
SUBSCRIPTION AGREEMENT

Parties

Vanessa Megan Holdings Pty Ltd ACN 671 628 327 (**Company**)

The person applying for shares in the Company as set out on the CSF Platform (**Subscriber**)

Background

The Company has made an offer (**Offer**) to subscribe for fully-paid ordinary shares in the Company (**Shares**) under the crowd-sourced funding (**CSF**) regime in Part 6D.3A of the *Corporations Act 2001* (Cth) (**Corporations Act**).

In connection with the Offer, the Company published a CSF offer document (**CSF Offer Document**) on the CSF platform operated by the CSF intermediary, Birchal Financial Services Pty Ltd ACN 621 812 646 AFSL 502 618 (**BFS**) (**CSF Platform**).

The Subscriber has agreed to subscribe for Shares, and the Company has agreed to issue the Shares, pursuant to Offer on the terms and conditions of this agreement.

For the avoidance of doubt, BFS and Birchal Pty. Ltd. ACN 616 478 767 (**Birchal**) are not parties to, and are not bound by, the terms of this agreement. BFS' obligations to the Subscriber, and the Subscriber's obligations to BFS, are set out in the BFS Investor Terms & Conditions available at www.birchal.com (**Investor T&Cs**).

Agreement

Application & subscription for Shares

The Subscriber:

- (a) applies for up to the number of Shares at the subscription price set out in the application facility on the CSF Platform (**Application Shares**);
- (b) acknowledges that the Company may accept the application for Application Shares in full or in part; and
- (c) acknowledges that the issue of Application Shares is subject to, and conditional upon, the Company achieving its minimum subscription amount set out in the CSF Offer Document and the otherwise successful completion of the Offer (**Offer Completion**).

Subject to Offer Completion, the Subscriber:

- (a) agrees to pay the total subscription price for the Application Shares in immediately available funds via the CSF Platform and in accordance with the Investor T&Cs;
- (b) agrees to accept the Application Shares;
- (c) agrees to be bound by the Constitution of the Company; and
- (d) authorises the Subscriber's name to be placed on the Company's register of members in respect of the Application Shares.

Issue of Application Shares

If the Company accepts the Subscriber's application for the Application Shares (in full or in part), the Company represents and warrants to the Subscriber, as soon as reasonably practicable following Offer Completion (and subject to receipt of the full subscription price for the Application Shares in cleared funds), the Company will:

- (a) allot and issue the Application Shares to the Subscriber; and
- (b) provide the Subscriber with evidence of the issue of the Application Shares.

Offer Completion simultaneous

The actions to take place by the Subscriber and the Company as contemplated by this agreement are interdependent and must take place, as nearly as possible, simultaneously. However, the parties acknowledge and agree that some of the Company's actions may take place over a reasonable period of time after the Subscriber has paid the subscription price in accordance with the Investor T&Cs.

If one action does not take place as contemplated by this agreement, then without prejudice to any rights available to any party as a consequence there is no obligation on any party to undertake or perform any of the other actions and to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions, including returning documents or repaying amounts.

Subscriber representations and warranties

The Subscriber represents and warrants to the Company that:

- (a) the Subscriber has read the general CSF risk warning available at www.birchal.com and that it is comfortable with the risk and it is able to bear such risk;
- (b) the Subscriber has read the CSF Offer Document;
- (c) the Subscriber has full power and authority to enter into and perform its obligations under this agreement, including to apply and subscribe for the Application Shares and to be a holder of the Application Shares;
- (d) the application for the Application Shares is not a joint application;
- (e) the Subscriber has all necessary authorisations to enter into and perform this agreement, including applying and subscribing for the Application Shares;
- (f) the performance by the Subscriber of this agreement does not contravene any law, agreement or obligation to which the Subscriber is bound;
- (g) if the Subscriber applies for more than \$10,000 of Application Shares, it is a "wholesale client" within the meaning of section 761G of the Corporations Act; and
- (h) it acknowledges that for 12 months from the date of allotment of the Application Shares, it will comply at all times with sub-section 707(3) of the Corporations Act in respect of any sale of the Application Shares.

The above representations and warranties are true as of the date of the Subscriber's application for the Application Shares and will be true as of the date the Company issues the Application Shares to the Subscriber.

The Subscriber acknowledges that the Company has entered into this agreement in reliance upon the Subscriber's representations and warranties to the Company.

The Subscriber's representations and warranties must each be construed independently and are not limited by reference to another representation or warranty.

Company representations and warranties

The Company represents and warrants to the Subscriber that:

- (a) the Company is a corporation duly incorporated and validly existing under the laws of its place of incorporation;
- (b) the Company has full power and authority to enter into and perform its obligations under this agreement;
- (c) no insolvency event has occurred in respect of the Company;
- (d) the Company has or will have all necessary authorisations to enter into and perform this agreement, including the allotment and issue of the Application Shares to the Subscriber;
- (e) the performance by the Company of this agreement complies with its Constitution and does not contravene any law or obligation to which the Company is bound;
- (f) on payment of the subscription price and issue of the Application Shares, the Subscriber will receive full legal and beneficial ownership of the Application Shares free and clear of any encumbrance or claim of any person; and
- (g) other than as set out in the CSF Offer Document, there is no option, right to acquire or encumbrance over or affecting any of the issued or unissued Shares.

The Company's representations and warranties are true as at the date of the CSF Offer Document and the date the Company issues the Application Shares to the Subscriber.

The Company acknowledges that the Subscriber has entered into this agreement in reliance upon the Company's representations and warranties.

The Company's representations and warranties must each be construed independently and are not limited by reference to another representation or warranty.

The Company is not liable to pay for any breach of any representations and warranties if the breach is based on any fact, matter or circumstance that is fairly disclosed in writing in the CSF Offer Document.

The Company has no liability relating to or arising out of a breach of any representation or warranty unless a Subscriber has given written notice of the claim relating to or arising out of the breach to the Company within 24 months after Offer Completion.

The maximum liability of the Company as a result of all claims made by the Subscriber in relation to a breach of any representation or warranty under this agreement or otherwise, is an amount equal to the subscription money plus the Subscriber's total legal fees.

Termination

If Offer Completion does not occur or if the Company does not accept the Subscriber's application for the Application Shares, this agreement will automatically terminate and will be of no force or effect.

General

A party may only assign this agreement or a right under this agreement with the prior written consent of the other party.

This agreement may be only amended in writing signed by each party.

This agreement is governed by the laws of the place of incorporation of the Company and each party submits to the non-exclusive jurisdiction of that place.

Electronic execution

This agreement is legally binding on the Company and the Subscriber and the parties agree to give effect to the transactions and arrangements contemplated by it. The Subscriber and the Company agree for the purposes of the *Electronic Transactions Act 1999* (Cth) to be bound by any agreement reached through electronic means.

BY PUBLISHING THE CSF OFFER DOCUMENT ON THE CSF PLATFORM, THE COMPANY CONFIRMS ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY APPLYING FOR THE APPLICATION SHARES VIA THE CSF PLATFORM, THE SUBSCRIBER CONFIRMS ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

If you do not understand any of the terms set out in this agreement or have any questions in relation to it, please obtain independent legal or professional advice before proceeding.