



SHAREHOLDERS AGREEMENT

Medistays Aust Pty Ltd

ACN: 632 266 267

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SHAREHOLDERS AGREEMENT

PARTIES

Medistays Aust Pty Ltd
ACN 632 266 267
Suite 13, Level 4, 150 Albert Road, South Melbourne VIC 3025
("**Company**")

and

Sarah Everitt
157 Danks Street, Albert Park VIC 3206
("**Founder 1**")

and

Craig Everitt
157 Danks Street, Albert Park VIC 3206
("**Founder 2**")

(Founder 1 and 2 are collectively the "**Founders**")

and

the parties listed in Part B of Schedule 2 (each an "**Investor**" and collectively the "**Investor Group**")
(Founder 1, Founder 2 and the Investor Group are collectively the "**Shareholders**").

BACKGROUND

- A. The Company is a proprietary company that was incorporated on 14 March 2019.
- B. The Company carries on the Business.
- C. The Shareholders are the sole shareholders in the Company, and they hold their respective Shares and entitlements in the Company in the proportions set out in Schedule 1 of this Agreement.
- D. The Shareholders wish to enter into this Agreement to record their respective rights and obligations as Shareholders and to set out the arrangement for the operation and management of the Company.

OPERATIVE PROVISIONS

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

1. Definitions

In this agreement:

Affiliate	means, in relation to a person or entity (first-mentioned person): <ol style="list-style-type: none"> 1. a person that Controls or is Controlled by the first-mentioned person; and 2. a Related Body Corporate of the first-mentioned person.
Agreement	means this shareholders agreement.
Board or Directors	means the Directors of the Company.
Board Meeting	means a meeting of Directors as defined in clause 8.1(a).
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 health and medical accommodation services, and includes any alteration or addition to that business approved by the Board.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Victoria.
Change of Control	means, in relation to a Shareholder, the person who Controls the Shareholder at the date when they first became a Shareholder subsequently stops having Control.
Clause	means a clause of this Agreement, unless otherwise specified.
Commencement Date	means the date of this Agreement.
Confidential Information	means all information relating to the Company and the Business in whatever form and includes, without limitation, any trade secret, process, formula, idea, concept or any information relating to the affairs, accounts work, marketing plan, development plan, financial plan, sales plan, prospect, research, development, strategy, management, financing, product, invention, design, process and any database, data survey, specification, drawing, record, report, software or other document, concerning the Company or Business or any of its customers or suppliers, except information lawfully in the public domain (other than as a result of a breach of any duty of confidentiality).
Constitution	means the constitution of the Company.
Control	has the same meaning given to it in section 50AA of the Corporations Act.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).

Director	means a person appointed or elected to the office of director of the Company in accordance with the Constitution and in accordance with this Agreement.
Dispose	includes, in relation to Shares, to enter into a transaction in relation to Shares (or any interest in Shares), which results in a person other than the legal and beneficial holder of the Shares: <ol style="list-style-type: none"> 1. acquiring the Shares; 2. acquiring any equitable interest in the Shares, including an interest in a trust, sale and purchase, option or charge; 3. acquiring any right to receive any dividend or distribution payable in respect of the Shares; 4. acquiring any rights of pre-emption, first refusal control over the disposal of the Shares; or 5. acquiring any rights of control over the voting rights or rights to appoint Directors attaching to the Shares.
Employee Share Scheme	is defined in clause 10.
Engagement Date	means the date a Shareholder begins providing services to the Company.
Excluded Issue	means: <ol style="list-style-type: none"> 6. an issue of Shares expressly for the purpose of an Employee Share Scheme; 7. Shares issued in connection with share splits or the issue of dividends which is approved by the Board; 8. Shares issued as part of an IPO which is approved by the Board; 9. Shares constituting all or part of the consideration for a bona-fide acquisition of assets or shares by the Company, which is approved by the Board; or 10. any other reorganisation, reclassification or reconstruction of the Company's capital where the Company neither pays nor receives cash.
Expert	means an independent expert, that is to be appointed: <ol style="list-style-type: none"> 1. by mutual agreement of the Parties; or 2. if no agreement is reached by the Parties within 14 days, the Expert will be a person nominated by Resolution Institute who accepts appointment as Expert
Founder	means each party listed as a " Founder " in the particulars of this Agreement and together the " Founders "
Independent Decision Maker	means a suitably qualified dispute resolution professional appointed by a representative of the Resolution Institute, unless the Shareholders unanimously agree to appoint a different person to be the Independent Decision Maker.
Intellectual Property Rights	means all present and future intellectual property rights throughout the world of whatever nature (whether or not registered or registrable),

including, but not limited to, all technical information, know-how, copyright, trade marks, designs, patents, domain names, business names, logos, drawings, trade secrets, other proprietary rights, or any rights to registration of such rights.

IPO	means an initial public offering of Shares in conjunction with a listing or quotation of shares on a recognised stock exchange.
Investor	means each party listed as an Investor in Part B in Schedule 2.
Key Duties	of a Shareholder are the duties listed in Part A in Schedule 2 in relation to that Shareholder, as applicable.
Key Person	means, if applicable, a person who works in the Business as a Shareholder's representative as listed in Schedule 2.
Major Decision of Shareholders	as defined in clause 7.4 and Schedule 4.
Major Decision of the Board	as defined in clause 7.4 and Schedule 4.
Market Value	of Shares means the value of Shares as determined in accordance with clause 18.2 (for Incapacitated Shareholder's Shares).
Parties or Party	means the parties to this Agreement.
Permanent Incapacity	means where a person passes away or is unable to resume duties after six (6) months due to any condition, injury or illness, mental or physical, that causes the person to be permanently incapacitated.
Related Bodies Corporate	has the same meaning given to it in section 50 of the Corporations Act.
Shareholder	means a party that owns Shares, which at the Commencement Date are set out in Schedule 1.
Shareholder Meeting	is defined in clause 8.2(a).
Shares	means any shares in the Company including Vested Shares and Unvested Shares, and any other class of shares issued by the Company from time to time as applicable.
Share Capital	means all of the Shares on issue.
Share Plan	is defined in clause 10.
Third Party Purchaser	means a bona fide third party that wishes to purchase a portion, or all, of the Share Capital (as applicable).

2. Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice-versa;
- (b) headings are for convenience only, and do not affect interpretation;
- (c) a reference to "\$", "A\$" or "dollar" is a reference to Australian currency;

- (d) the words “including”, “for example”, “such as” or other similar expressions (in any form) are not words of limitation; and
- (e) a reference to:
 - (i) a party includes its administrators, successors, substitutes by novation and assigns;
 - (ii) a person includes a body incorporated or unincorporated, partnership or any legal entity; and
 - (iii) any legislation or to any provision of any legislation includes variations, consolidations or replacements of that legislation and includes all regulations and other instruments issued under that legislation.

3. Amendment

The terms of this Agreement cannot be altered or changed without the prior written consent of the Shareholders.

4. Inconsistency

To the extent that there is an inconsistency between the Constitution and this Agreement, the relevant terms in this Agreement will prevail.

5. Shareholder Benefits

A Shareholder may enjoy full rights to Shares under this Agreement where the Shares are fully paid shares at the time of exercising such rights.

6. Term and Termination

This Agreement commences on the Commencement Date and ends:

- (a) by mutual written agreement of the Shareholders;
- (b) if all of the Shares are transferred to a single Shareholder;
- (c) on an IPO;
- (d) if the Company is liquidated; or
- (e) if an Agreement to sell all of the Shares is completed.

7. Management of Company

7.1 Administration and Management

Subject to clauses 7.3 and 7.4 and except as otherwise specified in this Agreement or the Corporations Act, all decisions relating to the day-to-day administration and management of the Company and the Business will be made by a simple majority (51%) of the Board (on the basis that each Director participating in the Board Meeting and entitled to vote at the Board Meeting has one vote).

7.2 Deadlock Mechanism

- (a) A Board deadlock arises if in considering a resolution requiring a simple majority (51%) vote, an equal number of votes are cast for and against the resolution and all of the following apply:
 - (i) the resolution concerns a fundamental matter about the operation of the Business or the Company;

- (ii) the failure to agree may materially adversely affect the successful operation of the Business; and
 - (iii) the Board cannot resolve the disagreement within 30 days of it first arising.
- (b) If a Board deadlock arises, any Director may require that the resolution is put to the Independent Decision Maker for resolution and the Directors must adopt the resolution of the Independent Decision Maker.

7.3 Major Decisions requiring Board approval

The decisions listed in Schedule 3 relating to the administration and management of the Company or the Business require a 66% majority vote of the Board (on the basis that each Director participating in the Board Meeting and entitled to vote at the Board Meeting has one vote) ("**Major Decision of the Board**").

7.4 Major Decisions requiring Shareholder approval

The decisions listed in Schedule 4 relating to the administration and management of the Company or the Business require a 75% majority vote of Shareholders (and each Shareholder is entitled to cast one vote for each Share owned by that Shareholder) ("**Major Decision of Shareholders**").

7.5 Appointment of Directors

- (a) Where the Investors hold 7.5% of the Shares in the Company (the "**Investor Group**"), the Investor Group will have the right to appoint (and remove) one (1) Director to the Board. Any appointment will be made by a vote of the Investor Group by ordinary resolution.
- (b) The Founders may each appoint one Director to the Board for so long as the Founder continues to hold Shares in the Company. To be clear, the unfettered right to appoint a Director vests separately for each Founder and shall continue for that Founder so long as they, or any Affiliate of the Founder, hold any Shares in the Company. At the date of this Agreement, each Founder has the right to appoint a Director.
- (c) The maximum number of Directors of the Company at any time (excluding alternate Directors) is five or such other number as decided by a Major Decision of Shareholders.

7.6 Removal of Directors

Each Founder and the Investor Group may remove and replace a Director appointed by it in accordance with clause 7.5, and if a Founder or Investor Group loses its right to appoint a Director, it must ensure that a Director appointed by it is immediately removed.

7.7 Incapacity – Replacement Director

Subject to clause 7.5:

- (a) if a Director becomes incapacitated, a temporary replacement may be appointed by the Board by simple majority of Directors present at the Board Meeting; and
- (b) if a Director becomes Permanently Incapacitated, a permanent Director may be appointed in accordance with clause 7.3 (Major Decision of the Board).

7.8 Company Records

The Board will:

- (a) keep and maintain books and records which satisfy the requirements of all relevant legislation and are prepared in accordance with generally accepted accounting standards; and

- (b) make all accounting books, records and supporting documents available for inspection by Shareholders who hold 40% or more of the Shares, at any reasonable time during usual business hours at the place where those books and records are kept.

7.9 Insurance

The Board will affect and maintain adequate insurance for the risks associated with the Business, including, but not limited to, insurance for each Director (to the extent permitted by law) against any liability incurred in their capacity as an officer of the Company.

8. Meetings

8.1 Board Meetings

- (a) A meeting of Directors must take place each quarter ("**Board Meeting**").
- (b) Board Meetings may be called in addition to those referred to in clause 8.1(a) by written request of any Director.
- (c) Except in the case of there being only one Director of the Company, no Board Meeting may proceed unless a quorum of at least two Directors is present at all times during the meeting.
- (d) At the start of each Board Meeting, the Directors may, by simple majority vote, appoint one of themselves to be the chairperson of the Board Meeting.
- (e) Subject to complying with this clause 8.1, the time, date and location of Board Meetings will be determined by the chairperson in consultation with the Board, or if there is no chairperson, by a simple majority vote of the Directors.
- (f) All Directors in the Company should be given reasonable written notice of Board Meetings (but in any event, no less than 2 Business Days' written notice before the Board Meeting) and are entitled to vote at such meetings.
- (g) Board Meetings may be conducted by phone, video conference or any other reasonable means.

8.2 Shareholder Meetings

- (a) Shareholders may call a meeting of the Shareholders from time to time, in accordance with the relevant provisions set out in the Constitution and the Corporations Act ("**Shareholder Meeting**").
- (b) No Shareholder Meeting may proceed unless one Founder is present at all times during the Shareholder Meeting.
- (c) The Shareholders should be given reasonable written notice of Shareholder Meetings (but in any event, no less than 21 days' written notice before the Shareholder Meeting).
- (d) Shareholders are entitled to vote at Shareholder Meetings in direct proportion to the number of Shares they hold.
- (e) Shareholder Meetings may be conducted by phone, video conference or any other reasonable means.

9. Reporting and Access to Information

9.1 Periodic Reporting

The Company will provide the Investors with information regarding the performance and operation of the business on a quarterly basis as agreed by the Company and the Investors from time to time.

10. Employee Share Scheme

The Shareholders agree that:

- (a) at any time, the Board may establish a formal written share plan ("**Share Plan**") to issue Shares to eligible service providers (whether Directors, employees, contractors or advisers) that results in the issue of a number of Shares of an amount up to 10% of the fully diluted Share Capital of the Company as at the date of this Agreement ("**Employee Share Scheme**"); and
- (b) the Share Plan will authorise the Directors to issue Shares under the Employee Share Scheme to eligible service providers (whether Directors, employees, contractors or advisers) in their absolute discretion.

11. Vesting

11.1 Shareholder Vesting

- (a) Neither of the Founders' issued shares are subject to vesting at the date of the Agreement.
- (b) Any Shares or interests issued pursuant to an Employee Share Scheme (ESS) or employee share option plan (ESOP), may be subject to a vesting schedule agreed between the Company and the relevant Shareholder in writing.
- (c) Any future Shares, including those held by future Shareholders may vest in accordance with a schedule agreed between them and the Company in writing.

12. Dividend Policy

The Board will determine the dividend policy of the Company and whether to declare a dividend in any financial year.

13. Permitted Disposals

13.1 Disposals to Affiliates

Subject to clauses 14.7(b) and 13.2 but despite any other provision of this Agreement a Shareholder may Dispose of any or all of its Shares to an Affiliate or an Affiliate of its Key Person with the prior written approval of the Founders which will not be unreasonably withheld unless there are commercial reasons to prevent the Disposal.

13.2 Ceasing to be an Affiliate

- (a) For the purposes of this clause 13, a person or entity who has received any Shares from a Shareholder under clause 13.1 is a "**New Holder**" and the original Shareholder who has transferred the Shares under clause 13.1 is the "**Original Holder**".
- (b) If a New Holder ceases to be an Affiliate of the Original Holder or an Affiliate of the Original Holder's Key Person:

- (i) all rights attaching to the Shares held by the New Holder will be suspended until the New Holder Disposes of the relevant Shares to an Affiliate of the Original Holder or an Affiliate of the Original Holder's Key Person; and
- (ii) any costs or taxes associated with the transfer will be borne by Original Holder and New Holder and not the Company.

14. Pre-emptive Rights (Transfers)

14.1 Compliance

No Shareholder may sell, Dispose of or deal with their Shares in the Company unless:

- (a) the shareholding, or part of it, is transferred or sold pursuant to this clause 14;
- (b) the shareholding, or part of it, is transferred or sold in a Permitted Disposal pursuant to clause 13;
- (c) one of the following applies:
 - (i) that Shareholder holds at least 75% of the Shares in the Company and there is a third party offer to purchase all of the Shares in the Company; or
 - (ii) Shareholders who together hold 75% of the Shares in the Company decide to accept a third party offer to purchase all of the Shares in the Company,
 then clause 16 applies; or
- (d) a Third Party Purchaser offers to purchase at least 50% of the Share Capital but less than 100% of Share Capital then clause 17 applies.

14.2 Offer to Other Shareholders

Subject to clause 14.1, any Shareholder who wants to Dispose of any or all of their shareholding in the Company ("**Seller**") must first offer their Shares to the other Shareholders in direct proportion to their shareholding in the Company.

14.3 Transfer Offer

The Seller's offer must:

- (a) be made in writing to the other Shareholder(s); and
- (b) specify the:
 - (i) number and class of Shares to be transferred ("**Sale Shares**");
 - (ii) purchase price, date and manner of payment; and
 - (iii) any other terms of the sale of the Sale Shares.

14.4 Acceptance of Offer

- (a) The Shareholder(s) to whom the offer has been made ("**Offerees**") will have 14 days (starting from the date they were provided with notification under clause 14.3) in which to:
 - (i) offer to purchase all or a specified number of Sale Shares at the purchase price; or
 - (ii) reject in full the offer made to it,
 - (iii) by giving written notice to the Seller (and the Board) ("**Sale Share Notice Date**").
- (b) Where such notice is not received by the Seller within this 14-day period, the Offeree will be deemed to have rejected the offer in full.

- (c) Where more than one Offeree wishes to purchase the Sale Shares, they will be allocated the lesser of:
 - (i) the number of Sale Shares the Offeree wished to subscribe for; and
 - (ii) the pro rata equivalent of Sale Shares based off that Offeree's shareholding in relation to the collective shareholding in the Company.

14.5 Excess Shares

- (a) Where any Offeree does not take up any or all of the Shares it is offered ("**Excess Shares**"), then the other Offerees may take up any of the Excess Shares. Where more than one Offeree wishes to purchase the Excess Shares, they will be allocated the lesser of:
 - (i) the number of Excess Shares the Offeree wished to subscribe for; and
 - (ii) the pro rata equivalent of Excess Shares based off that Offeree's shareholding in relation to the collective shareholding in the Company of the Offerees wishing to take up the Excess Shares.
- (b) There will be a further 5-day notice period in which Excess Shares may be taken up by the other Offerees ("**Excess Share Notice Date**").
- (c) The process set out in clause 14.5(a) will be repeated until all Sale Shares have been allocated.

14.6 Completion

- (a) If the Offerees agree to buy all Sale Shares, completion of the sale must occur within 7 days after the Sale Share Notice Date.
- (b) If any Offeree does not take up any or all of the initial Sale Shares it is offered, completion of the sale must occur within 7 days after the Excess Share Notice Date.

14.7 Transfer to Third Party

In the event the Shareholder(s) do not to purchase all of the Seller's Shares within the time periods specified in clause 14.6, the Seller may transfer the remaining Sale Shares to a bona fide third party on terms no more favourable than those offered by the Seller to the Offerees, provided that:

- (a) the sale is approved by simple majority of the Board (such approval may not be unreasonably withheld);
- (b) the third party agrees to enter into a binding Deed of Accession or a new Shareholders Agreement on these terms or terms reasonably acceptable to the other Shareholders; and
- (c) the transfer takes place within 90 days of the date of the Sale Share Notice Date or, if applicable, the Excess Share Notice Date.

15. Pre-emptive Rights (Issue)

15.1 Issue of Shares

Except in relation to Excluded Issues, the Company may only issue additional Shares in accordance with this clause 15.

15.2 Offer to other Shareholders

Except for an Excluded Issue, before issuing new Shares the Company must first offer each Shareholder any Shares to be issued in direct proportion to their shareholding in the Company (“**Issue Shares**”). Issue Shares will be offered to existing Shareholders by written notice, specifying:

- (a) the total number of Issue Shares;
- (b) the maximum number of Issue Shares available for subscription by that Shareholder;
- (c) the purchase price, date and manner of payment; and
- (d) any other terms of issue of the Issue Shares.

15.3 Acceptance of offer

- (a) The Shareholder(s) to whom the offer has been made (“**Offerees**”) will have 14 days (starting from the date they were provided with written notice under clause 15.2) in which to:
 - (i) offer to purchase all or a specified number of Issue Shares at the purchase price; or
 - (ii) reject in full the offer made to it,
 by giving written notice to the Board (“**Issue Shares Notice Date**”).
- (b) Where such notice is not received by the Board within this 14-day period, the Offeree will be deemed to have rejected the offer in full.

15.4 Excess Shares

- (a) Where any Offeree does not take up any or all of the Shares it is offered (“**Excess Shares**”), then the other Offerees may take up any of the Excess Shares. Where more than one Offeree wishes to purchase the Shares, they will be allocated the lesser of:
 - (i) the number of Excess Shares the Offeree wished to subscribe for; and
 - (ii) the pro rata equivalent of Excess Shares based off that Offeree’s shareholding in relation to the collective shareholding in the Company of the Offerees wishing to take up the Excess Shares.
- (b) There will be a further 5-day notice period in which Excess Shares may be taken up by the other Offerees (“**Excess Share Notice Date**”).
- (c) The process set out in clause 15.4(a) will be repeated until all Issue Shares have been allocated.

15.5 Completion

- (a) If the Offerees agree to buy all Issue Shares, completion of the sale must occur within 7 days after the Issue Share Notice Date.
- (b) If any Offeree does not take up any or all of the initial Issue Shares it is offered, completion of the sale must occur within 7 days after the Excess Share Notice Date.

15.6 Issue to Third Party

In the event the Shareholder(s) do not to purchase all of the Issue Shares within the time periods specified in clause 15.5, the Board may transfer the remaining Issue Shares to a bona fide third party on terms no more favourable than those offered by the Seller to the Offerees, provided that:

- (a) the sale is approved by a Major Decision of the Board;
- (b) the third party agrees to enter into a binding Deed of Accession (in a form approved by the Board) or a Shareholders Agreement on these terms or terms reasonably acceptable to the other Shareholders; and
- (c) the issue takes place within 90 days of the date of the Issue Shares Notice Date or, if applicable, the Excess Share Notice Date.

16. Drag Along Rights

16.1 Third Party Purchaser

- (a) If a Third Party Purchaser offers to purchase all of the Share Capital and Shareholders holding at least 75% of the Share Capital decide to accept that offer ("Accepting Shareholders") then the other Shareholders ("Remaining Shareholders") will:
 - (i) be deemed to have accepted the offer to sell all of their Shares in the Company; and
 - (ii) sell all of their Shares for the same price and on the same terms as the Accepting Shareholders.
- (b) If any Remaining Shareholder defaults in transferring their Shares in accordance with clause 16.1(a), each defaulting Remaining Shareholder will be deemed to have irrevocably transferred shares and must do all things reasonably necessary (including signing all transfers, instruments and other documents) to transfer Shares in accordance with this clause 16.
- (c) The Accepting Shareholders at their absolute discretion, may transfer Shares to a Third Party Purchaser without the need to comply with the pre-emptive rights provisions in clause 15.

17. Tag Along Rights

17.1 Third Party Purchaser

If a Third Party Purchaser offers to purchase at least 50% of the Share Capital but less than 100% of Share Capital, then the Shareholders who received the offer ("**Majority Shareholders**"), must provide the remaining Shareholders ("**Minority Shareholders**") with 14 days' written notice ("**Tag Along Notice**") stating:

- (a) that each Minority Shareholder is entitled to require the Majority Shareholders to procure the sale of the Minority Shareholder's Shares to the Third Party Purchaser on terms which are no less favourable than the terms for the Majority Shareholders; and
- (b) the material terms of the proposed sale including:
 - (i) the proposed price for the Shares (which must be the same, on a per share basis, as the price at which the Majority Shareholders are proposing to sell);
 - (ii) the proposed completion date of the sale ("**Tag Along Completion Date**");
 - (iii) the other material terms of the proposed sale of the Shares;
 - (iv) the name of the proposed Third Party Purchaser; and
 - (v) that the Minority Shareholders have 7 days from the date on which the Tag Along Notice is given to advise the Majority Shareholders in writing whether or not they require the Majority Shareholders to procure the sale of the Minority Shareholders Shares to the Third Party Purchaser.

17.2 Acceptance

If any of the Minority Shareholders gives notice to the Majority Shareholders in accordance with clause 17.1 (**"Tag Along Owner"**), then the Majority Shareholders must not sell their Shares unless the Third Party Purchaser agrees to also purchase the Shares of the Minority Shareholders on terms no less favourable than those that apply to the Majority Shareholders.

17.3 Rejection

If any of the Minority Shareholders:

- (a) advise the Majority Shareholders that they do not require the Majority Shareholders to procure the sale of their Shares to the Third Party Purchaser; or
- (b) do not give any notice to the Majority Shareholders within the period referred to in clause 17.1(a)(v) (**"Rejecting Tag Along Owner"**),

then the Majority Shareholders will be entitled to sell their Shares to the Third Party Purchaser on the terms set out in the Tag Along Notice without requiring the Third Party Purchaser to acquire the Rejecting Tag Along Owner's Shares.

18. Incapacity

18.1 Acquisition of Shares

- (a) If one Founder passes away, then that Founders' Shares in the Company will be transferred to their estate.
- (b) If both Founders pass away or are unable to resume duties after 6 months due to Permanent Incapacity at the same time (**"Incapacitated Founders"**), then the Founders' Shares in the Company may be acquired as follows:
 - (vi) The other Shareholders (**"Non-Incapacitated Shareholders"**) may (but will not be obliged to) acquire the Shares of the Incapacitated Founder in proportion to their respective shareholdings in the Company at Market Value as determined in accordance with clause 18.2.
 - (vii) If the other Shareholders do not elect to purchase the Shares under clause 18.1(b)(vi), the Company may (but will not be obliged to) buy back the Shares of the Founder at Market Value in accordance with the process set out in clause 18.2.

18.2 Market Value of Incapacitated Shareholder's Shares

The Market Value of the Incapacitated Founders' Shares will be determined as follows:

- (a) by agreement between the Non-Incapacitated Shareholders (as the case may be) and the Incapacitated Founder or their legal personal representative (as the case may be); or
- (b) if an agreement cannot be reasonably reached, the Market Value of the Incapacitated Founders' Shares will be determined by an Expert who is to be appointed:
 - (i) by mutual agreement of the Parties; or
 - (ii) if no agreement is reached by the Parties within 14 days, the Expert will be a person nominated by Resolution Institute who accepts appointment as Expert,
 and the cost of the valuation will be borne by the Company.

18.3 Timing

The Non-Incapacitated Shareholders will be allowed up to 6 months from the date of the agreed share valuation to pay for the Incapacitated Shareholder's Shares.

18.4 Default

If the Incapacitated Founder defaults in transferring the Shares in accordance with clause 18.1, the Incapacitated Founder irrevocably appoints the Non-Incapacitated and the Company as its lawful and enduring attorney to do all things reasonably necessary to transfer Shares in accordance with this clause 18 and this Agreement.

19. Preferential return of capital

19.1 Definitions

In this clause “**Liquidation Event**” means:

- (a) the liquidation, dissolution or winding up of the Company;
- (b) the distribution of all or substantially all of the Company’s capital to the Shareholders (whether by return of capital, share buy-back, dividend or otherwise);
- (c) a sale of all or substantially all of the shares in the Company for cash or liquid securities;
- (d) a sale, lease, liquidation or other disposition of all material or substantially all material assets of the Company or the Business, for which it is resolved that the shareholders will receive the sale proceeds;
- (e) the closing of the issue or sale of ordinary shares in the Company to the public in a firm commitment public offering and the quoting of the ordinary shares of the Company, and the listing of the Company, on an internationally recognised stock exchange; or
- (f) an exit by way of granting an exclusive license of the Company's Intellectual Property Rights and milestone payments, for which it is resolved that the Shareholders will receive the associated proceeds obtained by the Company.

19.2 Preferential Return of Capital

The Investors hold 1 x non-participating liquidation preference that entitle the holder, in the event of a Liquidation Event, to an amount equal to the aggregate of the following:

- (a) the amount paid up on the Share; and
- (b) the amount of all dividends declared but unpaid in respect of the Share.

19.3 Limit on distributions

In such circumstances, the Investors may not participate in distributions of surplus assets or profits as a result of a Liquidation Event of the Company except as specifically set out in Constitution or this Shareholders’ Agreement.

20. Confidentiality

20.1 Obligations

- (a) Except where the Company has provided written consent allowing disclosure of Confidential Information, each Shareholder must:
 - (i) keep Confidential Information strictly confidential and procure that its officers, employees, agents and advisors keep Confidential Information strictly confidential;
 - (ii) take all reasonable precautions necessary to maintain the confidentiality of the Confidential Information;
 - (iii) not divulge the Confidential Information to any person (other than its officers, employees and advisors, and only to the extent the forgoing need to know); and

- (iv) not utilise the Confidential Information for its own benefit or for the benefit of any person other than the Company.
- (b) The obligation of confidentiality under this Agreement does not apply if:
 - (i) the information is available to the public generally (except as a result of a breach of this clause);
 - (ii) that Party is required to make the disclosure by law;
 - (iii) the disclosure is made on a confidential basis to the representatives or professional advisers of that party for the purpose of obtaining advice; or
 - (iv) that disclosure is made on a confidential basis to any Affiliates of that Shareholder, potential purchasers of that Shareholder's Shares, or investors in that Shareholder.

20.2 Survival

The rights and obligations of the Parties under this clause 20 will survive termination or expiry of this Agreement.

21. Intellectual Property

21.1 Definitions

The following definitions apply in this clause:

- (a) **"Assigning Shareholders"** means each of the Founders or any parties to this Agreement who are involved in the Business;
- (b) **"Background IP"** means all Intellectual Property Rights that are owned by the Assigning Shareholders prior to the Commencement Date, excluding any Intellectual Property Rights that are assigned to the Company;
- (c) **"Developed IP"** means all Intellectual Property Rights generated, developed or created by, or at the direction of, the Company or to which the Company otherwise becomes entitled pursuant to this Agreement or in the course of carrying on the Business;
- (d) **"Intellectual Property Rights"** means all present and future rights throughout the world in respect of registered and unregistered copyright, inventions and novel designs (including patents, innovation patents and utility models), confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, technical data and know-how, registered and unregistered business or trading names, domain names, registered and unregistered designs and trade marks and any other right resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (e) **"Moral Rights"** has the meaning given to it in the *Copyright Act 1968* (Cth); and
- (f) **"Works"** means all works, documents, concepts, designs, information and software created, developed, owned or controlled by a Shareholder in connection with work undertaken for the Company, at the request of the Company, or in relation to the Business, including, without limitation:
 - (i) documentation;
 - (ii) software;
 - (iii) source code; and

- (iv) all improvements, enhancements, adaptations, developments, variations and modifications, to any of the items referred to in the items above.

21.2 Ownership of intellectual property

The Parties acknowledge and agree that:

- (a) the Assigning Shareholders retain ownership of the Background IP owned by each of them respectively;
- (b) the Assigning Shareholders irrevocably and unconditionally assign and transfer to the Company all Intellectual Property Rights in the Developed IP;
- (c) all Developed IP is owned by the Company and the Company has the right to use, exploit and license the Developed IP as it sees fit;
- (d) the Assigning Shareholders agree to do all things necessary to enable the Company to apply for, perfect and obtain registration as the registered proprietor of all Intellectual Property Rights in the Developed IP;
- (e) the Assigning Shareholders agree to deliver to the Company the physical possession and control of all the Works including anything stored electronically or in similar forms; and
- (f) in relation to all Moral Rights in the Works, created in the past, present or future, the Assigning Shareholder irrevocably and unconditionally consents to the Company using, applying or amending the Works (now or in the future), in any manner that the Company sees fit, anywhere in the world, without making identification or attributions to the Assigning Shareholder.

21.3 Licence to use

- (a) The Assigning Shareholders (each a “**Licensor**”) respectively grant to the Company a worldwide, royalty-free, irrevocable, non-exclusive and transferable licence (with the right to sub-license) to use the Background IP owned or held by them for the purposes of the Business for the term of this Agreement and, insofar as any of the Developed IP incorporates some or all of the Background IP, in perpetuity.
- (b) If a Licensor ceases to be a party to this Agreement for any reason, the licence granted under clause 21.3(a) will continue in full force and effect in accordance with its terms.
- (c) Each Licensor undertakes and warrants to the Company that all authors of works in which copyright may subsist that are licensed to the Company under clause 21.3(a) have provided consents and waivers in relation to their Moral Rights sufficiently so as to ensure unimpeded use by the Company of the Developed IP.

21.4 Inconsistency

If the Assigning Shareholders enter into a separate intellectual property assignment deed or license agreement with the Company, the terms of that deed or agreement (as applicable) will prevail to the extent of any inconsistency.

22. Dispute Resolution

22.1 Dispute Notice

In the event of a dispute in relation to this Agreement, a Party (“**Provider**”) may give to another Party (“**Recipient**”) a written notice (“**Dispute Notice**”) adequately identifying the matters in dispute.

22.2 Informal Meeting

Within 10 days of the Provider giving a Dispute Notice, the Parties must meet informally and attempt to resolve the dispute.

22.3 Mediation Notice

At the expiration of 10 days from when the informal meeting took place, the Provider may give the Recipient written notice ("**Mediation Notice**") requiring the dispute to be referred to mediation.

22.4 Mediation

If a Mediation Notice is given:

- (a) either Party may refer the dispute to a mediator as jointly agreed to by the Parties, and if no agreement is reached within 7 days of the Mediation Notice being served, as appointed by the Chair of Resolution Institute or the Chair's designated representative, in an attempt to resolve the dispute;
- (b) the disputing parties or their nominated representatives must attend any arranged mediation to attempt to resolve the dispute;
- (c) unless otherwise agreed by the parties, the Resolution Institute Mediation Rules will apply to the mediation; and
- (d) it is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

22.5 Costs

In the absence of any agreement to the contrary between the disputing Parties, the costs of mediation will be shared equally by the disputing Parties.

22.6 Binding Resolution

If the dispute identified in the Mediation Notice is not resolved within 14 days of the appointment of the mediator, either party may seek mediation again pursuant to clause 22.4, with the Parties agreeing that the mediator will make a binding resolution.

22.7 No Litigation

No Shareholder or Director may commence litigation unless they have in the first instance complied with clauses 22.1 to 22.6, except where the party is seeking urgent interlocutory relief.

General

23.1 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.

23.2 Severance

In the event that any provision or part of this Agreement is found to be unenforceable or illegal that provision will be severed from the Agreement to the extent it is unenforceable or illegal. All remaining provisions will remain in force.

23.3 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.

23.4 Waiver

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

23.5 Legal Advice

Each party acknowledges that it has obtained independent legal advice or has waived any right to obtain such advice. Each party acknowledges that it has read and understands this Agreement and signs this Agreement voluntarily.

23.6 Assignment

No Shareholder may assign or otherwise Dispose of any of its rights or obligations under this Agreement without the prior written consent of all the other Shareholders (consent which will not be unreasonably withheld).

23.7 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.

23.8 Entire Agreement

This Agreement, and other documents referred to in it, constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and negotiation between the parties in connection with the subject matter.

Schedule 1. Shareholding

TABLE A – Shareholders prior to execution of this Agreement

Shareholder Name	Number of Shares Held	Class	Price paid per Share (\$)	Total Price Paid (\$)	% Shareholding
Sarah Everitt	5,000	Ordinary	\$0.01	\$50.00	50%
Craig Everitt	5,000	Ordinary	\$0.01	\$50.00	50%
TOTAL	10,000	-	\$0.01	\$100.00	100%

TABLE B – Shareholding following issuances to Investors

Shareholder Name	Number of Shares Held	Class	Price paid per Share (\$)	Total Price Paid (\$)	% Shareholding
Sarah Everitt	5,000	Ordinary	\$0.01	\$50.00	42.55%
Craig Everitt	5,000	Ordinary	\$0.01	\$50.00	42.55%
Fergs Superannuation Fund	225	Ordinary	\$200.00	\$45,000	1.91%
Aurelius Investments Pty Ltd ATF Gray Family Trust	250	Ordinary	\$200.00	\$50,000	2.13%
Iris Nominees Pty Ltd as trustee for the BAS Superannuation Fund	50	Ordinary	\$200.00	\$10,000	0.43%
Just Imagine Super Fund	100	Ordinary	\$200.00	\$20,000	0.85%
Ashbrook Happy Days Super Fund	125	Ordinary	\$200.00	\$25,000	1.06%
Sally Weston	50	Ordinary	\$200.00	\$10,000	0.43%
Laurie Weston	50	Ordinary	\$200.00	\$10,000	0.43%
Darren Everitt and Mark Sinnott	250	Ordinary	\$200.00	\$50,000	2.13%
Colin and Fiona Pattison	50	Ordinary	\$200.00	\$10,000	0.43%
Cerebral Palsy Alliance	175	Ordinary	\$200.00	\$35,000	1.49%
Digital Creators Pty Ltd	125	Ordinary	\$200.00	\$25,000	1.06%

Glinan Pty Ltd as trustee for Glinan Trust	50	Ordinary	\$200.00	\$10,000	0.43%
Sprint VC Fiducial Pty Ltd T/A Sprint Ventures Investment Fund Number 1	250	Ordinary	\$200.00	\$50,000	2.13%
TOTAL	11,750	-	\$0.01	\$350,100.00	100%

Schedule 2. Key Duties and New Shareholders

Part A – Current Shareholders

Shareholder	Key Personnel	Role(s)	Key Duties
Sarah Everitt	Sarah Everitt	Director	<p>Perform role with integrity, care, diligence and skill; act in good faith in the best interests of the company and prevent insolvent trading.</p> <p>Role includes:</p> <ul style="list-style-type: none"> Managing business activities; Determining and implementing Company decisions and policies; Communicating with Company Shareholders, Advisors and Stakeholders; and Preparing and filing statutory and financial documentation.
Craig Everitt	Craig Everitt	Director	<p>Perform role with integrity, care, diligence and skill; act in good faith in the best interests of the company and prevent insolvent trading.</p> <p>Role includes:</p> <ul style="list-style-type: none"> Managing business activities; Determining and implementing Company decisions and policies; Communicating with Company Shareholders, Advisors and Stakeholders; and Preparing and filing statutory and financial documentation.

Part B – New Shareholders

Investor	Key Person
<p>Subscriber: Wendy Fergie as trustee for the Fergs Superannuation Fund</p> <p>Address: 3 Seisman Place, Port Melbourne, VIC, 3207</p> <p>("Fergs Super Fund")</p>	<p>Contact Person: Wendy Fergie</p> <p>Email: wafergie11@gmail.com</p>
<p>Subscriber: Aurelius Investments Pty Ltd ATF Gray Family Trust</p> <p>Address: 31 Dorrington Ave, Glen Iris, VIC, 3146</p> <p>("Gray Family Trust")</p>	<p>Contact Person: Chris Gray</p> <p>Email: chris@49agnes.com.au</p>
<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>("BAS Superannuation Fund")</p>	<p>Contact Person: Brad Gurrie</p> <p>Email: bradgurrie@yahoo.com</p>
<p>Subscriber: Anita Grindlay as trustee for Just Imagine Super Fund</p> <p>Address: PO Box 1, Balwyn North, Vic 3104</p> <p>("Just Imagine Super Fund")</p>	<p>Contact Person: Robert Whan & Anita Grindlay</p> <p>Email: anita.grindlay@eqhealth.com.au</p>
<p>Subscriber: Kerry Ashbrook as trustee for Ashbrook Happy Days Super Fund</p> <p>Address: 1 Weeroona Street, Port Melbourne, VIC 3207</p> <p>("Ashbrook Happy Days Super Fund")</p>	<p>Contact Person: Kerry Ashbrook</p> <p>Email: kerry.ashbrook@lifecycleyouchoose.com.au</p>
<p>Subscriber: Sally Weston</p> <p>Address: 18 Docker Street, Wangaratta VIC 3677</p> <p>("Sally Weston")</p>	<p>Contact Person: Sally Weston</p> <p>Email: firbank7@hotmail.com</p>
<p>Subscriber: Lawrence David Weston</p> <p>Address: 18 Docker Street, Wangaratta VIC 3677</p> <p>("Laurie Weston")</p>	<p>Contact Person: Laurie Weston</p> <p>Email: firbank7@hotmail.com</p>
<p>Subscriber: Darren Everitt and Mark Sinnott</p> <p>Address: PO Box 6071 Point Cook VIC 3030</p> <p>("Darren Everitt and Mark Sinnott")</p>	<p>Contact Person: Darren Everitt and Mark Sinnott</p> <p>Email: darren.everitt@melbournefreelance.com</p>

<p>Subscriber: Colin and Fiona Pattison</p> <p>Address: 96 Malibu Blvd. Point Cook 3030</p> <p>("Colin and Fiona")</p>	<p>Contact Person: Fiona and Colin Patterson</p> <p>Email: flynch76@gmail.com</p>
<p>Subscriber: Cerebral Palsy Alliance ABN 45 000 062 288</p> <p>Address: 187 Allambie Rd, Allambie Heights NSW 2100</p> <p>("Cerebral Palsy Alliance")</p>	<p>Contact Person: Peter Horsley</p> <p>Email: pete.horsley@remarkable.org.au</p>
<p>Subscriber: Digital Creators Pty Ltd ACN 611 909 730</p> <p>Address: 17 Laird Drive, Avoca Beach, NSW 2251</p> <p>("Digital Creators")</p>	<p>Contact Person: Ben Reid</p> <p>Email: ben@digitalcreators.com.au</p>
<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>("Glinan Trust")</p>	<p>Contact Person: Nan Yu</p> <p>Email: nan.y8869@gmail.com</p>
<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>("Sprint VC Fiducial Pty Ltd T/A Sprint Ventures Investment Fund Number 1")</p>	<p>Contact Person: Llew Jury</p> <p>Email: llew@sprint.vc</p>

Schedule 3. Major Decision of the Board

Subject to clause 7.3, the following decisions require a 75% majority vote of the Board:

1. **(Directors)** appointing or removing any director of the Company, except in accordance with the rights conferred on shareholders in the Shareholders Agreement;
2. **(Employment)** entering into any employment contract with any employee for greater than AUD \$200,000 or amending the terms of employment of any employee other than any annual increase in salary of not more than \$100,000;
3. **(Litigation)** initiating, pursuing, defending, settling or compromising any litigation;
4. **(Capital expenditure)** approving any capital expenditure greater than \$10,000;
5. **(Borrowing)** borrowing any money or obtaining any form of advance, credit or financial accommodation greater than \$10,000, or varying terms or conditions of any such borrowings, advances, credit or financial accommodation;
6. **(Dividends)** setting or changing the dividend or distribution policy of the Company, or declaring, making or paying a dividend or other distribution;
7. **(Share Capital)** consolidating, subdividing, converting or buying-back any of the Company's Share Capital;
8. **(New Shares)** issuing new Shares in the Company;
9. **(Employee Share Scheme)** adoption or adjustment of any equity, incentive or bonus plan for directors, executives or employees of the Company;
10. **(Encumbrance)** creating any encumbrance (including a charge, lien or mortgage) over any material asset of the Company;
11. **(Guarantee of Liability)** giving a guarantee or indemnity to secure liabilities or obligations of any person or subsidiary company;
12. **(Intellectual Property)** taking any step/s to sell, assign or transfer any substantial or material Intellectual Property Rights of the Company; and
13. **(Lease)** entering into any lease or licence of any real property.

Schedule 4. Major Decisions of Shareholders

Subject to clause 7.4, the following decisions require a 75% majority vote of Shareholders:

1. **(Business)** material change to the nature of the Business (including cessation);
2. **(Exit)** taking any step/s to proceed with an initial public offering, asset sale of all or substantially all of the assets of the Company or sale of all Shares of the Company;
3. **(Sale of Business Assets)** disposing of the whole or any substantial part of the Company's property or assets;
4. **(Share Rights)** altering the rights attaching to any class of Shares of the Company;
5. **(Transaction)** enter into any contract or arrangement otherwise than on commercial arms-length terms or transactions with related parties; and
6. **(Winding up)** taking any steps to dissolve or wind-up the Company or place it into voluntary liquidation.

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)

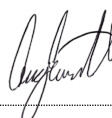
10/06/2021
Date

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)

Name (print)

Date

Signature of director / secretary
(delete as applicable)

Name of director / secretary (print)

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 David 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