
DEED OF WAIVER & CONSENT

Details

Parties	The Company and the Current Shareholders	
Company	Name	RIGHT LANE CONSULTING PTY LTD
	ACN	079 555 847
	Address	Registered office: Level 2, 766 Elizabeth Street, MELBOURNE VIC 3000
Current Shareholders	Name	The parties named in Schedule 1
	Address	As specified in Schedule 1
Recitals	A. The Current Shareholders, at the Execution Date, are: A.1 the holders of all of the issued Shares in the capital of the Company; and A.2 each parties to the Shareholders Agreement. B. The Foundation has offered to purchase the Sale Shares from the Sellers at the Sale Price. C. The Current Shareholders have each: C.1 consented to the Share Transfers; and C.2 agreed to waive their rights under clauses 9.2 and 9.3 of the Shareholders Agreement with respect to the Share Transfers, in accordance with the terms and conditions of this Deed.	
Date of this Deed	See signing page	

OPERATIVE PART

1. DEFINITIONS

The parties agree that the following definitions apply in this Deed unless the context otherwise requires:

- 1.1 In this Deed, unless specified to the contrary, all terms have the same meaning as set out in this Deed or the Shareholders Agreement (as applicable).
- 1.2 **Constitution** means the constitution of the Company.
- 1.3 **Current Shareholders** means the Shareholders whose names are set out in Schedule 1.
- 1.4 **Deed** means this deed, its Recitals and Schedules.

- 1.5 **Dollars or \$** means Australian dollars unless otherwise expressly provided.
- 1.6 **Execution Date** means the date of execution or signature (as the case may be) by the last party to execute or sign (as the case may be) this Deed.
- 1.7 **Pre-Emptive Rights Clauses** means clauses 9.2 and 9.3 (inclusive) of the Shareholders Agreement.
- 1.8 **Sale Price** means the applicable price per Sale Share payable by The Foundation to each applicable Seller as specified in Schedule 2.
- 1.9 **Sale Shares** means the number Shares to be sold and transferred by the Sellers to The Foundation as set out in Schedule 2.
- 1.10 **Sellers** means the Current Shareholders specified as such in Schedule 2.
- 1.11 **Share Transfers** means the Transfer of Sale Shares from each Seller to The Foundation as set out in Schedule 2.
- 1.12 **Shareholders Agreement** means the shareholders' agreement with respect to the Company dated 10th October 2018.
- 1.13 **Shares** means fully paid ordinary shares in the capital of the Company having the rights set out in the Constitution and **Share** means any one of them.
- 1.14 **The Foundation** means The Right Lane Foundation Ltd (ACN 654 290 678).
- 1.15 **Transfer** has the meaning given in the Shareholders Agreement.

2. CONSENT AND ACKNOWLEDGMENT

The Current Shareholders each:

- 2.1 consent to the Share Transfers; and
- 2.2 acknowledge and agree that their consent given under clause 2.1 of this Deed constitutes, for the purposes of clauses 9.1(c) and 9.3(g) of the Shareholders Agreement, the unanimous consent of the Current Shareholders to the Sellers Transferring their respective Sale Shares to The Foundation for the purpose of the Share Transfers.

3. WAIVER

- 3.1 Each Current Shareholder:
- (a) unconditionally and irrevocably acknowledges and agrees that it hereby waives:
 - (i) its rights of entitlement contained in the Pre-Emptive Rights Clauses to the extent of permitting the Sellers to Transfer their Sale Shares to The Foundation and without the necessity to comply with the requirements of the Pre-Emptive Rights Clauses; and
 - (ii) any and all other restrictions on Transfer that might exist in respect of the Sale Shares, whether under the Shareholders Agreement, the Constitution or otherwise; and

- (b) and the Company acknowledges and agrees that the waiver given under clause 3.1(a) of this Deed constitutes, for the purposes of clause 9.7 of the Shareholders Agreement, the mutual agreement of all parties to the Shareholders Agreement to a waiver of the Pre-Emptive Rights Clauses for the purpose of the Share Transfers.
- 3.2 The Current Shareholders and the Company acknowledge and agree that the consents and waivers provided under this Deed will continue to apply notwithstanding that the Company and the Shareholders may, on or after the Execution Date, amend the Shareholders Agreement.

4. MISCELLANEOUS

4.1 Further assurances

The parties agree, on the request of the Company, to do everything reasonably necessary to give effect to this Deed including but not limited to, the execution of documents, and to use all reasonable endeavours to cause relevant third parties to do likewise.

4.2 Notices

Any notice or other communication (including, but not limited to, any request, demand, consent or approval) to or by a party to this Deed shall be governed by the terms of the Shareholders Agreement.

4.3 Costs and expenses

Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this Deed.

4.4 Governing law and jurisdiction

- (a) This Deed is governed by the laws of Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of that state.
- (b) The parties irrevocably waive any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

4.5 Variation

A variation of any term of this Deed must be writing and signed by the parties.

4.6 Counterparts

- (a) This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (b) A party may execute this Deed or any counterpart and exchange it by facsimile or as an electronic copy by email.
- (c) This Deed may be circulated for signature through electronic transmission, including, without limitation, email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Deed to be original signatures until such time, if ever, as original counterparts are exchanged by the parties.

4.7 Electronic execution

Each party:

- (a) acknowledges, agrees and consents to any party executing this Deed electronically;
- (b) acknowledges and agrees that electronic signature is a legally and validly binding method of execution and conclusive as to a party's intention to be bound by this Deed as if signed by that party's (or any of its duly authorised signatories) manuscript signature; and
- (c) warrants that if it is executing this Deed electronically, its authorised signatory has personally applied their electronic signature to this Agreement, or the person who attached the signature and exchanged counterparts of this Deed has authority to do so.

4.8 Interpretation

In the interpretation of this Deed unless there is something in the subject or context inconsistent therewith:

- (a) words importing the singular shall be deemed to include the plural and vice versa;
- (b) words importing any gender shall be deemed to include all other genders;
- (c) words importing persons shall be deemed to include all bodies and associations, corporate or unincorporate and vice versa;
- (d) all references to a clause, recital, party, attachment, exhibit or schedule is a reference to a clause of and a party, attachment, exhibit and schedule to, this Deed and a reference to this Deed includes any attachment, exhibit and schedule unless expressly set out to the contrary;
- (e) expressions cognate with expressions defined in clause 1 shall be construed accordingly;
- (f) all reference to dates and times are to Melbourne time;
- (g) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (h) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this paragraph (h) implies that performance of part of an obligation constitutes performance of the obligation;
- (i) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (j) a reference to a party to a document includes that party's successors and permitted assigns; and
- (k) a reference to an agreement other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing.

4.9 Headings

Headings are inserted for convenience and do not affect the interpretation of this Deed.

4.10 Inconsistency with Shareholders Agreement

If there is an inconsistency between this Deed and the Shareholders Agreement, this Deed prevails to the extent of any inconsistency.

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Schedule 1 – Current Shareholders

Name and registered address of Current Shareholder
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

Schedule 2 – Share Transfers

Name of Seller	Number of Sale Shares	Sale Price (per share)
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	5	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Signing Page

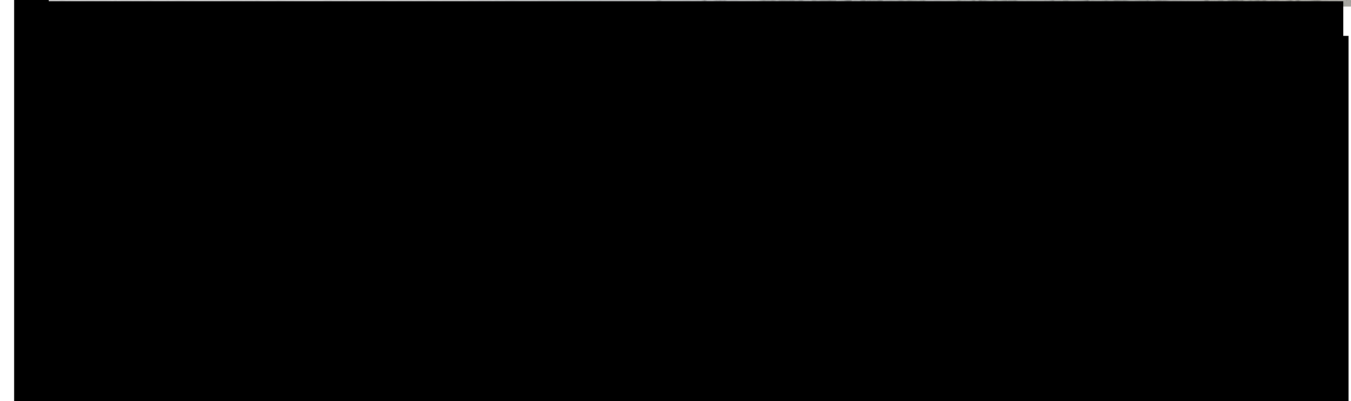
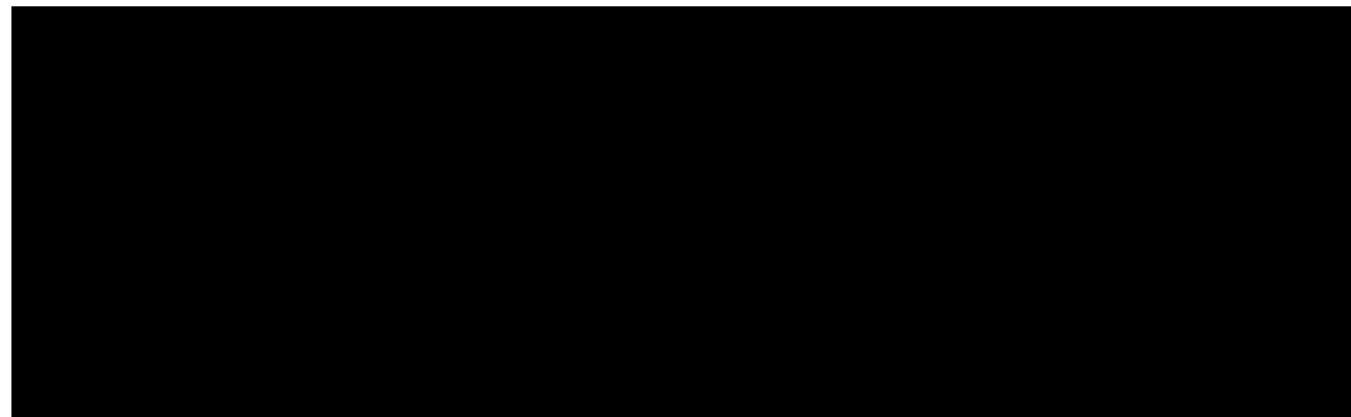
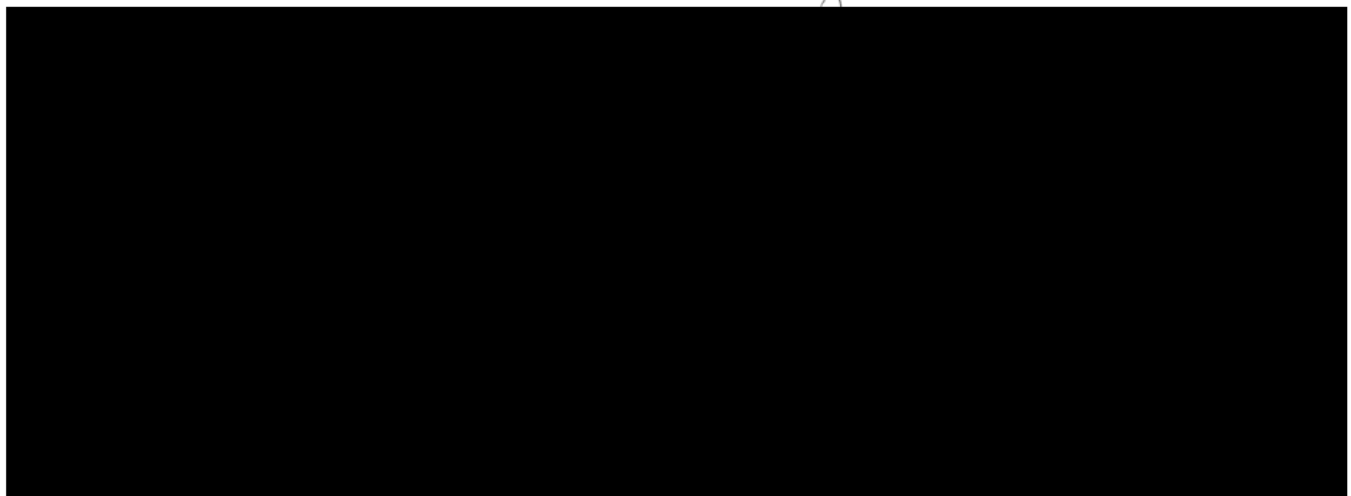
Executed and delivered as a deed

Date of this Deed: 29 / 6 / 2022

EXECUTED by RIGHT LANE CONSULTING)
PTY LTD (ACN 079 555 847) in accordance)
with s127 of the *Corporations Act* 2001:)



Signature of Marc Peter Austin Levy
Sole Director & Secretary



[REDACTED]

[REDACTED]

[REDACTED]

