

## SHARE SUBSCRIPTION FORM

<b>Company</b>	Wine Gallery Pty Ltd ACN 601 172 936
<b>Company's Bank Account</b>	<b>Bank name:</b> Commonwealth Bank <b>Account Name:</b> Wine Gallery Pty. Ltd. <b>BSB:</b> 062220 <b>Account Number:</b> 10224503
<b>Investment Round</b>	The Company's 'Funding Round' of investment, expected to be finalised in July, 2018 (and in any event, prior to 30 September 2018 (End Date))
<b>Subscription Shares</b>	50 ordinary shares in the Company
<b>Subscriber</b>	Andrew Simon & Shant Simon ATF Andrew Simon Self-Managed Super Fund
<b>Subscriber's Address</b>	14 Rosebery Street Mosman 2088
<b>Subscription Amount</b>	\$20,000

### SUBSCRIPTION

1. By executing this document, the Subscriber:
  - a. confirms that it has received copies of the Company's constitution and the shareholders agreement in respect of the Company to be entered into on or around the date of this document (the **Shareholders Agreement**);
  - b. confirms that it has deposited the Subscription Amount into the Company's Bank Account;
  - c. confirms that it has signed the Shareholders Agreement;
  - d. subscribes for the Subscription Shares for the aggregate Subscription Amount;
  - e. acknowledges that:
    - (i) there are other subscribers investing in the Company concurrently with the Subscriber in this Investment Round; and
    - (ii) on completion of this Investment Round, there will be up 22,637 ordinary shares issued in the Company;
  - f. agrees to:
    - (i) hold the Subscription Shares subject to the Company's constitution and the Shareholders Agreement, each as amended from time to time; and
    - (ii) being named on the Company's members' register in respect of the Subscription Shares;

2. Completion of the Investment Round (**Completion**) is conditional on the satisfaction of the following conditions (**Conditions**):
  - a. the Company receiving subscriptions from existing shareholders and new investors (including the Subscriber) for a minimum aggregate amount of \$1,200,000 (or such other amount as agreed between the parties);
  - b. the Company providing reasonable evidence to the Investor of such further subscriptions; and
  - c. the signing of the Shareholders Agreement by all existing shareholders.

#### **SUBSCRIBER WARRANTIES**

3. The Subscriber represents and warrants for the benefit of the Company:
  - a. it has full power and capacity to enter into and perform its obligations under this document;
  - b. this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
  - c. it is either a "Sophisticated Investor" under section 708(8) of the *Corporations Act 2001* (Cth) (the **Corporations Act**) or a "Professional Investor" under section 708(11) of the *Corporations Act*, and it will promptly provide any information requested by the Company to confirm this;
  - d. it has the financial ability to bear the economic risk of its investment in the Subscription Shares;
  - e. it has made and relied upon its own assessment of the Company (including the assets and liabilities, financial position, profits and losses and prospects of the Company) and has conducted its own investigation with respect to the Subscription Shares and the Company (including, without limitation, the tax consequences of subscribing for, owning and disposing of the Subscription Shares); and
  - f. if it is issued with the Subscription Shares, it will be bound by the provisions of the Company's constitution, the Shareholders Agreement and all other constituent documents of the Company.

#### **COMPANY WARRANTIES**

4. By executing this document, the Company represents and warrants to the Subscriber that the warranties set out in Schedule 1 are true, complete, correct and not misleading as at the date of this document and completion of the Investment Round.

#### **COMPLETION**

##### ***Date of Completion***

5. Completion must take place at the time, date and place nominated by the Company and notified to the Subscriber, provided that the date of Completion must not be later than the End Date.
6. If Completion has not occurred by the End Date, the Company must immediately return to the Subscriber any funds which have been paid by the Subscriber to the Company.

##### ***Payment***

7. At Completion the Subscriber must:
  - a. pay or procure payment in full to the Company of the Subscription Amount in immediately available funds to the Company's Bank Account as specified in this document or as otherwise directed by the Company to the Subscriber prior to Completion;
  - b. deliver to the Company a duly executed counterpart of the Shareholders Agreement; and

- c. deliver to the Company a duly executed counterpart of this document.

***Directors' meeting***

8. At Completion, the Company must procure that a meeting of its directors is held at which it is resolved that, subject to the Subscriber complying with its obligations under clause 7, the Company:
  - a. allots and issues to the Subscriber the Subscription Shares for the Subscription Amount;  
and
  - b. issues a certificate for the Subscription Shares so allotted in the name of the Subscriber.

**GENERAL**

9. The Subscriber must not assign its rights under this document.
10. This document may be executed in any number of counterparts. All counterparts together will constitute one agreement.
11. This document is governed by the laws of New South Wales.

**SCHEDULE 1 COMPANY WARRANTIES**

<p><b>Company</b></p>	<ul style="list-style-type: none"> <li>a. It is a body corporate duly incorporated and validly existing under the laws of the place of its incorporation;</li> <li>b. it has the corporate power to enter into and perform its obligations under, and to carry out the transactions contemplated by, this document;</li> <li>c. it has taken all necessary corporate action to authorise the entry into and performance of, and to carry out the transactions contemplated by, this document;</li> <li>d. no Insolvency Event has occurred in respect of it;</li> <li>e. this document constitutes legal, valid and binding obligations, enforceable in accordance with its terms; and</li> <li>f. the execution and performance by it of this document and each transaction contemplated by it does not conflict with any law, order, judgment, rule or regulation applicable to it or any document binding on it.</li> </ul>
<p><b>Subscription Shares</b></p>	<ul style="list-style-type: none"> <li>a. The pre-subscription capital structure of the Company is accurately represented in Schedule 2;</li> <li>b. the Subscription Shares are free of any Security Interests and are issued fully paid;</li> <li>c. aside from the simple agreement for future equity (<b>SAFE</b>) agreements that have been entered into by the Company which will convert into ordinary shares at Completion, the Company is not obliged to issue any shares or other securities in the Company, and the Company has not granted any person the right to call for the issue of any shares or other securities in the Company; and</li> <li>d. the Subscription Shares will rank equally with all other ordinary shares in the issued share capital of the Company.</li> </ul>
<p><b>Information</b></p>	<ul style="list-style-type: none"> <li>a. To the best of the Company's knowledge and belief, all written information (including all electronic documents and email correspondence) given by or on behalf of the Company to the Subscriber in respect of the Company, the Subscription Shares and the Business is:             <ul style="list-style-type: none"> <li>(i) accurate in all respects; and</li> <li>(ii) complete and not misleading whether by omission, failure to particularise or otherwise.</li> </ul> </li> <li>b. As at the date of this agreement, the Company is not aware of any materially adverse information relating to the Company or the Business that has not been made available to the Subscriber before the date of this agreement.</li> </ul>
<p><b>Legal Compliance</b></p>	<ul style="list-style-type: none"> <li>a. The Company and its Officers, employees and agents have complied in all material respects with relevant laws and statutes; and</li> <li>b. the Company is not involved in any material litigation or dispute .</li> </ul>

<b>Intellectual Property Rights and other assets</b>	<ul style="list-style-type: none"> <li>a. All Intellectual Property Rights used in the Business are legally and beneficially owned or used by a Group Company.</li> <li>b. The Company owns, or has the right to use, all of the assets that are material for the conduct of the Business as carried on at Completion.</li> </ul>
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In this Schedule 1, unless the context otherwise requires:

**Business** means the business carried out by the Company, being a wine retailer.

**Group** means the Company and its Subsidiaries, and Group Company means any one of them.

**Insolvency Event** means the occurrence of any one or more of the following events in relation to a Party:

- a. the Party is or states that it is insolvent or is deemed or presumed to be insolvent under any applicable laws;
- b. an application or order is made for the winding up, bankruptcy or dissolution of the Party or a resolution is passed or any steps are taken to pass a resolution for its winding up or dissolution;
- c. an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the Party or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within 10 Business Days;
- d. a controller is appointed in respect of any of the Party's property;
- e. the Party is deregistered under the Corporations Act or other legislation or notice of its proposed deregistration is given to it;
- f. a distress, attachment or execution is levied or becomes enforceable against the Party or any of its property;
- g. the Party enters into or takes action to enter into an arrangement, composition or compromise with, or assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them;
- h. a receiver or manager (or both) or trustee in bankruptcy is appointed in respect of the Party or its property;
- i. a petition for the making of a sequestration order against the estate of the Party is presented and the petition is not stayed, withdrawn or dismissed within 10 Business Days or the Party presents a petition against itself; or
- j. anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of the Party

**Intellectual Property Rights** means all present and future rights to:

- a. copyright;
- b. registered or unregistered designs, patents, trademarks;
- c. trade, business, company or domain names;
- d. know-how, inventions, processes, trade secrets;
- e. circuit layouts, databases or source codes; and
- f. any similar rights in any part of the world,

including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

**Officer** has the meaning given in the *Corporations Act 2001* (Cth).

**Party** means a party to this document.

**Security Interest** means any interest or right which secures the payment of a debt or other monetary obligation or the compliance with any other obligation and includes a security interest within the meaning of section 12(1) of the *Personal Property Securities Act 2009* (Cth).

**Subsidiary** has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

**SCHEDULE 2 PRE-COMPLETION CAPITALISATION TABLE**

Shareholder	Class of shares	Number of shares
Thomas Kluuk Walenkamp	Ordinary	10,000
Banjo Harris Plane	Ordinary	1,429
Humberto de Castro Moreira Neto	Ordinary	2,857
Downtown (NSW) Pty Ltd ACN 050 057 764 ATF The Downtown Trust	Ordinary	1,071
Monogramme Maison de Marketing SARL	Ordinary	357
Kirk Graham Kileff	Ordinary	357
Craig Douglas Griffin	Ordinary	357
Hounflow Pty Ltd ACN 113 498 249 ATF the G Hartley Family Trust	Ordinary	357
Ovidiu Fer	Ordinary	214
Karthigeyan Sepulohniam and Leah Renee O'Brien ATF K&L Sepulohniam Family Trust	Ordinary	179
Andrew Dean Simon	Ordinary	179
Joanna Agnieszka Orkisz and Jedrzej Jan Orkisz	Ordinary	179
J Farrer Pty Ltd ACN 600 029 196 ATF the KLF Super Fund	Ordinary	107
<b>TOTAL</b>		<b>17,643</b>

**EXECUTED AS AN AGREEMENT**

Signed on behalf of **Wine Gallery Pty Ltd ACN 601 172 936** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director (PRINT)

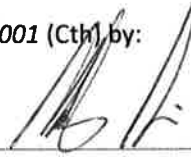
\_\_\_\_\_  
Name of Director/Secretary (PRINT)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Signed on behalf of **Andrew Simon & Shant Simon ATF Andrew Simon Self-Managed Super Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of Director

  
\_\_\_\_\_  
Signature of Director/Secretary

Andrew Simon  
\_\_\_\_\_  
Name of Director (PRINT)

Shant Simon  
\_\_\_\_\_  
Name of Director/Secretary (PRINT)

23/7/18  
\_\_\_\_\_  
Date

23/7/2018  
\_\_\_\_\_  
Date