DATE

# TERM SHEET FOR INVESTMENT IN PARENTSHIP PTY LTD

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| **Proposed Transaction** | This term sheet (**Term Sheet**) summarizes the principle terms of a proposed Private Placement investment by the Investor into the Company (Proposed Transaction) for the development of the platform and to execute a go to market strategy. |
| **Parties** | Parentship Pty Ltd ACN 627225352 (**Company**)  And **INVESTOR** |
| **Proposed completion date** | On proposed completion date of proposed traction  **22nd March 2021** |
| **Round Size** | The Company is raising **A$500,000** but not less than A$200,000 in new capital through the issue of 1,316 new Ordinary Class shares (New Shares) priced at **A$380** per share representing a pre-money valuation of **A$3,800,000** |
| **Investment** | The investor will make a conditional investment of **A$## for $$ Ordinary Class Shares, equivalent to ##% equity.** |
| **Employee Share Scheme** | On completion of the Proposed Transaction the Company will increase the allocation of the existing employee share scheme with **400** new employee options to a total of **1400** options (unallocated). |
| **Purpose of Capital Raise** | On completion of the Proposed Transaction the Company will hire additional staff to execute the next phase of development to enable to platform to function across all transitions, research and develop additional features; execute a sales strategy; and nurture existing customers to ensure adoption and engagement for growth. |
| **Capital Table** | On the completion of the proposed transaction there will be at total of **10,316** shares in the Company. A current capital table may be requested as part of due diligence information. |
| **Shareholders Agreement** | On or prior to completion, the Investor will sign the Company Shareholders agreement [to be supplied as part of the due diligence process]. Provision of financial information and rights accorded to shareholders is governed by the Shareholders Agreement. |
| **Confidentiality** | The contents of this Term Sheet and the fact that the Investor is considering entering into the Proposed Transaction is strictly confidential to the Investor and may not be disclosed by the Company to anyone other than the Company’s partners, shareholders, directors, employee and professional advisers who have a need to know the information in the course of their duties, and only under terms of strict confidentiality. |
| **Costs** | Each party will bear its own costs and third-party expenses following execution of this Term Sheet including but not limited to expense relating to the negotiation and preparation of the definitive documentation required for the Proposed Transaction |
| **Due Diligence** | The term sheet is not legally binding on any parties and is subject to the satisfactory completion of due diligence and the execution of mutually agreed upon definitive documents. |

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| **Executed by** Parentship PTY LTD, ACN 627225352, in accordance with section 127 of the *Corporations Act 2001* (Cth) by:    Signature of Director    Print name of Director | )  )  ) | Signature of Director/Secretary    Print name of Director/Secretary |
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| **Executed by** [ ], ACN [ ], in accordance with section 127 of the *Corporations Act 2001* (Cth) by:    Signature of Director    Print name of Director | )  )  ) | Signature of Director/Secretary    Print name of Director/Secretary |