

SHAREHOLDERS AGREEMENT

relating to Lumiant Pty Ltd ACN 610 279 135 (formerly
known as Finlife Fintech Pty Ltd)

Ref AFJ:10509

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SHAREHOLDERS AGREEMENT

This agreement is dated

2020

Parties

Name	Finlife Fintech Pty Ltd ACN 610 279 135	
Short Form Name	Company	
Notice details	Post/by hand	Level 10, 60 Carrington Street, Sydney NSW 2000
	Email	iwhite@implementedportfolios.com.au
	Attention	Ian White

The parties set out in Schedule 1

Background

- A** The shares in the Company are held in the proportions set out in Schedule 2
- B** The Company will be managed and controlled in accordance with the terms of this Document.

Agreed terms

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply:

Affiliate in relation to a Shareholder means:

- (a) a related body corporate of the Shareholder or a company in which the Shareholder beneficially owns not less than 50% of the Shares;
- (b) a trust (whether a unit trust, investment trust or other form of trust) of which the Shareholder is the beneficiary and from which the Shareholder has received 50% or more of the distributions made from that trust in the last three years before the date of the share transfer that the Shareholder proposes to make to that trust under clause 13;
- (c) a limited partnership whose general partner is a related body corporate of the Shareholder;
- (d) a general partnership all of whose general partners are related bodies corporate of the Shareholder;
- (e) a trust (whether a unit trust, investment trust or other form of trust) of which a related body corporate of the Shareholder is the responsible entity, trustee, manager or investment adviser of the trust;

- (f) where the Shareholder is a limited partnership, general partnership or a trust, any custodian of all or any of the assets of that limited partnership, general partnership or trust; or
- (g) where the Shareholder is an individual, the spouse, former spouse, de facto spouse, mother, father, brother, sister, biological or adopted child over the age of 18 of the Shareholder.

Board means the board of directors of the Company as constituted from time to time.

Board Meeting means a meeting of the Board (or any committee of the Board) duly convened and held in accordance with this Document and the Company's constitution.

Business means:

- (a) the business carried on by the Company from time to time; and
- (b) any other activities which, subject to clause 5, the Board decides from time to time will be carried on by the Company.

Business Day means:

- (a) for receiving a notice under clause 25, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in New South Wales, Australia.

Business Hours means from 9:00 am to 5:00 pm on a Business Day.

Business Plan means, if one has been adopted by the Board, the program current from time to time for the conduct of the Business during the current Financial Year and a budget specifying an estimate of the income to be received and the capital expenses and operational expenses to be incurred by the Business.

Confidential Information means any of the following which is not in the public domain:

- (a) information concerning the contents of the Transaction Documents or any transaction undertaken under the Transaction Documents;
- (b) all data bases, source codes, methodologies, manuals, artwork, advertising manuals, trade secrets and all financial, accounting, marketing and technical information, customer and supplier lists, know-how, technology, operating procedures and other information, used by or relating to the Group and its transactions and affairs;
- (c) all notes and reports incorporating or derived from information referred to in paragraphs (a) or (b); and
- (d) all copies of the information, notes and reports referred to in paragraphs (a) to (c).

Controlling Individual means the persons named in Schedule 2 in relation to each Shareholder.

Corporations Act means the Corporations Act 2001 (Cth).

Deed of Accession means a deed of accession in the form of Schedule 6.

Director means a director of the Company from time to time.

Document means this document, and includes all its schedules, annexures and exhibits, if any.

Encumber means to mortgage, pledge, charge, assign as security or otherwise encumber.

Equity Securities means Ordinary Shares and any preference shares, options, convertible notes, warrants or other securities convertible into Shares.

Excluded Issue means an issue of Equity Securities referred to in clause 12.9.

Financial Year means 12 months from 1 July to 30 June each year (or other dates as the Board approves).

Group means the Company and all the Subsidiaries from time to time.

Group Company means any one of the Company or a Subsidiary.

Independent Valuer means a person appointed to value Equity Securities under clause 14.1 and 16.3 .

Insolvency Event means, in relation to an entity:

- (a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertaking of the entity;
- (b) the entity suspends payment of its debts generally;
- (c) the entity is or becomes unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Corporations Act;
- (d) the entity enters into or resolves to enter into any arrangement, competition or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (e) an application or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator, to the entity or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the entity otherwise than for the purpose of an amalgamation or reconstruction that has the prior Special Majority Approval Shareholders; or
- (f) an administrator is appointed under the Corporations Act.

IPO means an initial public offering of Ordinary Shares made under a prospectus stating that the Company has or will apply, in conjunction with the offering, for quotation of the Shares on a Stock Exchange.

Month means calendar month.

Ordinary Shares means ordinary shares in the capital of the Company.

Permitted Transfer means a transfer of Equity Securities permitted under clause 13.14.

Reorganisation Event means:

- (a) a bonus issue of Shares;
- (b) a sub-division or consolidation of Shares;
- (c) another reorganisation or reconstruction of share capital where the Company neither pays nor receives cash.

Share Capital means all of the Shares on issue.

Share means a share in the capital of the Company.

Shareholder means a person who holds a Share and is a party to this Document.

Special Majority Approval means unless required by the Corporations Act:

- (a) in the case of a vote, resolution or consent of Directors, one passed or given by at least 75% of the total number of Directors appointed by the Company at the time of the resolution.
- (b) in the case of a vote, resolution or consent of Shareholders, one passed or given by Shareholders who together hold more than 75% of the Shares on issue.

Stock Exchange means Australian Stock Exchange Limited or another stock exchange approved by the Board.

Subsidiary means each subsidiary of the Company at any time.

Transaction Documents means:

- (a) this Document;
- (b) the Company's constitution; and
- (c) any other agreement or document that the parties agree is a Transaction Document.

Transfer means to sell, assign, transfer, convey or otherwise dispose of a legal or beneficial interest.

1.2 Interpretation

- (a) Unless the context otherwise requires, a reference to:
 - (i) any thing (including an amount or a provision of this Document) is a reference to the whole and each part of it;
 - (ii) this Document includes any schedules and annexures;
 - (iii) a document (including this Document) includes the document as novated, varied, supplemented or replaced;
 - (iv) **\$, dollar or A\$** is a reference to Australian currency;
 - (v) a time is to the time in New South Wales, Australia;
 - (vi) a person (including a party to a document) includes their executors, administrators, successors, assigns and substitutes (including persons taking by novation) and, in the case of a trustee, includes an additional trustee;
 - (vii) a group of persons means any two or more of them jointly and each of them individually;
 - (viii) **law** means common law, equitable principles and laws made by a parliament;
 - (ix) a law made by a parliament (including a statute, ordinance or code) includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of it;
 - (x) **person** includes any entity, such as an individual, a partnership, a body corporate, an unincorporated association, an agency or an authority;
 - (xi) **in connection with this Document** is to be given the widest possible meaning and so includes anything

- (including a transaction) contemplated by this Document;
- (xii) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given in that Act;
 - (xiii) the singular includes the plural and vice versa; and
 - (xiv) a word denoting a particular gender includes the other genders.
- (b) Unless the context otherwise requires:
- (i) if this Document requires an obligation to be performed (or something to happen) on or before a particular day and that day is not a Business Day, the obligation may be performed (or the thing is permitted to happen) on or by the next Business Day; and
 - (ii) where something is done (or happens) after 5.00 pm on a particular day, it is treated as being done (or having happened) on the next Business Day.
- (c) Headings are for ease of reference and do not affect the interpretation of this Document.
- (d) A rule of construction that would otherwise disadvantage a party because the party was responsible for the preparation of this Document, does not apply.
- (e) The meaning of any general words is not limited by specific examples introduced by ***including, for example, such as*** or a similar expression.

2 Objectives

The objectives of the Company are to:

- (a) carry on the Business;
- (b) develop and expand the Business in accordance with the Business Plan; and
- (c) maximise the value of the Company.

3 Board of Directors

Each Shareholder must exercise its rights as a holder of Shares to ensure that the composition of the Board and the procedures for meetings of the Board are as set out in Schedule 3.

4 Management

Subject to clause 5, each Shareholder must ensure:

- (a) management of the Company vests in the Board;
- (b) the Company is managed in accordance with, and implements, the Business Plan; and
- (c) the Company updates the Business Plan annually.

5 Meetings of the Shareholders

- (a) The quorum for a general meeting of all Shareholders shall be Shareholders who together hold more than 75% of the Shares on issue.
- (b) If a quorum is not present at a general meeting of all Shareholders within one hour from the time specified in the relevant notice of meeting, the meeting is adjourned to the same time and place on the next business day.
- (c) The person or persons referred to in clause 5(a) may be personally present at the general meeting or present by proxy, attorney or representative under section 249 of the Corporations Act.

6 Special Majority Approval

6.1 Special Majority Approval of Directors

The Company must not do, or commit to do, any of the things listed in Schedule 4 without the Special Majority Approval of Directors.

6.2 Special Majority Approval of Shareholders

The Company must not do, or commit to do, any of the things listed in Schedule 5 without the Special Majority Approval of Shareholders.

6.3 Other consents required

Clauses 6.1 and 6.2 are without prejudice to any other consent or approval required under the Corporations Act or the Company's constitution for any matter requiring the Special Majority Approval of Directors or Shareholders.

7 Financial and Other Reporting

7.1 Reports

Subject to clause 8, the Company must provide any financial reports and financial information required by a Shareholder (at the cost of the Shareholder making the request except if all Shareholders agree that the Company will pay the cost), in a form that is satisfactory to the Shareholder.

7.2 Confidentiality

Any information provided by the Company under clause 7.1 is provided subject to clause 19.

8 Accounts and Records

8.1 Regulatory requirements

The Company must ensure that its records and accounting books are:

- (a) kept in accordance with the Corporations Act;
- (b) audited yearly by the Company's auditors; and
- (c) reflect the accounting standards consistently applied.

8.2 Right to Review

Subject to clause 19, after giving at least two Business Days' notice to the Company, each Shareholder who holds 10% or more of the Shares on issue may, during Business Hours through an accountant, agent, consultant or employee of the Shareholder:

- (a) inspect, and take photocopies using the Group's facilities of, all the books, accounts and financial records of the Company; and
- (b) have full access to the Group's facilities,

for the purpose of auditing or valuing the Group or any other reasonable purpose.

The Shareholder must pay any costs of the auditor, valuer or any other person's costs incurred in connection with the audit or valuation.

8.3 Disclosure of Information

A Shareholder may only disclose any information obtained under clause 8.2 in accordance with clause 19.

9 Disclosure by Directors

Subject to clause 19, each Director may disclose any information (confidential or otherwise) about the affairs, finances and accounts of the Company or a Subsidiary that comes into the Director's possession from time to time, to the Shareholder that appointed the Director.

10 Dividend Policy

The Board by Special Majority Approval will determine the dividend and distribution policy of the Company having regard to the Business Plan.

11 Payment Policy

Nothing in this Document prevents a Shareholder from receiving payment from the Company for works or services properly performed or provided by the Shareholder at the request of the Company at an agreed market rate.

12 Issue of Equity Securities**12.1 No Obligation**

A Shareholder is not obliged to subscribe for Equity Securities under this clause 12.

12.2 Pro Rata Offer

Except in relation to an Excluded Issue, if the Board resolves to issue any Equity Securities the Equity Securities must be offered to all Shareholders in accordance with this clause 12.

12.3 Offer

The Board must offer each Shareholder (regardless of the class of Share held by that Shareholder) the number of Equity Securities calculated in accordance with the following formula (Offer):

$$N = \frac{A \times B}{C}$$

where:

- N = the number of Equity Securities to be offered for subscription to the Shareholder.
- A = the total number of Equity Securities proposed to be issued.
- B = the number of Shares held by the Shareholder on the date of the Offer, calculated on the basis and assumption that all Equity Securities held by the Shareholder on the date of the Transfer Notice have been converted into Shares.
- C = the total number of Shares on the date of the Offer, calculated on the basis and assumption that all Equity Securities have been converted into Shares.

12.4 Subscription Notice

The Board must make the Offer to each Shareholder by notice in writing (**Subscription Notice**) stating:

- (a) the total number of Equity Securities available for subscription and the number being offered to each Shareholder;
- (b) the type of Equity Securities being offered; and
- (c) the terms of issue of the Equity Securities.

12.5 Response to Offer

Within 15 Business Days after receiving the Offer, each Shareholder must give notice to the Board stating:

- (a) whether it accepts all or a specified number of Equity Securities contained in its Offer or rejects in full its Offer; and;
- (b) if it wants to subscribe for a greater number of Equity Securities than the number in its Offer, that it offers to subscribe for a specified number of those Equity Securities not subscribed for by other Shareholders under their Offers.

12.6 Failure to Respond

If a Shareholder does not give notice to the Board within the period specified in clause 12.5 of its acceptance or rejection of its Offer, the Shareholder is taken to have rejected its Offer.

12.7 Disposal to Third Parties

If any Equity Securities are not taken up under the Offers, the Board who may allot, grant options over, or otherwise dispose of those Equity Securities:

- (a) first, to any Shareholders that have offered to subscribe for more Equity Securities under clause 12.5(b) (and, if there is competition between them, on a pro rata basis to their acceptances under clause 12.5(a)); and
- (b) secondly, to any person (including a person already holding Shares), at any time within 90 days after the end of the period under clause 12.5 on terms no more favourable than those offered to Shareholders.

12.8 Deed of Accession

The Board may only allot or issue any Equity Securities to a person that is not a Shareholder if the person has executed, and delivered to the

Company, a Deed of Accession (except by way of Excluded Issue under clause 12.9(b)).

12.9 Excluded Issue

Clause 12 (except clauses 12.8 and 12.9) does not apply to:

- (a) an issue of Equity Securities to which all the Shareholders consent;
- (b) an issue of Ordinary Shares in an IPO;
- (c) an issue of Shares under a Reorganisation Event.

13 Sale of Shares - Pre-Emption and Tag Along

13.1 Restriction

A Shareholder must not:

- (a) Transfer any of its Equity Securities without complying with clause 13; or
- (b) Encumber any of its Equity Securities, without the consent of all other Shareholders.

13.2 Deed of Accession

A Transfer of Equity Securities to a person that is not a Shareholder is void and of no effect unless and until the proposed transferee has executed, and delivered to the Company, a Deed of Accession.

13.3 Transfer Notice

A Shareholder wanting to Transfer any of its Equity Securities (**Seller**) must serve each other Shareholder (**Offeree**) on the same day a notice in writing (**Transfer Notice**) (with a copy to the Board) stating:

- (a) that the Seller wants to Transfer a specified number (which may be all or some only of its total holding) of Equity Securities (**Sale Securities**);
- (b) the class or classes of Sale Securities;
- (c) the cash price per Sale Security (**Specified Price**);
- (d) the name of the proposed transferee (if known); and
- (e) any other terms of sale of the Sale Securities.

13.4 Pre-Emption

Each Offeree may buy a number of the Sale Securities calculated in accordance with the following formula:

$$N = A \times \frac{B}{C - D}$$

where

- N = the number of Sale Securities the Offeree may buy.
- A = the total number of Sale Securities.
- B = the number of Shares held by the Offeree, calculated on the basis and assumption that all Equity Securities held by that Offeree on the date of the Transfer Notice have been converted into Shares.

- C = the total number of issued Shares held by all Shareholders on the date of the Transfer Notice, calculated on the basis and assumption that all Equity Securities held by Shareholders have been converted into Shares.
- D = the number of Shares held by the Seller, including the Sale Securities, calculated on the basis and assumption that all Equity Securities held by the Seller have been converted into Shares.

13.5 Response to Transfer Notice

- (a) Within 20 Business Days after receiving a Transfer Notice (**Day 20**), each Offeree must give notice to the Seller (with a copy to the Board) stating:
- (i) whether it accepts all or a specified number of Sale Securities contained in the offer made to it in the Transfer Notice or rejects in full the offer made to it in the Transfer Notice; and
 - (ii) if it wants to buy a greater number of Sale Securities if the other Offerees do not accept in full the offer made to them.

For the avoidance of doubt, each Offeree may only specify a number of Sale Securities under clause 13.5(a)(ii) up to the total number of Sale Securities minus the number of Sale Securities the subject of the Offeree's acceptance under clause 13.5(a)(i).

- (b) Offerees that give notice under clause 13.5(a)(ii) may buy (on a pro rata basis to their acceptances under clause 13.5(a)(i)) Sale Securities that are not agreed to be purchased under clause 13.5(a)(i).

13.6 Completion

If the Offerees agree to buy all Sale Securities the subject of the Transfer Notices, completion of the sale must occur on the third Business Day after Day 20 (**Day 23**), when each Offeree must buy and the Seller must sell the Sale Securities the subject of the Transfer Notice at the Specified Price and (unless otherwise agreed between the Offerees) in the proportions calculated under clause 13.4 adjusted, as applicable, under clause 13.5(a)(ii).

13.7 If Offerees do not agree to buy all Sale Securities

If the Offerees do not agree to buy all Sale Securities under clause 13.6:

- (a) the Board must serve on the Seller notice of details of the acceptances given under clause 13.3 on or before the third Business Day after Day 20 (**Day 23**); and
- (b) the Seller must within five Business Days after Day 20 (**Day 25**), give notice to the Offerees:
 - (i) withdrawing all offers contained in the Transfer Notice; or
 - (ii) advising that the Seller wants to proceed with the sale:
 - (A) to accepting Offerees of that number of Sale Securities for which acceptances have been received, in which case each accepting Offeree must buy and the Seller must sell, within five Business Days after the Offerees receive the

notice, at the Specified Price the number of Sale Securities agreed to buy under clause 13.5(a)(i) plus the number of Sale Securities the accepting Offeree agreed to, and is entitled to, buy under clause 13.5(a)(ii); and/or

- (B) subject to clause 13.9, to a third party of those Sale Securities for which there are no accepting Offerees.

13.8 Sale to a Third Party

If the Seller serves a notice under clause 13.7(b)(ii)(B) then, subject to clause 13.9 (if applicable), the Seller may sell those Sale Securities that are not Transferred to accepting Offerees under clause 13.7(b)(ii)(A) (**Remaining Securities**):

- (a) at any time within 60 Business Days after serving the Transfer Notice;
- (b) at a price per Remaining Security not less than the Specified Price; and
- (c) on terms no more favourable than those offered to the Offerees.

13.9 Tag Along

If a notice under clause 13.7(b)(ii)(B) is for a number of Sale Securities that is equal to or greater than 70% of the total Equity Securities on issue (**Sale Notice**) each Offeree may within 10 Business Days after receiving a Sale Notice give notice (**Tag Along Notice**) to the Seller of its wish to sell on the terms in the Sale Notice all of its Equity Securities.

13.10 Restriction

If an Offeree or Offerees serves or serve a Tag Along Notice to the Seller, the Seller may only sell the Remaining Securities, if at the same time as the sale of the Remaining Securities, all Equity Securities specified in the Tag Along Notice (**Tag Along Securities**) are sold at the Specified Price per security and on the same terms as the Remaining Securities are sold.

13.11 Completion

At completion of the sale of any Equity Securities under this clause 13:

- (a) each buyer must pay the purchase price to each Seller for the Equity Securities that it has agreed to buy from that Seller; and
- (b) each Seller must Transfer title to the Equity Securities it is selling to the buyer free from Encumbrances.

13.12 No Revocation

Subject to clause 13.7(b)(i), a Shareholder may only revoke or withdraw a Transfer Notice or a Sale Notice once served if all other Shareholders consent to the revocation or withdrawal.

13.13 Attorney

Each Shareholder severally and irrevocably appoints any two Directors jointly as its agent and attorney with power to complete the sale as contemplated in clause 13, including the power for any two Directors together to execute all necessary documents to complete the sale on behalf of that Shareholder.

13.14 Permitted Transfers

Clause 13 (except clauses 13.2 and 13.14) does not apply to:

- (a) a Transfer by a Shareholder under an offer for sale of Shares in conjunction with an IPO; or
- (b) a Transfer by a Shareholder to an Affiliate of the Shareholder.

14 Compulsory offer on death

14.1 Death

- (a) If at any time (**Relevant Time**) a Shareholder who is an individual or a Controlling Individual of a Shareholder dies or is unable to exercise rights as a shareholder due to incapacity, the Shareholder (or its estate) (**Deceased/Incapacitated Shareholder**) must immediately give the Company notice of the fact (**Death/Incapacity Notice**).
- (b) With effect from the Relevant time that the Deceased/Incapacitated Shareholder immediately loses any right it may have to appoint a Director under paragraph 1.2 of Schedule 3, and must ensure any Director/s appointed by it resign or are removed from the Board immediately.
- (c) The Deceased/Incapacitated Shareholder may serve a notice to the Company offering for the Company to buy back all of its Shares (**Sale Securities**) (**Sale Offer**) and the Company may, to the extent it is permitted by law, buy back the Shares of that Shareholder at a cash price per Sale Security determined in accordance with clause 14.2.
- (d) If the Deceased/Incapacitated Shareholder makes a Sale Offer and the Company does not undertake a buy-back of the Shares of the Deceased/Incapacitated Shareholder in accordance with paragraph (b) within 30 days of the Death/Incapacity Notice, then the Deceased/Incapacitated Shareholder may give each other Shareholder and the Company notice offering (**Offer**) to sell all of its Sale Securities at a cash price per Sale Security determined in accordance with clause 14.2 on or before the date which is three Months after the Relevant Time.
- (e) Each offer must remain open for at least one Month.

14.2 Independent Valuation

The Company must, within 10 Business Days after the date of the Death/Incapacity Notice comply with Schedule 7 to obtain an independent valuation of the Sale Securities. The cash price per Sale Security is the value of the Sale Security determined by the independent valuation.

14.3 Provision of Independent Valuation

The Company must give each Shareholder a copy of any independent valuation obtained under clause 14.2 as soon as the Company receives it.

14.4 Purchase price

The purchase price per Sale Security must be paid in cash.

14.5 Completion

Completion of any sale of Sale Securities under clause 14 must be completed within 14 days after an Offer is accepted or the legal requirements of a share buy back have been satisfied and the price per Sale Security has been determined. At that time:

- (a) the accepting Shareholder or the Company (as the case may be) must pay the purchase price to the selling Deceased/Incapacitated Shareholder for the Sale Securities it has agreed to buy; and
- (b) the selling Deceased/Incapacitated Shareholder must Transfer title to the Sale Securities it is selling to the accepting Shareholder or the Company (as the case may be) free from Encumbrances.

14.6 Attorney

Each Shareholder severally and irrevocably appoints any two Directors jointly as its agent and attorney with power to complete the sale as contemplated in this clause 14, including the power for any two Directors together to execute any necessary documents to complete the sale on behalf of that Shareholder.

15 Sale of Share Capital

15.1 Third Party Offer

If the Company or a Shareholder receives an offer from a bona fide buyer of the Share Capital (**Offeror**), it may give each other party notice, on behalf of the Offeror (**Offer Notice**). An Offer Notice must state:

- (a) the purchase price for the Share Capital;
- (b) the proposed settlement date (**Settlement Date**);
- (c) the name of the Offeror; and
- (d) any other terms of the offer.

15.2 Drag Along

If Shareholders holding together more than 70% of the Shares on issue accept the offer contained in the Offer Notice, those Shareholders voting in favour of the offer may instruct the Company to give each other Shareholder notice (**Drag Along Notice**):

- (a) stating the decision of those Shareholders; and
- (b) requiring each other Shareholder to sell all their Shares to the Offeror on the terms contained in the Offer Notice at the same time as the Shareholders accepting the offer sell all of their Shares to the Offeror.

15.3 Obligation to Complete

If the Shareholders decide by Special Majority Approval to accept the offer in the Offer Notice, a Shareholder may not serve a Transfer Notice under clause 13.3 or do anything which prevents completion of the sale occurring on the Settlement Date.

15.4 Settlement Date

On the Settlement Date:

- (a) each Shareholder must deliver to the Offeror title to all of its Shares free from Encumbrances;
- (b) the Company must receive on behalf of all Shareholders the total purchase price from the Offeror; and
- (c) the Company must account to the Shareholders for the total purchase price on the same basis as amounts available for distribution would be distributed on a winding up under the Company's constitution.

15.5 Attorney

Each Shareholder and the Company severally and irrevocably appoints any two Directors jointly as its agent and attorney with power to complete the sale as contemplated in clause 15 (including the power for any two Directors together to execute all necessary documentation to complete the sale on behalf of that Shareholder or the Company (as the case may be)).

16 Default

16.1 Events of Default

An event of default occurs in relation to a Shareholder if:

- (a) the Shareholder breaches this Document and:
 - (i) does not remedy the breach within 30 days after receiving a notice of the breach from a party requesting the breach to be remedied; or
 - (ii) the breach is incapable of being remedied; or
- (b) an Insolvency Event occurs in relation to the Shareholder.

16.2 Consequence of Default

If an event of default occurs in relation to a Shareholder (**Defaulting Party**), at the election of a party by giving notice to all parties:

- (a) all rights attaching to Equity Securities held by the Defaulting Party are suspended until the default is remedied (and, if the default is not capable of remedy, are suspended indefinitely); or
- (b) the Defaulting Party is taken to have given an irrevocable Transfer Notice under clause 13.3 on the date on which the event of default occurred, in respect of all Equity Securities held by it (**Sale Securities**) at a cash price per Sale Security determined in accordance with clause 16.3. Clause 13, except clause 13.3(c), applies mutatis mutandis to the transfer.

16.3 Independent Valuation

- (a) Within 10 Business Days after receiving notice from a party that an event of default has occurred in relation to the Defaulting Party, the Company must comply with Schedule 7 to obtain an independent valuation of the Sale Securities.
- (b) The cash price per Sale Security will be 60% of the cash price per Sale Security determined by the independent valuation in accordance with clause 16.3(a).

16.4 Provision of Independent Valuation

The Company must give the Defaulting Party and each other Shareholder a copy of the independent valuation as soon as the Company receives it.

16.5 Other Remedies

Clause 16.2 is in addition to and not to the exclusion of any other right or remedy the other parties may have against a Defaulting Party.

17 Warranties Regarding Capacity and Status

Each party represents to each other party that each of the following statements is true and accurate as at the date of this Document:

- (a) if it is a corporate entity, it is validly existing under the laws of its place of incorporation;
- (b) it has the power to enter into and perform its obligations under this Document and to carry out the transactions contemplated by this Document;
- (c) it has taken all necessary action to authorise its entry into and performance of this Document and to carry out the transactions contemplated by this Document; and
- (d) its obligations under this Document are valid and binding and enforceable against it in accordance with their terms.

18 Trustees

18.1 Application

Clause 18 applies if a party (**Trustee**) is the trustee of a trust (**Trust**) and the Trust has been disclosed for this purpose to the parties.

18.2 Limited Capacity

The Trustee enters into this Document only in its capacity as trustee of the Trust and in no other capacity. Any liability arising under or in connection with this Document is limited to, and can be enforced against the Trustee only to, the extent to which it can be satisfied out of the assets of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite another provision of this Document and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Document.

18.3 Limited Rights to Sue

A party may not sue the Trustee in any capacity except as trustee of the Trust, including to seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator, or any similar person to the trustee or prove in any liquidation, administration or arrangement of or affecting the trustee (except in relation to property of the Trust).

18.4 Exceptions

Clause 18 does not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the deed governing the Trust or by operation of law there is a reduction in the extent of the

trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

18.5 Limitation on Authority

No attorney, agent, receiver or receiver and manager appointed in accordance with this Document has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability, and no act by, or omission of, any of those persons is fraud, negligence or breach of trust of the Trustee for the purpose of clause 18.4.

19 Confidentiality and Announcements

19.1 Confidentiality Obligations

Each party must:

- (a) use the Confidential Information only for the purposes of the Business or to make decisions regarding its investment in the Company;
- (b) keep the Confidential Information confidential and not disclose it or allow it to be disclosed to a third party except:
 - (i) with the prior written approval of the other parties; or
 - (ii) to officers, employees and consultants or advisers of the party (or its related bodies corporate) who have a need to know (and only to the extent that each has a need to know) and are aware that the Confidential Information must be kept confidential; and
- (c) take or cause to be taken reasonable precautions necessary to maintain the secrecy and confidentiality of the Confidential Information.

19.2 Announcements

No announcement, press release or other communication of any kind relating to the negotiations of the parties or the subject matter or terms of this Document must be made or authorised by or on behalf of a party without the prior written approval of each other party unless that announcement, press release or communication is required to be made by law or any order of any court, tribunal, authority or regulatory body.

19.3 Exceptions

The obligations of confidentiality under this Document do not extend to information (whether before or after this Document is executed):

- (a) disclosed to a party, but at the time of disclosure is rightfully known to or in the possession or control of the party and not subject to an obligation of confidentiality on the party;
- (b) that is public knowledge (except because of a breach of this Document or any other obligation of confidence);
- (c) required to be disclosed by law or any order of any court, tribunal, authority or regulatory body or in connection with the enforcement of this Document or by the rules of a Stock Exchange; or
- (d) a Shareholder wishes to disclose to an adviser of the Shareholder if the disclosure is made on a confidential basis.

20 Restraint

20.1 Definition

In this clause 20, **engage in** means to carry on, participate in, provide finance or services, or otherwise be directly or indirectly involved as a shareholder, unitholder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier.

In this clause 20, a reference to the **Business** is to the Business as at the date when the relevant Shareholder stops being a Shareholder.

20.2 Prohibited Activities

Each Shareholder undertakes to the Company and each other Shareholder that it will not, and it will procure that any of its Controlling Individuals will not:

- (a) engage in a business or an activity that is:
 - (i) the same or similar to the Business or any material part of the Business; and
 - (ii) in competition with the Business or any material part of the Business;
- (b) solicit, canvass, approach or accept an approach from a person who was at any time during the six months ending on the date when the Shareholder stops being a Shareholder, a customer of the Group with a view to obtaining their custom in a business that is the same or similar to the Business and is in competition with the Business;
- (c) interfere with the relationship between the Group and its customers, employees or suppliers;
- (d) induce or help to induce an employee of the Group to leave their employment.

20.3 Duration of Prohibition

The undertakings in clause 20 begin when the Shareholder becomes a Shareholder, and end:

- (a) 12 months after the date when the Shareholder stops being a Shareholder;
- (b) 6 months after the date when the Shareholder stops being a Shareholder.

20.4 Geographic Application of Prohibition

The undertakings in clause 20.2 apply only if the activity prohibited by clause 20.2 occurs within:

- (a) the United States of America;
- (b) the United Kingdom;
- (c) Australia and New Zealand;
- (d) Australia;
- (e) New South Wales, South Australia, Victoria, Tasmania, Western Australia and Queensland;
- (f) New South Wales, Western Australia, Tasmania, Queensland and Victoria;

- (g) New South Wales, Queensland, Tasmania and Western Australia;
- (h) New South Wales and Queensland;
- (i) New South Wales.

20.5 Interpretation

Clauses 20.2, 20.3 and 20.4 have effect together as if they consisted of separate provisions, each being severable from the other. Each separate provision results from combining each undertaking in clause 20.2, with each period in clause 20.3, and combining each of those combinations with each area in clause 20.4. If any of those separate provisions is invalid or unenforceable for any reason, the invalidity or unenforceability does not affect the validity or enforceability of any of the other separate provisions or other combinations of the separate provisions of clauses 20.2, 20.3 and 20.4.

20.6 Exceptions

This clause 20 does not restrict a Shareholder from:

- (a) performing any employment agreement with the Group;
- (b) holding 5% or less of the shares of a listed company;
- (c) holding Equity Securities in the Company; or
- (d) recruiting a person through a recruitment agency (except if the agency targets employees of the Group) or in a response to a newspaper, web page or other public employment advertisement.

20.7 Acknowledgments

Each Shareholder acknowledges that:

- (a) all the prohibitions and restrictions in this clause 20 are reasonable in the circumstances and necessary to protect the goodwill of the Business;
- (b) damages are not an adequate remedy if the Shareholder breaches this clause 20; and
- (c) the Company or another Shareholder may apply for injunctive relief if:
 - (i) the Shareholder breaches or threatens to breach this clause 20; or
 - (ii) the Company or the other Shareholder believes the Shareholder is likely to breach this clause 20.

21 Dispute resolution

21.1 Dispute resolution before legal proceedings

A party must not:

- (a) commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute between any parties in connection with this Document unless the dispute has been referred for resolution in accordance with this clause 21;
- (b) oppose an application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this clause 21.

21.2 Referral to Controlling Individual

If a dispute arises between any parties in connection with this Document, one of them may give the other party (or parties) a notice of the dispute. Each party to the dispute must immediately refer the dispute to its Controlling Individual. The Controlling Individuals must endeavour to resolve the dispute as soon as possible and in any event within five Business Days (or any other period agreed by them) after the date on which the dispute is referred to them.

21.3 Submission to mediation

If a dispute is not settled by negotiation between the Controlling Individuals, it must be submitted to mediation. Each party must endeavour in good faith to settle the dispute by mediation administered by the Australian Disputes Centre (**ADC**) before resorting to litigation.

21.4 Terms of mediation

A dispute submitted to mediation must be dealt with in the following manner:

- (a) the mediation must be conducted in accordance with the ADC Commercial Mediation Guidelines and the terms of those guidelines are treated as incorporated in this Document (including those which set out the procedures to be adopted, the process of selection of the mediator and the costs involved);
- (b) the mediation is to be held in a location as agreed between the parties;
- (c) the mediator is to assist the parties to resolve the dispute;
- (d) each party may be represented by a qualified legal practitioner at the mediation;
- (e) any determination of the mediator is not binding on the parties.

21.5 Continued performance

Each party must continue to perform its obligations under this Document even if there is a current dispute (whether or not the dispute has been referred to mediation).

21.6 Clause not affected by termination

This clause survives termination of the Document.

21.7 Confidentiality

Each party acknowledges that information (including any offer of settlement) or documents disclosed during the dispute resolution process are disclosed solely to attempt to settle a dispute. Accordingly:

- (a) each party must treat as confidential all such information and documents; and
- (b) no party may use any such information or documents for any purpose other than attempting to settle the dispute.

However, a party may disclose any such information or documents if required by law, by an order of a court, tribunal or authority, by a regulatory body or by the rules of a stock exchange.

22 Termination

22.1 Automatic Termination

This Document terminates automatically:

- (a) if all parties agree;
- (b) in respect of a Shareholder, if it stops holding, directly or indirectly, any Shares (at which time the Shareholder has no further rights or obligations under this Document, except under clauses 19, 20 and 22.2);
- (c) if the Company is wound up by an order of a Court;
- (d) if there is an IPO in respect of the Company, on the day the shares offered in the IPO are allotted or transferred (or both);
- (e) if there is an agreement to sell all of the Shares, on the day that agreement is completed; or
- (f) if any Shareholder becomes the sole holder of the Share Capital, on the day it so becomes.

22.2 Accrued Rights

Termination of this Document is without prejudice to any accrued rights of the parties.

23 GST

23.1 Definitions

In this clause 23:

- (a) expressions which are not defined, but which have a defined meaning in the GST Law, have the same meaning; and
- (b) references to GST payable or an input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

23.2 Consideration is exclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this document are exclusive of GST.

23.3 Recipient to pay an additional amount

If GST is imposed on any supply made under or in accordance with this document, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply,

23.4 Timing of GST payment

Subject to clause 23.5, the recipient must pay the additional amount referred to in clause 23.3 at the same time as payment for the taxable supply is required to be made under or in accordance with this document.

23.5 Tax invoice

The supplier must deliver a tax invoice or an adjustment note to the recipient at or before the time of the payment under or in accordance with this document before the supplier is entitled to payment of an additional

amount under clause 23.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

23.6 Reimbursement

If this document requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (**reimbursable expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

23.7 Adjustment events

If at any time an adjustment event arises in respect of any supply made by a party under this document, a corresponding adjustment must be made between the parties in respect of any amount paid to the supplier by the recipient pursuant to clause 23.3 and payments to give effect to the adjustment must be made and the supplier must issue an adjustment note.

24 Agreement is Paramount

This Document prevails over any inconsistent clause in the Company's constitution. The Shareholders must amend the constitution to remove the inconsistency as soon as they become aware of it.

25 Notices

25.1 Form and delivery

A communication under this Document (such as a notice, demand, consent, waiver or approval) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender;
- (b) marked for attention as specified under the recipient's details at the beginning or in Schedule 1 of this Document as applicable, but, if the recipient has notified a different *Attention* detail for the purposes of this Notices clause, it must be marked for attention as last so notified; and
- (c) hand delivered, sent by prepaid post, or emailed to the recipient's address for notices specified in the details at the beginning of this Document, but, if the recipient has notified a different address for the purposes of this Notices clause, it must be delivered, sent, or emailed to the last address so notified.

25.2 When effective

A communication given in accordance with clause 25.1 (*Form and delivery*) takes effect when it is taken as received (or at any later time specified in it).

25.3 When received

- (a) A communication that complies with clause 25.1 (*Form and delivery*) and is:
 - (i) hand delivered, is taken as received on delivery;

- (ii) sent by prepaid post, is taken as received on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
 - (iii) sent by email, is taken as received at the time stated in the 'Sent' line in the header of the sender's copy of the email unless the sender receives a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted.
- (b) However, if, without this clause 25.3(b), a communication would otherwise be taken as received:
 - (i) on a day that is not a Business Day; or
 - (ii) after 5.00 pm on a Business Day,it is taken as received at 9.00 am on the next Business Day.

26 Miscellaneous

26.1 Counterparts

This Document may be executed in counterparts (that is, separate copies of the same document, each signed by one or more parties). All executed counterparts constitute one deed.

26.2 Further action

Each party must do everything reasonably necessary (including executing documents, obtaining consents and getting documents completed and executed) to give full effect to this Document and the transactions contemplated by it. These things must be done at the relevant party's own expense.

26.3 Variations and waivers only in writing

- (a) This Document may only be varied (including varying the parties by novation) or supplemented in writing signed by each party.
- (b) A right created under this Document may only be waived in writing signed by the party giving the waiver.
- (c) An electronic signature or an electronic communication is not sufficient for the purposes of this clause 26.3 (*Variations and waivers only in writing*).

26.4 Exercising rights and giving consents

- (a) Without limiting clause 26.3(b) (*Variations and waivers only in writing*), a party does not waive a right or remedy if it fails to exercise the right or remedy or delays in exercising the right or remedy. A single or partial exercise of a right or remedy does not prevent another or further exercise of that or another right or remedy.
- (b) A party may exercise a right or remedy in any way it sees fit (including by imposing conditions), except where this Document expressly states otherwise. However, a party must not unreasonably withhold its consent or impose unreasonable conditions in connection with a consent, except where this Document expressly states otherwise.

26.5 Assignment

A party is not entitled to assign a right under this Document without the prior written consent of the other parties. A purported assignment in breach of this clause 26.5 (*Assignment*) is void. A party breaches this Document if it attempts or purports to assign a right other than in accordance with this clause.

26.6 This Document and the general law

- (a) A party's rights and remedies under this Document are in addition to other rights and remedies given by law independently of this Document.
- (b) A party's rights and obligations under this Document are not affected by anything which might otherwise affect them at law.

26.7 Certain things not affected by termination

- (a) Termination or expiry of this Document does not prevent a party from acquiring rights in connection with an act or omission occurring before termination or expiry nor does it affect rights that have accrued on or before termination or expiry.
- (b) Any obligation of confidentiality arising in connection with this Document is independent and survives termination or expiry of this Document. This applies whether or not the obligation is expressed in this Document.
- (c) Any other term which, by its nature, is intended to survive termination or expiry of this Document survives such termination or expiry.

26.8 No merger

The rights and obligations of the parties under this Document do not merge on completion of any transaction contemplated by this Document (including by the execution of any document which is contemplated by this Document and consistent with it).

26.9 Severability and reading down

- (a) If a provision of this Document would otherwise be illegal, void or unenforceable or impose an obligation or liability that is prohibited by law, the provision is to be read down to the extent necessary to be enforceable or to comply with the law whilst still largely reflecting the parties' commercial intentions as apparent from this Document.
- (b) If clause 26.9(a) is not possible, the Document is to be read as if the provision was omitted.
- (c) In either case, the remaining provisions of this Document continue in force.
- (d) This clause does not apply to an essential provision, to a provision that relates to the consideration under this Document or to one of two or more provisions that can reasonably be interpreted as being intended to operate reciprocally or not at all.

26.10 No relationship

Except where this Document expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties and no party has authority to act on behalf of, or bind, another party.

26.11 Costs and stamp duty

Each party must pay its own costs, charges and expenses in connection with this Document. The Company must pay any stamp or other duty or similar tax (together with related fines, penalties and interest) in connection with this Document.

26.12 Entire agreement and no reliance

- (a) This Document constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements, promises or understandings between the parties in connection with its subject matter.
- (b) Each party warrants that:
 - (i) it has been given ample opportunity to obtain independent legal advice in relation to the terms of this Document and to negotiate the terms of this Document;
 - (ii) it has not been provided with any legal, financial or other advice in connection with this Document by any other party to the Document;
 - (iii) it enters into this Document relying only on the Document itself and the party's own investigations (including independent advice received by it); and
 - (iv) (without limiting clause 26.12(b)(iii)), in entering into this Document, it does not rely on any representation or warranty made by or on behalf of another party in relation to this Document (including during the negotiations leading up to this Document) other than those contained in the Document itself.
- (c) No party is liable for any negligent misrepresentation made in connection with the negotiations leading up to this Document.

26.13 Serving documents

A document in a court action may be served on a party by being left at or delivered to that party's by hand or postal address specified under their details at the beginning of this Document, or, if the party has notified a different address for the purposes of clause 25 (*Notices*), it may be left at or delivered to the last address so notified. This does not prevent any other method of service.

26.14 Time

The time for a party to comply with an obligation is not of the essence, unless this Document expressly states otherwise.

26.15 Governing law and jurisdiction

This Document is governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Schedule 1 Shareholders

Name	Sea Dreaming Pty Limited ATF Sea Dreaming Trust ACN 108 966 374	
Notice details	Post/by hand	111 Darley Road, Manly, NSW 2095
	Email	sburrige@implementedportfolios.com.au
	Attention	Santi Burrige

Name	Voyager Co Pty Ltd ATF Kristi C Family Trust ACN 120 101 537	
Notice details	Post/by hand	Unit 2, 5 Cove Avenue, Manly, NSW 2095
	Email	kristi.conacher@treystawealth.com.au
	Attention	Kristi Conacher

Name	Froggy 42 Pty Ltd ATF The Froggy Trust ACN 161 045 610	
Notice details	Post/by hand	Level 20, 60 Margaret Street, Sydney NSW 2000
	Email	mark.nagle@treystawealth.com.au
	Attention	Mark Nagle

Name	D&K Horton Pty Ltd ATF D&K Horton Trust ACN 612 512 197	
Notice details	Post/by hand	Unit 56, 52-54 McEvoy Street, Waterloo, NSW 2017
	Email	danielle_horton@outlook.com
	Attention	Danielle Horton

Name	Ray Jaramis ATF White Hart Holdings Trust	
Notice details	Post/by hand	Unit 5, 8 Archibald Avenue, Waterloo, NSW 2017
	Email	ray.jaramis@treystawealth.com.au

Name	IA Advice Pty Ltd ACN 165 695 143	
Notice details	Post/by hand	Level 10, 60 Carrington Street, Sydney NSW 2000
	Email	kristi.conacher@treystawealth.com.au
	Attention	Kristi Conacher
Name	Implemented Portfolios Limited ACN 141 881 147	
Notice details	Post/by hand	Level 10, 60 Carrington Street, Sydney NSW 2000
	Email	iwhite@implementedportfolios.com.au
	Attention	Ian White
Name	GMBH Consulting Pty Ltd ATF GMBH Consulting Trust ACN 634 069 417	
Notice details	Post/by hand	'L22 Australia Sq' 264-278 George Street, Sydney NSW 2000
	Email	aaron.greaves@omniwealth.com.au
	Attention	Aaron Greaves
Name	Bullani Enterprises Pty Ltd ATF Brent Fairhead Family Trust ACN 166 643 465	
Notice details	Post/by hand	Level 2 15 Ogilvie Road. Mount Pleasant WA 6153
	Email	Brent@lawrencegroup.net.au
	Attention	Brent Fairhead
Name	Collins SBA Holdings Pty Ltd ACN 616 056 958	
Notice details	Post/by hand	29 Murray Street, Hobart TAS 7000
	Email	jelliot@collinssba.com.au
	Attention	Jonathan Elliot

Name	JHSC Pty Ltd ATF JN & HA Wortley Family Trust ACN 139 232 018	
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Notice details	Post/by hand	54 Gordon Street Mackay, QLD 4740
	Email	james@efsmackay.com.au
	Attention	James Wortley

Name	J & H Wortley Superannuation Fund Pty Ltd ATF J & H Wortley Superannuation Fund ACN 169 218 955	
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Notice details	Post/by hand	10 Wrights Road, Glenella QLD 4740
	Email	james@efsmackay.com.au
	Attention	James Wortley

Name	MYLAHA Pty Ltd ATF Jampat Family Trust ACN 169 218 955	
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Notice details	Post/by hand	Unit 2 8, Prudhoe Street, East Mackay QLD 4740
	Email	scott@efsmackay.com.au
	Attention	Scott Jamieson

Name	Jamieson Family Superannuation Fund Pty Ltd ATF Jamieson Family Superannuation Fund ACN 618 307 047	
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Notice details	Post/by hand	Unit 2 8, Prudhoe Street, East Mackay QLD 4740
	Email	scott@efsmackay.com.au
	Attention	Scott Jamieson

Name	Philip Pilgrim ATF Pilgrim Superannuation Fund	
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Notice details	Post/by hand	Suite 9 60, Macgregor Terrace, Bardon QLD 4065
	Email	ppilgrim@implementedportfolios.com.au

Name	Nocturne Enterprises Pty Ltd ATF The Ecential Financial Services Trust ACN 102 236 466	
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Notice details	Post/by hand	Suite 9 60, Macgregor Terrace, Bardon QLD 4065
	Email	ppilgrim@implementedportfolios.com.au
	Attention	Philip Pilgrim

Name	Old Trafford Investments Pty Ltd ATF The Old Trafford Trust ACN 102 236 466	
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Notice details	Post/by hand	16 Kensington Street, Waterloo NSW 2017
	Email	adam.drinkwater@treystawealth.com.au
	Attention	Adam Drinkwater

Name	Fairtop Enterprises Pty Ltd as trustee for Kysumbo Family Superannuation Fund ACN 066 797 251	
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Notice details	Post/by hand	4 Palmer Street, Attadale WA 6156
	Email	Brent@lawrencegroup.net.au
	Attention	Brent Fairhead

Name	Santiago Burridge and Kayleen Thomas ATF The Sea Dreaming Superannuation Fund	
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Notice details	Post/by hand	Level 10, 60 Carrington Street, Sydney NSW 2000
	Email	sburridge@implementedportfolios.com.au
	Attention	Santiago Burridge

Name	AMG Superannuation Pty Ltd ATF AMG Super ACN 146 562 763	
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Notice details	Post/by hand	'L22 Australia Sq' 264-278 George Street, Sydney NSW 2000
	Email	aaron.greaves@omniwealth.com.au
	Attention	Aaron Greaves

Name	Haluti Pty Ltd ATF The Kidd Family Superannuation Fund ACN 614 180 399	
Notice details	Post/by hand	38 Bruce Street, Stanmore NSW 2048
	Email	matt.kidd@omniwealth.com.au
	Attention	Matthew Kidd

Schedule 2 Share Capital

Registered Shareholder	Controlling Individual	Type of Shares	Number of Shares	% of total issued capital
Sea Dreaming Pty Limited ATF Sea Dreaming Trust	Kaylene Thomas	Ordinary	310,000	3.24%
Voyager Co Pty Ltd ATF Kristi C Family Trust	Kristi Mary Catherine Conacher	Ordinary	240,000	2.51%
IA Advice Pty Ltd	Kristi Conacher Santiago Burridge	Ordinary	100,000	1.05%
Froggy 42 Pty Ltd ATF The Froggy Trust	Mark Nagle	Ordinary	270,000	2.82%
D&K Horton Pty Ltd ATF D&K Horton Trust	Danielle Horton	Ordinary	60,000	0.63%
Ray Jaramis ATF White Hart Holdings Trust	Ray Jaramis	Ordinary	20,000	0.21%
Implemented Portfolios Limited	Ian White	Ordinary	3,125,000	32.68%
GMBH Consulting Pty Ltd ATF GMBH Consulting Trust	Aaron Greaves	Ordinary	625,000	6.54%
Bullani Enterprises Pty Ltd ATF Brent Fairhead Family Trust	Brent Fairhead	Ordinary	625,000	6.54%
Collins SBA Holdings Pty Ltd	Jonathan Elliot	Ordinary	625,000	6.54%
JHSC Pty Ltd ATF JN & HA Wortley Family Trust	James Wortley	Ordinary	406,250	4.25%
J & H Wortley Superannuation Fund Pty Ltd ATF J & H Wortley Superannuation Fund	James Wortley	Ordinary	625,000	6.54%
MYLAHA Pty Ltd ATF Jampat Family Trust	Scott Jamieson	Ordinary	218,750	2.29%
Jamieson Family Superannuation Fund Pty Ltd ATF Jamieson Family Superannuation Fund	Scott Jamieson	Ordinary	250,000	2.61%
Philip Pilgrim ATF Pilgrim Superannuation Fund	Philip Pilgrim	Ordinary	312,500	3.27%
Nocturne Enterprises Pty Ltd ATF The Ecential Financial Services Trust	Philip Pilgrim	Ordinary	312,500	3.27%

Old Trafford Investments Pty Ltd ATF The Old Trafford Trust	Adam Drinkwater	Ordinary	250,000	2.61%
Fairtop Enterprises Pty Ltd as trustee for Kysumbo Family Superannuation Fund	Brent Fairhead	Ordinary	312,500	3.27%
Santiago Burridge and Kayleen Thomas ATF The Sea Dreaming Superannuation Fund	Santiago Burridge	Ordinary	250,000	2.61%
AMG Superannuation Pty Ltd ATF AMG Super	Aaron Greaves	Ordinary	312,500	3.27%
Haluti Pty Ltd ATF The Kidd Family Superannuation Fund	Matthew Kidd	Ordinary	312,500	3.27%
Total		Ordinary	9,562,500	100%

Schedule 3 Board (clause 4)

1 Board composition

- 1.1 The Board must initially consist of four directors.
- 1.2 For every 15% of the Share Capital held by a Shareholder, that Shareholder has the right to appoint one director to the Board.
- 1.3 The Board must consist of a minimum of three directors and a maximum of five directors appointed by Shareholders under Item 1.2.
- 1.4 Each Shareholder may remove and replace any Director appointed by it.
- 1.5 Each Shareholder must give the Company notice of each appointment and removal of a Director under paragraph 1.2 or 1.3. Any appointment or removal takes effect at the time the notice is given to the Company.
- 1.6 If a Shareholder loses its right to appoint a Director under paragraph 1.2, the Shareholder must ensure any Director appointed by it is immediately removed.
- 1.7 A Director may appoint an alternate Director to act as Director in his or her absence, provided that the appointment of the alternate Director is not reasonably challenged by the majority of the other Directors on competency grounds.

2 Quorum

- 2.1 The quorum for a Board meeting is:
 - (a) three Directors if three or more Directors are appointed at the time of the Board meeting;
 - (b) two Directors if there are two Directors appointed at the time of the Board meeting; or
 - (c) one Director if there is only one Director appointed at the time of the Board meeting.

3 Voting

- 3.1 At a Board meeting, each Director may exercise one vote.
- 3.2 At a Board meeting, decisions must be decided by simple majority vote, except those requiring Special Majority Approval.
- 3.3 At a Board meeting, the chairman does not have a casting vote in addition to any deliberative vote he or she has.

4 Frequency of Board Meetings

A Board meeting must be held at least four times each Financial Year as set by the chairman, except if the Shareholders agree otherwise.

5 Location of Meetings

As far as practicable each Board meeting must be held at the same location.

6 Notice

Written notice of a Board meeting must be given to all Directors at least five days before the Board meeting, except if all Directors agree otherwise.

7 Board Papers

A notice of a Board meeting must include an agenda and a copy of all papers to be considered at that meeting.

8 Resolutions

At a Board meeting the Board may only resolve matters specifically referred to in the agenda issued for the meeting, except if all Directors (whether or not present at the meeting) resolve otherwise.

9 Directors remuneration

Fees, costs and expenses of non-executive Directors are:

- (a) in the case of non-executive Directors' fees:
 - (i) subject to paragraph 1 of Schedule 5 payable to each non-executive Director at the rate determined by the Board of the Company;
 - (ii) payable by equal monthly instalments on the last Business Day of each Month; and
 - (iii) reviewed annually in accordance with the Consumer Price Index published from time to time by the Australian Bureau of Statistics; and
- (b) in the case of reasonable expenses associated with or incidental to the discharge of their obligations as directors or otherwise in connection with any business including travelling, hotel and other expenses, reimbursed by the Company within 20 Business Days after it receives a valid tax invoice for those expenses.

Schedule 4 Matters requiring Special Majority Approval of Directors (clause 6.1)

- 1 **(Accounting Standards and principles)** Materially alter the accounting standards or principles previously adopted by the Company for the preparation or presentation of any individual or consolidated financial statements, except if required by law.
- 2 **(Acquisitions)** Acquire securities in another entity by a Group Company.
- 3 **(Acquisitions and disposals)** Acquire or dispose of a company or business (except the Business), except in accordance with the Business Plan.
- 4 **(Assets)** Acquire or dispose of an asset or assets (either tangible or intangible) having a value of \$50,000 or more, except in accordance with the Business Plan.
- 5 **(Auditor)** Appoint or remove the Company's auditor.
- 6 **(Balance date)** Change the balance date or alter the accounting period of the Company.
- 7 **(Borrowing)** Borrow, or accept any financial accommodation of, \$50,000 or more, except in accordance with the Business Plan.
- 8 **(Business Plan and budgets)** Adopt or vary a Business Plan or another operating, capital or cash budget or business financial plan.
- 9 **(Capital expenditure)** Incur capital expenditure of \$50,000 or more in a Financial Year, except in accordance with the Business Plan.
- 10 **(Chairperson and senior management)** Appoint or remove the chairperson of the Company, chief executive officer, chief operating officer or chief financial officer or materially change their role or responsibilities.
- 11 **(Committees of Directors)** Appoint, dissolve or alter the composition of any committee of the Board.
- 12 **(Contracts)** Enter into, terminate, amend, vary, assign, novate, enforce or waive a right under, a contract, except in accordance with the Business Plan.
- 13 **(Disputes)** Commence, conduct or settle any dispute or litigation (including with a tax authority) except debt collection in the ordinary course of business.
- 14 **(Dividends)** Set or change the dividend or distribution policy of the Company, or declare, make or pay a dividend or another distribution.
- 15 **(Employee Share Plan)** Adopt or amend the terms of an employee share plan, employee share option scheme or employee share purchase scheme or any other arrangement that may give employees of the Company the right or entitlement to acquire any Equity Securities.
- 16 **(Employee Shares)** Issue or grant shares or options under an employee share plan, employee share option scheme or employee share purchase scheme or other arrangement referred to in paragraph 22.
- 17 **(Encumbrances)** Encumber an asset or undertaking, except in accordance with the Business Plan.
- 18 **(Equity Securities)** Issue or allot or grant a right to issue or allot Equity Securities

- 19 **(Finance and operating leases)** Enter into a finance or operating lease with a cost of \$50,000 or more per annum, except in accordance with the Business Plan.
- 20 **(Financial assistance)** Provide a loan or other financial assistance to a Director or his or her associates or vary the terms of any loan or other financial assistance previously provided to a Director or his or her associates.
- 21 **(Guarantee)** Give or enter into a guarantee, letter of comfort or performance bond, except in accordance with the Business.
- 22 **(Insurance)** Amend or vary the insurance cover over the Company or the Business or any key man insurance policy.
- 23 **(Loans)** Make a loan or provide credit or other financial accommodation to a person, except in accordance with the Business Plan.
- 24 **(Partnerships and joint ventures)** Enter into, amend or vary a partnership or joint venture.
- 25 **(Power to appoint directors of other corporation)** Appoint or remove a director of a corporation that the Company has the power to appoint or remove.
- 26 **(Shareholder Services)** Approve paid services to be performed by Shareholders.

Schedule 5 Matters requiring Special Majority Approval of Shareholders (clause 6.2)

- 1 **(Bonuses)** Pay any executive, profit or other bonus to a Director, increase the remuneration payable to Directors, except in accordance with the Business Plan.
- 2 **(Change in nature of Business)** Stop carrying on, or materially alter the scale of operations of, the Business or commence any business or operational activity except the Business.
- 3 **(Constitution)** Amend the Company's constitution.
- 4 **(Listing)** Apply to a Stock Exchange for a listing or for quotation of any Shares at any time.
- 5 **(Reorganisation Event)** Undertake or undergo a Reorganisation Event.
- 6 **(Related party transactions)** Enter into a contract or other arrangement with a Director or an associate of a Director.
- 7 **(Remuneration of Directors)** Increase the remuneration payable to Directors, except in accordance with the Business Plan.
- 8 **(Trade sale)** Effect a sale of:
 - (a) the main operating Subsidiaries;
 - (b) all or a substantial part of the Business; or
 - (c) all or substantially all of the assets of the Group.
- 9 **(Winding up)** Take a step to dissolve or wind up the Company.
- 10 **(Issue of Equity Securities)** To issue new Equity Securities.

Schedule 6 Deed of Accession – clauses 12.8 and 13.2

Date

By [INSERT] of [INSERT] (*Acceding Party*)

Background

This deed poll is supplemental to a shareholders agreement dated [INSERT] between [INSERT] and others (*Shareholders Agreement*).

Terms

- 1 The Acceding Party confirms that it has been supplied with a copy of the Shareholders Agreement.
- 2 The Acceding Party covenants with all present parties to the Shareholders Agreement (whether original or by accession) to observe, perform and be bound by all the terms of the Shareholders Agreement to the intent and effect that the Acceding Party is deemed with effect from the date on which the Acceding Party is registered as a Shareholder of the Company to be a party to the Shareholders Agreement.
- 3 The Acceding Party's address for the purposes of the Shareholders Agreement is, until substituted in accordance with the Shareholders agreement:
[INSERT]
- 4 This deed is governed by the laws of New South Wales Australia.

Executed and delivered as a deed

Schedule 7 Independent valuation (clauses 14.2, 16.3)

1 Application of Schedule

This Schedule applies if an independent valuation of any Equity Securities (**Sale Securities**) is required under clauses 14, or 16 of this Document.

2 Defined terms

In Schedule 7:

Fair Value means:

- (a) the dollar figure given by the Independent Valuer; or
- (b) if the Independent Valuer gives a range of figures, the mid point in the range of fair market valuations determined by the Independent Valuer in accordance with this Schedule.

Independent Valuer means the person appointed to value the Sale Securities under paragraph 3.

3 Appointment of Independent Valuer

The Board must:

- (a) appoint, by Special Majority Approval, an independent chartered accountant or an investment bank of good standing; or
- (b) if the Board fails to agree on an appointment, request the President of the Institute of Chartered Accountants in Australia to appoint a member of at least five years standing,

to determine the Fair Value of the Sale Securities, in which case the purchase price for the Sale Securities is the Fair Value amount as certified by the Independent Valuer.

4 Valuation

The Board must instruct the Independent Valuer to determine a range of fair market values for the Sale Securities having regard to all normal share valuation factors as are considered relevant to the Independent Valuer, including the following assumptions:

- (a) there is a willing but not anxious buyer and a willing but not anxious seller;
- (b) a reasonable time is available in which to obtain a sale of the Sale Securities being valued in the open market (and for that purpose 60 Business Days is a reasonable time); and
- (c) there is no discount for minority shareholding or shareholdings, nor a premium for a shareholding that gives the buyer a controlling shareholding.

5 Period of Determination

The Board must use its best endeavours to ensure that the Independent Valuer determines the value of the Sale Securities as soon as practicable but within 30 Business Days after receiving instructions from the Board.

6 Role of Independent Valuer

The Independent Valuer acts as an expert and not as an arbitrator.

7 Independent Valuer's decision

The Independent Valuer's determination is final and binding on all parties to the transaction.

8 Costs

The Company must pay the reasonable costs and expenses of the Independent Valuer.

9 Access to information

The Board must ensure:

- (a) the Independent Valuer has access at all reasonable times to the accounting records and other records of the Group; and
- (b) the officers of the Group give any information or explanations required by the Independent Valuer to value the Sale Securities.

Signing pages


Executed as an agreement

Executed by Finlife Fintech Pty Ltd ACN 610 279 135 in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
890C6F3953CD45F...
Signature of director

Mark Nagle
.....
Name of director – BLOCK LETTERS

DocuSigned by:

.....
738D8BE21DFF4CE...
Signature of director/secretary

Kristi Conacher
.....
Name of director/secretary – BLOCK LETTERS


Executed by Sea Dreaming Pty Limited ACN 108 966 374 ATF Sea Dreaming Trust in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
7CB817B9198E4F7...
Signature of sole director/secretary


Kayleen Thomas
.....
Name of sole director/secretary – BLOCK LETTERS

Executed by Voyager Co Pty Ltd ACN 120 101 537 ATF Kristi C Family Trust in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
735D8BE21DFF4CE...
Signature of sole director/secretary

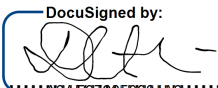
Kristi Conacher
.....
Name of sole director/secretary – BLOCK LETTERS

Executed by Froggy 42 Pty Ltd ACN 161 045 610 ATF The Froggy Trust in accordance with section 127 of the *Corporations Act 2001*

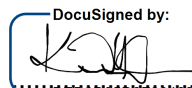
DocuSigned by:

.....
890C6F3953CD45F...
Signature of sole director/secretary

Mark Nagle
.....
Name of sole director/secretary – BLOCK LETTERS

Executed by D&K Horton Pty Ltd ACN 612 512 197 ATF D&K Horton Trust in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
A3AE972650904A6...
Signature of director

Danielle Horton
.....
Name of director – BLOCK LETTERS

DocuSigned by:

.....
BED2D85D8F88468...
Signature of director/secretary

Kiel Horton
.....
Name of director/secretary – BLOCK LETTERS

Executed by IA Advice Pty Ltd ACN 141 881 147 in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
179922697D10102...
Signature of director

Santi Burridge
.....
Name of director – BLOCK LETTERS

DocuSigned by:

.....
735D88E21DF4CE...
Signature of director/secretary

Kristi Conacher
.....
Name of director/secretary – BLOCK LETTERS

Signed by Ray Jaramis ATF White Hart Holdings Trust

DocuSigned by:

.....
4B4EB5CC480C4FE...
Signature


in the presence of:

DocuSigned by:


.....
AAB00EFE0CE2437...
Signature of witness

Camille Jaramis
.....
Full name of witness – BLOCK LETTERS
23/341 Alfred Street North, Neutral Bay 2019
.....
Address of witness (street address not PO Box etc)
Human Resources Business Partner
.....
Occupation of witness

Executed by Implemented Portfolios Limited ACN 141 881 147 in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
A747DB306CAD4DF...
Signature of director

Gregory P Kirk
.....
Name of director – BLOCK LETTERS

DocuSigned by:

.....
659D79CBE09547E...
Signature of director/secretary

Ian White
.....
Name of director/secretary – BLOCK LETTERS

Executed by GMBH Consulting Pty Ltd ACN 634 069 417 ATF GMBH Consulting Trust in accordance with section 127 of the Corporations Act 2001

DocuSigned by:
Aaron Greaves
.....
Signature of director

Aaron Greaves
.....
Name of director – BLOCK LETTERS

DocuSigned by:
Matt Kidd
.....
Signature of director/secretary

Matt Kidd
.....
Name of director/secretary – BLOCK LETTERS

Executed by Bullani Enterprises Pty Ltd ACN 166 643 465 ATF Brent Fairhead Family Trust in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:
Brent Fairhead
.....
Signature of director

Brent Fairhead
.....
Name of director – BLOCK LETTERS

DocuSigned by:
Lani Fairhead
.....
Signature of director/secretary

Lani Fairhead
.....
Name of director/secretary – BLOCK LETTERS

Executed by Collins SBA Holdings Pty Ltd ACN 616 056 958 in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:
Jonathan Elliot
.....
Signature of director

Jonathan Elliot
.....
Name of director – BLOCK LETTERS

DocuSigned by:
Claudia Parsons
.....
Signature of director/secretary

Claudia Parsons
.....
Name of director/secretary – BLOCK LETTERS

Executed by JHSC Pty Ltd ACN 139 232 018 ATF JN & HA Wortley Family Trust in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:
J Wortley
.....
Signature of sole director/secretary

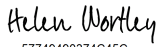
James Wortley
.....
Name of sole director/secretary – BLOCK LETTERS

Executed by J & H Wortley Superannuation Fund Pty Ltd ACN 155 820 803 ATF J & H Wortley Superannuation Fund in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

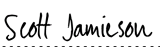
.....
415F2BDD0736470...
Signature of director

James wortley
.....
Name of director – BLOCK LETTERS

DocuSigned by:

.....
57749490974C46C...
Signature of director/secretary

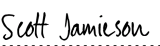
Helen wortley
.....
Name of director/secretary – BLOCK LETTERS

Executed by MYLAHA Pty Ltd ACN 169 218 955 ATF Jampat Family Trust in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
5813360094DE49A...
Signature of sole director/secretary

Scott Jamieson
.....
Name of sole director/secretary – BLOCK LETTERS

Executed by Jamieson Family Superannuation Fund Pty Ltd ACN 618 307 047 ATF Jamieson Family Superannuation Fund in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
5813360094DE49A...
Signature of sole director/secretary

Scott Jamieson
.....
Name of sole director/secretary – BLOCK LETTERS

Signed by Philip Pilgrim ATF Pilgrim Superannuation Fund

DocuSigned by:
Phil Pilgrim
CAB85FE8FE7A4DD...
Signature

in the presence of:

DocuSigned by:
Megan Pilgrim
1AC3FA3EFD877486...
Signature of witness

MEGAN PILGRIM

Full name of witness – BLOCK LETTERS

55 MONARCH PLACE MONS QLD 4556

Address of witness (street address not PO Box etc)

Business Owner

Occupation of witness

Executed by Nocturne Enterprises Pty Ltd ACN 102 236 466 ATF The Ecential Financial Services Trust in accordance with section 127 of the Corporations Act 2001

DocuSigned by:
Phil Pilgrim
CAB85FE8FE7A4DD...
Signature of sole director/secretary

Phil Pilgrim

Name of sole director/secretary – BLOCK LETTERS

Executed by Old Trafford Investments Pty Ltd ACN 102 236 466 ATF The Old Trafford Trust in accordance with section 127 of the Corporations Act 2001

DocuSigned by:
Adam Drinkwater
ED77C8C8C8FD459...
Signature of director

Adam Drinkwater

Name of director – BLOCK LETTERS

DocuSigned by:
Katie Gill
91CB3BEB02C488...
Signature of director/secretary

Katie Gill

Name of director/secretary – BLOCK LETTERS

Executed by Fairtop Enterprises Pty Ltd ACN: 066 797 251 as trustee for Kysumbo Family Superannuation Fund ABN 62 200 877 392 in accordance with section 127 of the Corporations Act 2001

DocuSigned by:
Brent Fairhead
6A04AC6749154E2...
Signature of director

Brent Fairhead

Name of director – BLOCK LETTERS

DocuSigned by:
Lani Fairhead
B0C0FFCA178E4E9...
Signature of director/secretary

Lani Fairhead

Name of director/secretary – BLOCK LETTERS

Signed by Santiago Burrige ATF The Sea Dreaming Superannuation Fund

DocuSigned by:
Santi Burrige
.....
79924637D40402...
Signature

in the presence of:

DocuSigned by:
Isabella Baker
.....
7A0DC88B024E7...
Signature of witness

Isabella Baker
.....
Full name of witness – BLOCK LETTERS
10 Cottenham Avenue Kensington NSW 2033
.....
Address of witness (street address not PO Box etc)
Student / Project Support Officer
.....
Occupation of witness

Signed by Kayleen Thomas ATF The Sea Dreaming Superannuation Fund

DocuSigned by:
Kayleen Thomas
.....
7C8817B9198E4F7...
Signature

in the presence of:

DocuSigned by:
Isabella Baker
.....
7A0DC88B024E7...
Signature of witness

Isabella Baker
.....
Full name of witness – BLOCK LETTERS
10 Cottenham Avenue Kensington NSW 2033
.....
Address of witness (street address not PO Box etc)
Student / Project Support Officer
.....
Occupation of witness

Executed by AMG Superannuation Pty Ltd ACN 146 562 763 ATF AMG Super in accordance with section 127 of the Corporations Act 2001

DocuSigned by:
Aaron Greaves
.....
FC6FE8B685147C...
Signature of director

.....
Signature of director/secretary

Aaron Greaves
.....
Name of director – BLOCK LETTERS


.....
Name of director/secretary – BLOCK LETTERS

Executed by Haluti Pty Ltd ACN 614 180 399 ATF The Kidd Family Superannuation Fund in accordance with section 127 of the *Corporations Act 2001*

DocuSigned by:

.....
Signature of director

Matthew Kidd
.....
Name of director – BLOCK LETTERS

DocuSigned by:

.....
Signature of director/secretary

KIM KIDD
.....
Name of director/secretary – BLOCK LETTERS