

wealthi

Wealthi Ltd

Deed of Subscription and Adherence

This Deed is made by and between:

- 1 The trustee for The Valentine's Super Fund of United Kingdom (the "**Subscriber**"); and
- 2 Wealthi Ltd whose registered office is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom (the "**Company**");

together the "**Parties**".

INTRODUCTION

This Deed of Subscription and Adherence (the "**Deed**") relates to the agreed terms and conditions set out in the Investment Agreement dated 1 April 2019 (the "**Agreement**").

Subject to the conditions of clause 3 being met or waived by the Subscriber, the Subscriber wishes to subscribe for an aggregate of 113 Shares of £0.10 nominal value each in the capital of the Company (the "**New Shares**") at a price per share and an aggregate investment amount as set out in clause 2.1, and the Company wishes to accept such subscription.

The Agreement states that the Company may not allot and issue shares to any person who is not a party to the Agreement without obtaining a Deed of Subscription and Adherence to the Agreement from such person.

Therefore the Parties agree as follows:

AGREED TERMS

1 INTERPRETATION

- 1.1 The Introduction will be deemed an integral and inseparable part of this Deed.
- 1.2 The section headings are for guidance purposes only and will not be used to aid in the interpretation of the provision hereunder.
- 1.3 Unless the context herein requires otherwise, all capitalised terms herein will have the meanings ascribed to them in the Agreement.
- 1.4 Reference to a party or parties, is to a party or parties of this agreement.
- 1.5 References to persons will include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 1.6 Except where the context specifically requires otherwise, words importing one gender will be treated as importing any gender, words importing individuals will be treated as importing corporations and vice versa, words importing the singular will be treated as importing the plural and vice versa, and words importing the whole will be treated as including a reference to any part thereof.
- 1.7 References to the word "include" or "including" (or any similar term) are not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.
- 1.8 All defined terms in this Deed will have the meaning assigned to them in the Agreement.

2 SUBSCRIPTION AND COMPLETION

- 2.1 The Subscriber applies for the allotment and issue to them of the following New Shares as set out in the table below and the Company accepts such application:

Subscriber	Share Class	Aggregate Investment	Price per Share	New Shares
The trustee for The Valentine's Super Fund	Ordinary	£27,795.74	£245.98	113

- 2.2 The Company agrees that the issue and allotment of the New Shares set out in clause 2.1 above and entry into the register of members will be completed on the date of this Deed, (the "**Completion Date**") when the following will take place:
 - (a) the conditions in clause 3 being satisfied or waived to the reasonable satisfaction of the Subscriber;

- (b) the execution of this Deed;
- (c) receipt by the Company of the Aggregate Investment in cleared funds.

3 CONDITIONS TO COMPLETION

Immediately prior to the Completion Date:

- (a) the Subscriber will satisfy all due diligence investigations and review the Agreement, the supplementary documents and existing articles of association; and
- (b) the Company will, and will ensure that all other warrantors will, repeat the warranties in the Agreement; and
- (c) the Company will execute a resolution of the Board of Directors approving the subscription.

4 COMPLETION

On the Completion Date the Subscriber will pay by electronic funds transfer to the bank account below the sum of **£27,795.74**, being the Original Issue Price for the New Shares subscribed for by that Subscriber:

Account name	WEALTHI LTD
Sort code	04-00-75
Account number	03024342
IBAN	GB82 REVO 0099 6982 8755 78
SWIFT	REVOGB21

Payment made in accordance with this Clause 4 will constitute a good discharge by that Subscriber of their obligations under this Clause 4.

5 SUBSCRIPTION AGREEMENT

- 5.1 The Subscriber confirms that they have read and understood the terms of the Agreement and this Deed.
- 5.2 The Subscriber hereby agrees:
 - (i) to assume the benefit of the rights under the Agreement in respect of the New Shares including the rights given under the warranties and as to any reserved matters; and
 - (ii) to assume the burden of the obligations under the Agreement to be performed after the date hereof in respect of the New Shares.
- 5.3 The Subscriber hereby further agrees to be bound by the Agreement in all respects and will assume the status of "Investor" (as defined therein) and the Subscriber will perform all the

obligations expressed to be imposed on such a party to the Agreement, to be performed on or after the date hereof.

5.4 The Company hereby agrees that, following the allotment and issuance of the New Shares to the Subscriber as set out in clause 2.1 above, the Company will grant the rights and benefits of Investors under the Agreement to the Subscriber for so long as such Subscriber owns the New Shares.

5.5 This Deed is made for the benefit of:

- (a) the parties to the Agreement; and
- (b) any other person or persons who may after the date of the Agreement (and whether or not prior to or after the date hereof) assume any rights or obligations under the Agreement and be permitted to do so by the terms thereof.

This Deed will be irrevocable without the consent of the Company, or any other consent as might be set out in the Agreement, acting on their behalf in each case only for so long as they hold any New Shares in the capital of the Company.

6 GENERAL

6.1 The existing provisions in the Agreement will remain unaffected by this Deed other than the schedules to the same which set out the relevant equity shareholdings in the Company.

6.2 This Deed will be effective as of the date first written above.

6.3 This Deed will be governed by and construed in accordance with the laws of England and Wales.

6.4 This Deed may be executed in any number of counterparts, each of which when delivered to the Company will be deemed to be an original and which together have the same effect as if each party had signed the same documents.

6.5 The exchange of a fully executed version of this Deed (in counterparts or otherwise) by electronic transmission in HTML or PDF format or by facsimile will be sufficient to bind the parties to the terms and conditions of this Deed and no exchange of original signatures will be necessary.

7 OWNERSHIP

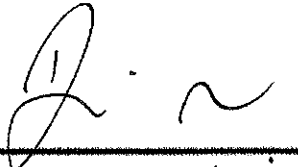
The Subscriber's ownership percentage following the issue to them of the New Shares is listed in the table below:

Shareholder	Share Class	Scheme	Investment	Shares	Equity	Voting
Existing shares			£111,012.28	12,318	99.09%	98.99%
Age Investments Pty Limited	Ordinary	—	£499	4,990	40.14%	44.51%

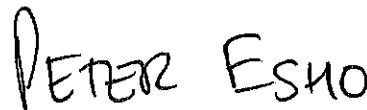
Shareholder	Share Class	Scheme	Investment	Shares	Equity	Voting
PI Labs II Limited Partnership	Preference	—	£80,004.72	996	8.01%	8.88%
Scv Family Group Pty Limited	Ordinary	—	£499	4,990	40.14%	44.51%
Barrie Heptonstall	Ordinary	SEIS	£30,009.56	122	0.98%	1.09%
Existing options				1,220	9.81%	
New Shares			£27,795.74	113	0.91%	1.01%
The trustee for The Valentine's Super Fund	Ordinary	—	£27,795.74	113	0.91%	1.01%
		Total	£138,808.02	12,431	100%	100%

This DEED OF SUBSCRIPTION AND ADHERENCE to the Agreement has been executed and delivered by the parties hereto as a deed and it will take effect on the date this Deed is signed and witnessed by both Parties.

Executed as a Deed on behalf of the Company:




Domenic Nesci
for and on behalf of Wealth1 Ltd




In the presence of:
Occupation: DIRECTOR
Address: 20-40 Meagher St
Crippendale 2008
Australia

Signed as a Deed by the Subscriber:



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for and on behalf of The trustee for The
Valentine's Super Fund



In the presence of:
Occupation:
Address: 7 Orange Grove
French's Forest.
NSW 2086