

Accession Deed

RIGHT LANE CONSULTING PTY LTD
(ACN 079 555 847)

New Shareholder:

THE RIGHT LANE FOUNDATION LTD
(ACN 654 290 678)

ACCESSION DEED

Interpretation – definitions are at the end of the General Terms

Parties 1. **THE RIGHT LANE FOUNDATION LTD (ACN 654 290 678)**
 Level 9 60 Collins Street, Melbourne, Victoria 3000
 (the **New Shareholder**)

and

2. **Right Lane Consulting Pty Ltd (ACN 079 555 847)**
 Level 9 60 Collins Street, Melbourne, Victoria 3000
 (the **Company**)

Recitals A This deed poll is supplemental to the shareholders' agreement dated 10 October 2018 between the Company and its shareholders in relation to the Company (**Shareholders Agreement**).

B The New Shareholder has agreed to purchase a total of 555 fully paid ordinary Shares from various Shareholders (the **Sale Shares**).

C Under clause 16.2 of the Shareholders Agreement, before it is registered as a holder of any Shares, the New Shareholder must become a Party to the Shareholders Agreement, by entering into a deed in the form of this Accession Deed.

D The New Shareholder has agreed to enter into this deed in favour of the parties to the Shareholders Agreement from time to time and in so doing agrees to become a Party to the Shareholders Agreement and to be bound by the terms and conditions of the Shareholders Agreement.

Governing law Victoria, Australia

Date of Accession Deed See signing page

General Terms

1 New Shareholder assumes liability

The New Shareholder covenants, agrees and undertakes with the Parties to the Shareholders Agreement (whether original or by accession) as from the date of signing this Deed (**Accession Date**) to be bound by and comply with the Shareholders Agreement with the same Rights and Obligations as a Shareholder under the Shareholders Agreement as if the New Shareholder were a Party named in the Shareholders Agreement as a Shareholder.

2 Consent of Company and Continuing Shareholders

The Company:

- (a) consents to the New Shareholder becoming a Party to the Shareholders Agreement and to the transfer of the Sale Shares on and from the Accession Date and to the New Shareholder assuming the Rights and Obligations of a Shareholder;
- (b) agrees that the New Shareholder will be entitled to exercise all of the Rights, privileges and benefits of the Shareholder in respect of the Sale Shares upon entry into this Accession Deed; and

- (c) agrees to be bound by the terms of the Shareholders Agreement as if the New Shareholder were named in the Shareholders Agreement as a Shareholder.

3 Address of New Shareholder for notices

For the purposes of the Shareholders Agreement, the address of the New Shareholder to which all notices must be delivered (until substituted in accordance with clause 23 ("Notices") of the Shareholders Agreement) is:

To:	Attention:	Joanna Bradley
	Address:	Level 9 60 Collins Street, Melbourne, Victoria 3000
	Email address:	jo@rightlane.com.au

4 Costs and Stamp Duty

4.1 Costs

The costs of the Company arising out of the negotiation, preparation and execution of the Accession Deed shall be borne in accordance with the terms of the relevant share sale agreement in respect of the Sale Shares. In all other respects, each Party shall bear its own costs arising out of the negotiation, preparation and execution of this Accession Deed.

4.2 Stamp Duty

All stamp duty (including fines, penalties and interest) which may be payable on or in connection with this Accession Deed, any instrument executed under this Accession Deed, and in respect of a transaction evidenced by the Accession Deed must be borne by the New Shareholder. The New Shareholder must indemnify the Company on demand against any liability for that stamp duty.

5 Governing Law

This Accession Deed is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

6 Counterparts

This Accession Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

7 Meaning

7.1 Definitions

Unless a contrary intention appears, the expressions used in this Accession Deed have the same meaning as those used in the Shareholders Agreement referred to in the recitals.

7.2 Interpretation

Except where the contrary intention appears, clause 1 of the Shareholders Agreement applies in the interpretation of this Accession Deed.

EXECUTED as a deed poll on 1/7/2022

New Shareholder

EXECUTED by the said New Shareholder **THE**)
RIGHT LANE FOUNDATION LTD (ACN 654)
290 678) in accordance with s127 of the)
Corporations Act 2001:)



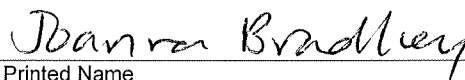
Director – Signature



Director – Printed Name



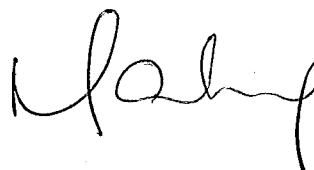
Director – Signature



Director – Printed Name

The Company

EXECUTED by the said Company **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