

SUBSCRIPTION AGREEMENT

LITT Global Pty Ltd ACN 631 851 511 (the **Company**)

For the offer of fully paid ordinary shares in the Company (**Shares**) by the Company pursuant to the Litt Global Pty Ltd CSF Offer (under CSF Offer document dated 09/03/2020) (the **Offer**)

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

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.

This Subscription Agreement, the Constitution of the Company, BFS Investor Terms and the CSF Offer Document govern the terms and conditions on which you (the **Subscriber**) agree to subscribe for Shares under the Offer.

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

1. Application and subscription price

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

The Subscriber acknowledges and agrees, notwithstanding the Subscriber has applied and paid for Shares under the Offer through the Application Facility:

- (a) the Offer may not ultimately be completed or proceed (if, for example but without limitation, the Company does not receive subscriptions for the minimum investment amount specified in the Offer); or
- (b) the Subscriber may not be issued all of the Shares they have applied and paid for.

If paragraph (a) or (b) above applies, the Subscriber may not be issued some or all of the Shares they have applied for under the Offer (as applicable). It is an express term of the Offer for the Subscriber to be bound to accept a lesser number of Shares allocated to them than applied for if so allocated. The Subscriber will be refunded any excess application monies in due course and without interest.

2. Issue of subscription shares

The Company represents and warrants to the Subscriber as follows:

- (a) As soon as practicable after the successful completion of the Offer, the Company will (subject to clause 1):

- (i) allot and issue to the Subscriber those Shares which the Subscriber has validly applied and paid for under the Application Facility and which have been allocated for issue to the Subscriber by the Company;
 - (ii) provide the Subscriber with evidence of the issue of the Shares; and
 - (iii) provide the Subscriber with information about how the Subscriber can view the Company's share register.
- (iv) As soon as practicable after the successful completion of the Offer, or otherwise as specified below, the Company will (as applicable) deliver or fulfil the relevant investment reward as detailed in clause 7 (**Investment Reward**) to the Subscriber for those Shares issued to the Subscriber under the Offer. The Subscriber acknowledges the Investment Reward which will be provided to the Subscriber will be the Investment Reward which aligns to the number of Shares ultimately issued to the Subscriber under the Offer.

3. Subscriber representations and warranties

The Subscriber represents and warrants to the Company:

- (a) 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;
- (b) the Subscriber has taken or will take all necessary action to authorise the application and subscription for the Shares pursuant to this Subscription Agreement;
- (c) the Subscriber has sought (or has had the opportunity to seek) its own legal and taxation advice for the Offer, the Subscriber's application for Shares under the Offer and the Subscriber's rights and obligations should it become a shareholder of the Company;
- (d) 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; and
- (e) 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.

The Subscriber acknowledges the Company has entered into this Subscription Agreement in reliance upon the Subscriber's representations to the Company above.

4. Company representations and warranties

The Company represents and warrants to the Subscriber:

- (a) The Company is a corporation duly incorporated and validly existing under the laws of its place of incorporation;

- (b) 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;
- (c) 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;

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;

- (d) On payment of the subscription price and issue of the Shares allocated to the Subscriber under the Offer, the Subscriber will receive full beneficial ownership of those Shares free and clear of any encumbrance or claim of any person; and
- (e) Other than in respect of those securities allocated (but not yet issued) under the Company's Performance Rights and Share Options Plan, there is no option, right to acquire or encumbrance over or affecting any of the issued or unissued shares of the Company.

5. Constitution

The Subscriber acknowledges and agrees:

- (a) it has had the chance to review a copy of, and obtain its own independent advice on, the Company's Constitution; and
- (b) upon completion of the Offer and issue of the Shares to the Subscriber, the Subscriber will be bound by the Company's Constitution.

6. Costs

Each party must pay its own costs in relation to the performance of any obligation by the party under this Subscription Agreement. The Company will not be liable to the Subscriber for any costs incurred by the Subscriber, regardless of whether or not the Offer proceeds.

7. Investment Rewards

Under the Offer, the Subscriber may choose (via the Application Facility) an Investment Reward. The Investment Reward a Subscriber may choose will be dependent on the value of the Subscriber's investment under the Offer (being the number of Shares the Subscriber has applied for).

The table below describes each of the Investment Rewards available under the Offer and provides details how each reward will be delivered or performed.

Investment Level	Description of Reward
\$ 200 to \$ 1,999	• An investor badge on your LITT profile letting the community know about your ownership in the business
\$ 2,000 - \$ 4,999	• An investor badge on your LITT profile letting the community know about your ownership in the business • A merchandise pack containing LITT branded products
\$ 5,000 and upward	• An investor badge on your LITT profile letting the community know about your ownership in the business • A merchandise pack containing LITT branded products • Invitation to the Company founder's private party along with other high value investors

For the avoidance of doubt, if the Subscriber applies for an Investment Reward greater than the value of their proposed investment under the Offer, or if the Subscriber ultimately is issued a number of Shares under the Offer which is less than the minimum Investment Level required for a specific Investment Reward chosen by the Subscriber (or for which the Subscriber initially applied for), then the Company will only allocate to the Subscriber the Investment Reward which corresponds with the value of the Subscriber's ultimate investment under the Offer.

8. Further Assurance

Each party acknowledges and agrees to do all things (including executing any document) reasonably required to give effect to this Subscription Agreement.

9. GST

The parties agree the issue of Shares to the Subscriber under the Offer is a financial supply for the purposes of the GST laws under *A New Tax A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all related Acts and any other law related to or in furtherance of the GST, and will not attract a liability to GST or be treated as a taxable supply for GST purposes.

10. Governing Law

This Subscription Agreement will be governed by and construed in accordance with the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the Western Australian Courts for all matters arising in connection with this Subscription Agreement.