

SUBSCRIPTION AGREEMENT

Komo Energy Pty Ltd ACN 618 126 622
(the "**Company**")

Komo Energy Pty Ltd CSF Offer (under CSF Offer document dated 17 November 2020) (the "**Offer**")

By applying for shares in the Company under the Offer (the "**Shares**"), you (the "**Subscriber**") and the Company (together the "**Parties**") agree to the following terms and conditions (the "**Subscription Agreement**").

1. STATUS OF BIRCHAL

The Parties acknowledge and agree that Birchal Financial Services Pty Ltd ABN 39 621 812 646 AFSL 502 618 ("**BFS**") and Birchal Pty Ltd ACN 616 478 767 ("**Birchal**") are not parties to this Subscription Agreement.

2. APPLICABLE PROVISIONS

This Subscription Agreement, the Constitution of the Company, BFS Investor Terms and the CSF Offer Document govern the terms and conditions on which the Subscriber agrees to subscribe for the Shares in the Company.

3. BINDING DOCUMENT

This Subscription Agreement is intended to be legally binding, and the Parties agree to give effect to the transactions and arrangements contemplated by it.

4. APPLICATION AND SUBSCRIPTION PRICE

The Subscriber must apply and pay for the Shares via the crowd sourced funding platform operated by BFS, located at www.birchal.com in respect of the Offer (the "**Application Facility**").

5. ISSUE OF SUBSCRIPTION SHARES

The Company must:

- (a) as soon as practical after the successful completion of the Offer, allot and issue the Shares to the Subscriber and provide the Subscriber with:
 - (i) evidence of the issue of the Shares; and
 - (ii) information about how the Subscriber can view the share register.

- (b) as soon as practical after the successful completion of the Offer, or otherwise as specified below in relation to an investment perk, the Company will deliver or fulfil the relevant investment perks in relation to the Subscriber's Shares.

6. SUBSCRIBER REPRESENTATIONS AND WARRANTIES

- (a) The Subscriber represents and warrants to the Company that:
 - (i) the Subscriber has the power and legal authority to enter into and perform its obligations under this Subscription Agreement, and to apply and subscribe for the Shares and to be a holder of Shares;
 - (ii) the Subscriber has taken or will take all necessary action to authorise the application and subscription for the Shares pursuant to this Subscription Agreement; and
 - (iii) if the Subscriber's application for Shares is on behalf of a partnership, trust, corporation or other entity, the Subscriber has been duly authorised to apply for the Shares.
- (b) The above representations and warranties are true as of the date of the Subscriber's application for Shares and will be true as of the date the Company issues the Shares to the Subscriber.
- (c) The Subscriber acknowledges that the Company has entered into this Subscription Agreement in reliance upon the Subscriber's representations to the Company above.

7. COMPANY REPRESENTATIONS AND WARRANTIES

- (a) The Company represents and warrants to the Subscriber that:
 - (i) the Company is a corporation duly incorporated and validly existing under the laws of its place of incorporation;
 - (ii) the Company has the corporate power and legal authority to enter into and perform its obligations under this Subscription Agreement, and to allot and issue the Shares to the Subscriber under this Subscription Agreement;
 - (iii) the Company has taken or will take all necessary corporate and other action to authorise the allotment and issue of the Shares to the Subscriber under this Subscription Agreement;
 - (iv) the allotment and issue of the Shares to the Subscriber will not contravene any provision of the laws of the place of the Company's incorporation;
 - (v) on payment of the subscription price and issue of the Shares, the Subscriber will receive full beneficial ownership of the Shares free and clear of any encumbrance or claim of any person; and
 - (vi) there is no option, right to acquire or encumbrance over or affecting any of the issued or unissued shares of the Company.
- (b) The Company acknowledges that the Subscriber has entered into this Subscription Agreement in reliance upon the Company's representations to the Subscriber above.

8. INVESTMENT REWARDS

Under the Offer, the Subscriber may be entitled to an investment reward. The investment reward that a Subscriber may be entitled to will be dependent on the value of the total of the Shares the Subscriber has applied for.

The table below describes each of the investment perks available under the Offer and provides details how each perk will be delivered or performed. The eligibility for each perk is determined independently of the eligibility for the other perks and an investor may be entitled to multiple perks.

Investment Level / Eligibility	Description of Perk	Delivery / Performance
\$500 or more	<p>Exclusive Investor Hub:</p> <p>You will be invited to join a private social media channel on which we will provide for the next three years bi-monthly live updates on our projects.</p>	<p>You will receive an invitation to a private social media channel (e.g. Facebook) for bi-monthly live updates.</p>
\$1,000 or more	<p>Early Bird WattWatcher:</p> <p>If you are one of the first 100 investors, you will receive a \$100 voucher towards the deployment of a home energy monitoring system (limited to locations within Australia). Investors will have access to the WattWatchers Auditor 6M device at a cost of \$438.90 (including GST) and a gap payment of \$338.90 (including GST) will be required after application of the voucher. The package comes with a 3 year subscription for cellular data and 3 year hardware warranty.</p> <p>You will also have access to the Exclusive Investor Hub.</p>	<p>You will receive a voucher for \$100 towards the cost of the home energy monitoring device and must order the device by 31 January 2021</p> <p>Komo Energy reserves the right to substitute the proposed device with a comparable home energy monitoring device if there is a change in pricing or availability.</p>
\$5,000 or more	<p>Investor Annual Event:</p> <p>You will be invited to an annual evening event with dinner and drinks provided for the next three years. Komo Energy will report about the progress of the scale-up supported by the CSF Funds and invite guest speakers.</p> <p>You will also have access to the Exclusive Investor Hub.</p> <p>You will also participate in the Early Bird WattWatcher.</p>	<p>You will receive an invitation for the event approximately 12, 24 and 35 months after the close of the Offer. Dates, times, locations and speakers are to be confirmed.</p>