given under this Agreement must be in writing and in English and will be deemed to have been received:

- (a) if hand-delivered, at the time it is given;
- (b) if sent by prepaid post:
 - (i) within Australia, on the third Business Day after posting; or
 - (ii) to or from a place outside of Australia, on the seventh Business Day after posting; or
- (c) if transmitted by e-mail, then on transmission.

7. GENERAL

7.1 Alterations

This Agreement may only be altered in writing, signed by each party.

7.2 Assignment

- (a) The Investor may only assign this Agreement or a right under this Agreement with the prior written consent of the Company (which will not be unreasonably withheld).
- (b) The Company may only assign this Agreement or a right under this Agreement with the prior written consent of each other party (which will not be unreasonably withheld).

7.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this Agreement unless otherwise agreed, in writing.

7.4 Stamp duty

Any Duty in connection with this Agreement or any transaction contemplated by this Agreement must be paid by the relevant Investor.

7.5 Survival

Any obligation of confidence under this Agreement is independent and survives termination of this Agreement. Clauses 2, 4 and 5 as well as any other term by its nature intended to survive termination of this Agreement, each survive termination of this Agreement.

7.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. It is agreed that this Agreement may be executed electronically, and an electronic copy of a digital scan, of same (where such email address has been notified by a party to the other party for these purposes) will serve as a legal and binding contract with the same force and effect as the original.

7.7 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

7.8 Entire Agreement

This Agreement, the Shareholders Agreement and all documents referred to in those documents, constitutes the entire Agreement between the parties and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

7.9 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transactions contemplated by it.

7.10 Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms of this Agreement continue in force.

7.11 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

7.12 Relationship

Except where this Agreement expressly states otherwise, it does not create a relationship of employment, agency or partnership between the parties.

7.13 Party Rights

- (a) Each party's rights, powers and remedies in connection with this Agreement are held, and may be enforced and exercised, severally and independently of any other party.
- (b) Each party's obligations and liabilities in connection with this Agreement are several and independent from any other party's obligations and liabilities.

7.14 Confidentiality

A party may only use confidential information of another party for the purposes of this Agreement, and must keep the existence and the terms of this Agreement and any confidential information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this Agreement) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body;
- (c) disclosure is made to a person who must know for the purposes of this Agreement on the basis that the person keeps the information confidential; or
- (d) the party to whom in the information relates has given prior written consent.

7.15 Governing law and jurisdiction

This Agreement is governed by the laws of Victoria, Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

Schedule 1. Particulars of the Company

ACN:	632 266 267
Registered Office:	Suite 13, Level 4, 150 Albert Road, South Melbourne, VIC 3025
Place of incorporation:	Victoria, Australia
Directors:	Sarah Jane Everitt Craig John Everitt
Secretary:	Sarah Jane Everitt
Issued capital:	10,000

Fully diluted capitalisation table before Completion:

Shareholder	Total Number of Shares	Share Class	Fully Diluted Holding (%)
Sarah Everitt	5,000	Ordinary	50%
Craig Everitt	5,000	Ordinary	50%
TOTAL:	10,000	N/A	100%

Schedule 2. Investors and Subscription Details

Investor	Subscription Amount	Subscription Shares	Price per Share
<p>Subscriber Wendy Fergie as trustee for the Fergs Superannuation Fund</p> <p>Address: 3 Seisman Place, Port Melbourne, VIC, 3206</p> <p>Contact Person: Wendy Fergie</p> <p>Email: wafergie11@gmail.com</p> <p>("Fergs Super Fund")</p>	\$45,000	225 Ordinary Shares in the Company	\$200
<p>Subscriber: Aurelius Investments Pty Ltd ATF Gray Family Trust</p> <p>Address: 31 Dorrington Avenue, Glen Iris, VIC, 3146</p> <p>Contact Person: Chris Gray</p> <p>Email: chris@49agnes.com.au</p> <p>("Gray Family Trust")</p>	\$50,000	250 Ordinary Shares in the Company	\$200
<p>Subscriber: Iris Nominees Pty Ltd ACN 160 801 758 as trustee for the BAS Superannuation Fund</p> <p>Address: 159 Ashburn Grove, Ashburton, VIC 3147</p> <p>Contact Person: Brad Gurrie</p> <p>Email: bradgurrie@yahoo.com</p> <p>("BAS Superannuation Fund")</p>	\$10,000	50 Ordinary Shares in the Company	\$200
<p>Subscriber: Anita Grindlay as trustee for Just Imagine Super Fund</p> <p>Address: PO Box 1, Balwyn North, Vic 3104</p> <p>Contact Person: Robert Whan & Anita Grindlay</p> <p>Email: anita.grindlay@eqhealth.com.au</p> <p>("Just Imagine Super Fund")</p>	\$20,000	100 Ordinary Shares in the Company	\$200

<p>Subscriber: Kerry Ashbrook as trustee for Ashbrook Happy Days Super Fund</p> <p>Address: 1 Weeroona Street, Port Melbourne, VIC 3207</p> <p>Contact Person: Kerry Ashbrook</p> <p>Email: kerry.ashbrook@lifecycleyouchoose.com.au</p> <p>("Ashbrook Happy Days Super Fund")</p>	\$25,000	125 Ordinary Shares in the Company	\$200
<p>Subscriber: Sally Weston</p> <p>Address: 18 Docker Street, Wangaratta VIC 3677</p> <p>Contact Person: Sally Weston</p> <p>Email: firbank7@hotmail.com</p> <p>("Sally Weston")</p>	\$10,000	50 Ordinary Shares in the Company	\$200
<p>Subscriber: Lawrence David Weston</p> <p>Address: 18 Docker Street, Wangaratta VIC 3677</p> <p>Contact Person: Laurie Weston</p> <p>Email: firbank7@hotmail.com</p> <p>("Laurie Weston")</p>	\$10,000	50 Ordinary Shares in the Company	\$200
<p>Subscriber: Darren Everitt and Mark Sinnott</p> <p>Address: PO Box 6071 Point Cook VIC 3030</p> <p>Contact Person: Darren Everitt and Mark Sinnott</p> <p>Email: darren.everitt@melbournefreelance.com</p> <p>("Darren Everitt and Mark Sinnott ")</p>	\$50,000	250 Ordinary Shares in the Company	\$200
<p>Subscriber: Colin and Fiona Pattison</p> <p>Address: 96 Malibu Blvd. Point Cook 3030</p> <p>Contact Person: Fiona and Colin Patterson</p> <p>Email: flynnch76@gmail.com</p> <p>("Colin and Fiona")</p>	\$10,000	50 Ordinary Shares in the Company	\$200

<p>Subscriber: Cerebral Palsy Alliance ABN 45 000 062 288</p> <p>Address: 187 Allambie Rd, Allambie Heights NSW 2100</p> <p>Contact Person: Peter Horsley</p> <p>Email: pete.horsley@remarkable.org.au</p> <p>("Cerebral Palsy Alliance")</p>	\$35,000	175 Ordinary Shares in the Company	\$200
<p>Subscriber: Digital Creators Pty Ltd ACN 611 909 730</p> <p>Address: 17 Laird Drive, Avoca Beach, NSW 2251</p> <p>Contact Person: Ben Reid</p> <p>Email: ben@digitalcreators.com.au</p> <p>("Digital Creators")</p>	\$25,000	125 Ordinary Shares in the Company	\$200
<p>Subscriber: Glinan Pty Ltd ACN 650 261 466 as trustee for Glinan Trust</p> <p>Address: 411/191 Powlett Street, East Melbourne, VIC, 3002</p> <p>Contact Person: Nan Yu</p> <p>Email: nan.y8869@gmail.com</p> <p>("Nan Yu")</p>	\$10,000	50 Ordinary Shares in the Company	\$200
<p>Subscriber: Sprint VC Fiducial Pty Ltd T/A Sprint Ventures Investment Fund Number 1 ACN 635 249 482</p> <p>Address: Level 9, 123 Albert Street, Brisbane, QLD, 4000</p> <p>Contact Person: Llew Jury</p> <p>Email: llew@sprint.vc</p> <p>("Sprint VC Fiducial Pty Ltd T/A Sprint Ventures Investment Fund Number 1")</p>	\$50,000	250 Ordinary Shares in the Company	\$200

Schedule 3. Capitalisation Table

Fully diluted capitalisation table after Completion:

Shareholder	Total Number of Shares / Options	Share Class	Fully Diluted Holding (%)
Sarah Everitt	5,000	Ordinary	42.55%
Craig Everitt	5,000	Ordinary	42.55%
Fergs Superannuation Fund	225	Ordinary	1.91%
Aurelius Investments Pty Ltd ATF Gray Family Trust	250	Ordinary	2.13%
Iris Nominees Pty Ltd as trustee for the BAS Superannuation Fund	50	Ordinary	0.43%
Just Imagine Super Fund	100	Ordinary	0.85%
Ashbrook Happy Days Super Fund	125	Ordinary	1.06%
Sally Weston	50	Ordinary	0.43%
Laurie Weston	50	Ordinary	0.43%
Darren Everitt and Mark Sinnott	250	Ordinary	2.13%
Colin and Fiona Pattison	50	Ordinary	0.43%
Cerebral Palsy Alliance	175	Ordinary	1.49%
Digital Creators Pty Ltd	125	Ordinary	1.06%
Glinan Pty Ltd as trustee for Glinan Trust	50	Ordinary	0.43%
Sprint VC Fiducial Pty Ltd T/A Sprint Ventures Investment Fund Number 1	250	Ordinary	2.13%
TOTAL:	11,750	N/A	100.00%

Schedule 4. Company Warranties

1. Shares

- a. There is no restriction on the ability of the Company to issue the Subscription Shares that has not been validly waived.
- b. The Investor will acquire at Completion:
 - i. the full legal and beneficial ownership of the relevant Subscription Shares free and clear of all Encumbrances;
 - ii. the relevant Subscription Shares free of competing rights, including pre-emptive rights or rights of first refusal, other than under the Shareholders Agreement; and
 - iii. fully paid Shares that have no further money owing.
- c. On Completion, there will be no Shares in the Company or other securities (including options) of the Company on issue apart from those set out in the table in **Error! Reference source not found..**
- d. Immediately after Completion, the issued capital of the Company will be as tabled in **Error! Reference source not found..**
- e. The Company does not legally or beneficially hold or own shares or other securities in any other company or entity, other than its subsidiaries.

2. Authority of Company

- a. The Company and the directors of the Company have taken all necessary action to authorise the signing, delivery and performance of this Agreement and the documents required under this Agreement in accordance with their respective terms.
- b. The Company has power to enter into this Agreement and perform its obligations under it and can do so without the consent of any other person.
- c. The Company's obligations under this Agreement are valid and binding and enforceable against it.

3. Accuracy of information

- a. Any information given by or on behalf of the Company or their officers, employees, consultants or advisers to the Investor in respect of the Company, the Subscription Shares and the Business (including electronic documents, email correspondence and information supplied) are:
 - b. true and accurate in all material respects; and
 - c. complete and not misleading whether by omission, failure to particularise or otherwise.

4. Intellectual Property Rights

- a. As at the Completion Date, all Intellectual Property Rights used in the Business are legally and beneficially owned or licensed to the Company.

5. Laws

- a. The Company has materially complied with all applicable laws.

Schedule 5. Investor Warranties

1. General

- a. The Investor has the power and capacity, including financial capacity, to enter into and perform its obligations under this Agreement.
- b. The Investor has taken all necessary action to authorise the signing, delivery, and performance of this Agreement and the documents required under this Agreement in accordance with their respective terms.
- c. The Investor understands, acknowledges and agrees that this Agreement will impose valid and binding obligations which are legally enforceable.

SIGNING

Executed as an Agreement

COMPANY

EXECUTED by **MediStays Aust Pty Ltd**
ACN 632 266 267 in accordance with
section 127 of the *Corporations Act 2001*
(Cth):




Signature of director

Craig Everitt

Name of director (print)

10/06/2021

Date



Signature of director / secretary
(delete as applicable)

Sarah Everitt

Name of director / secretary (print)

10/06/2021

Date

FOUNDERS

EXECUTED by **Sarah Everitt** in the
presence of:




Signature of witness

Amber Lucy

Name of witness (print)

10/06/2021

Date



Signature


Sarah Everitt

Name (print)

10/06/2021

Date

EXECUTED by **Craig Everitt** in the
presence of:

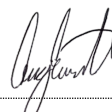


Signature of witness
Amber Lucy

Name of witness (print)

10/06/2021

Date



Signature
Craig Everitt

Name (print)

10/06/2021

Date

INVESTORS

EXECUTED by **Wendy Fergie as trustee for the Fergs Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of witness

Name of witness (print)

Date

Signature

Wendy Fergie

Name (print)

Date

EXECUTED by **Aurelius Investments Pty Ltd ACN 160 801 758 as trustee for the Gray Family Trust** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director / witness
(delete as applicable)

Name (print)

Date

Signature of director / secretary
(delete as applicable)

Chris Gray

Name of director / secretary (print)

Date

EXECUTED by Iris Nominees Pty Ltd ACN 160 801 758 as trustee for the BAS Superannuation Fund in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director / witness
(delete as applicable)

Name (print)

Date

Signature of director / secretary
(delete as applicable)

Brad Gurrie

Name of director / secretary (print)

Date

EXECUTED by Anita Grindlay as trustee for Just Imagine Super Fund in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of witness

Name of witness (print)

Date

Signature

Anita Grindlay

Name (print)

Date

EXECUTED by Kerry Ashbrook as trustee for Ashbrook Happy Days Super Fund in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of witness

Name of witness (print)

Date

Signature

Kerry Ashbrook

Name (print)

Date

EXECUTED by Cerebral Palsy Alliance
ABN 45 000 062 288 in accordance with
 section 127 of the *Corporations Act 2001*
 (Cth):

 Signature of director / witness
 (delete as applicable)

 Name (print)

 Date

 Signature of director / secretary
 (delete as applicable)

 Peter Horsley

 Name of director / secretary (print)

 Date

EXECUTED by Digital Creators Pty Ltd
ACN 611 909 730 in accordance with
 section 127 of the *Corporations Act 2001*
 (Cth):

 Signature of director / witness
 (delete as applicable)

 Name (print)

 Date

 Signature of director / secretary
 (delete as applicable)

 Ben Reid

 Name of director / secretary (print)

 Date

EXECUTED by Glinan Pty Ltd ACN 650
261 466 as trustee for Glinan Trust in
 accordance with section 127 of the
Corporations Act 2001 (Cth):

 Signature of director / witness
 (delete as applicable)

 Name (print)

 Date

 Signature of director / secretary
 (delete as applicable)

 Nan Yu

 Name of director / secretary (print)

 Date

EXECUTED by **Sprint VC Fiducial Pty Ltd**
T/A Sprint Ventures Investment Fund
Number 1 ACN 635 249 482 in accordance
with section 127 of the *Corporations Act*
2001 (Cth):

Signature of director / witness
(delete as applicable)

Signature of director / secretary
(delete as applicable)

Name (print)

Name of director / secretary (print)

Date

Date

EXECUTED by **Sally Weston** in the
presence of:

Signature of witness

Name of witness (print)

Date

Signature

Sally Weston

Name (print)

Date

EXECUTED by **Lawrence David Weston** in
the presence of:

Signature of witness

Name of witness (print)

Date

Signature

Lawrence Weston

Name (print)

Date

EXECUTED by **Mark Sinnott** in the
presence of:

Signature of witness

Name of witness (print)

Date

Signature

Mark Sinnott

Name (print)

Date

EXECUTED by **Darren Everitt** in the
presence of:

Signature of witness

Name of witness (print)

Date

Signature

Darren Everitt

Name (print)

Date

EXECUTED by **Colin Pattison** in the presence:

Signature of witness

Name of witness (print)

Date

Signature

Colin Pattison

Name (print)

Date

EXECUTED by **Fiona Pattison** in the presence:

Signature of witness

Name of witness (print)

Date

Signature

Fiona Pattison

Name (print)

Date