

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Wellnex Life Limited

ACN/ARSN ACN: 150 759 363

1. Details of substantial holder (1)

Name 365 Health Australia Pty Ltd (ACN 151 146 977); Mickey Jade Pty Ltd ACN (151 020 370); and Elias Michael Nassar

ACN/ARSN (if applicable) See above

The holder became a substantial holder on 20 December 2023

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date of this notice are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	68,571,428	68,571,428	7.04% (based on the total issued shares of 974,564,620 as at 20 December 2023)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date of this notice are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
365 Health Australia Pty Ltd (ACN 151 146 977)	Relevant interest under section 608(1)(a) of the Corporations Act 2001 as the holder of the securities.	68,571,428 fully paid ordinary shares. (20,000,000 of these fully paid ordinary shares are subject to voluntary escrow until 31 May 2024.)
Mickey Jade Pty Ltd (ACN 151 020 370)	Relevant interest under section 608(3)(b) of the Corporations Act 2001 as the sole shareholder of 365 Health Australia Pty Ltd (ACN 151 146 977).	68,571,428 fully paid ordinary shares. (20,000,000 of these fully paid ordinary shares are subject to voluntary escrow until 31 May 2024.)
Elias Michael Nassar	Relevant interest under section 608(3)(b) of the Corporations Act 2001 as Elias Michael Nassar controls Mickey Jade Pty Ltd ACN (151 020 370).	68,571,428 fully paid ordinary shares. (20,000,000 of these fully paid ordinary shares are subject to voluntary escrow until 31 May 2024.)

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
365 Health Australia Pty Ltd (ACN 151 146 977)	365 Health Australia Pty Ltd (ACN 151 146 977)	365 Health Australia Pty Ltd (ACN 151 146 977)	68,571,428 fully paid ordinary shares
Mickey Jade Pty Ltd (ACN 151 020 370)	365 Health Australia Pty Ltd (ACN 151 146 977)	365 Health Australia Pty Ltd (ACN 151 146 977)	68,571,428 fully paid ordinary shares
Elias Michael Nassar	365 Health Australia Pty Ltd (ACN 151 146 977)	365 Health Australia Pty Ltd (ACN 151 146 977)	68,571,428 fully paid ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
365 Health Australia Pty Ltd (ACN 151 146 977)	3 November 2023	The 20,000,000 shares issued to 365 Health Australia Pty Ltd was pursuant to the Business Sale Agreement dated 5 October 2023 (see Annexure A).		20,000,000 fully paid ordinary shares
365 Health Australia Pty Ltd (ACN 151 146 977)	19 December 2023	\$800,000 (which was treated as a reduction of the Cash Consideration payable by the Buyer under the Business Sale Agreement (see Annexure A and Annexure B).		28,571,428 fully paid ordinary shares
365 Health Australia Pty Ltd (ACN 151 146 977)	19 December 2023	The 20,000,000 shares issued to 365 Health Australia Pty Ltd was pursuant to the Management Services Deed dated 18 December 2023 (see Annexure C).		20,000,000 fully paid ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:


Name and ACN/ARSN (if applicable)	Nature of association
Nil.	Nil.

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
365 Health Australia Pty Ltd and Mickey Jade Pty Ltd	Level 12, 60 Castlereagh Street, Sydney NSW 2000
Elias Michael Nassar	C/- Level 12, 60 Castlereagh Street, Sydney NSW 2000

Signature

print name: Elias Michael Nassar	capacity	Director of 365 Health Pty Ltd
sign here 	date	[20.12.23]

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(7) Include details of:

- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
- (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".

(9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE A

This is Annexure A of 78 pages referred to in the Form 603 (Notice of Initial Substantial Holder) dated [20 December 2023]

Level 14, 60 Martin Place
Sydney NSW 2000 Australia

T +61 2 8248 5800 | F +61 2 8248 5899

Business Sale Agreement

between

365 Health Australia Pty Limited
ACN 151 146 977

and

Ziptime Pty Limited
ACN 151 147 161

and

One Zero Pty Limited
ACN 128 389 524

and

Twisobell Health Pty Limited
ACN 151 054 492

and

Elias Nassar

and

BSPSPA Pty Ltd
ACN 670 837 028

and

Wellnex Life Limited
ACN 150 759 363

Execution version

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This agreement is made on

5 October 2023

Between **365 Health Australia Pty Ltd** ACN 151 146 977 of Level 12, 60 Castlereagh Street, Sydney NSW 2000 (**Seller**)

and **Ziptime Pty Limited** ACN 151 147 161 of Level 12, 60 Castlereagh Street, Sydney NSW 2000 (**Ziptime**)

and **One Zero Pty Limited** ACN 128 389 524 of Level 12, 60 Castlereagh Street, Sydney NSW 2000 (**One Zero**)

and **Twisobell Health Pty Limited** ACN 151 054 492 of Level 12, 60 Castlereagh Street, Sydney NSW 2000 (**Twisobell**)

and **BSPSPA Pty Ltd** ACN 670 837 028 of Building 2, Suite 69, Level 3, 574 Plummer Street, Port Melbourne VIC 3207 (**Buyer**)

and **Wellnex Life Limited** ACN 150 759 363 of Building 2, Suite 69, Level 3, 574 Plummer Street, Port Melbourne VIC 3207 (**Wellnex**)

and **Elias Nassar** of **(Nassar)**

Recitals

- A The Seller conducts the Business and is the legal and beneficial owner of the 365 Health Assets.
- B Ziptime owns the Ziptime Assets which are used in connection with the Business.
- C One Zero owns the One Zero Trade Marks which are used in connection with the Business.
- D Twisobell is the sponsor in relation to the TGA Registrations which are used in connection with the Business.
- E The Buyer has agreed to buy from:
- (i) the Seller, the Business and the 365 Health Assets;
 - (ii) Ziptime, the Ziptime Assets;
 - (iii) One Zero, the One Zero Trade Marks; and
 - (iv) Twisobell, the TGA Registrations,
- in accordance with the terms of this agreement.
- F Wellnex has agreed to guarantee the performance of the Buyer's obligations of the under this agreement, in favour of the Seller Parties on the terms set out in this agreement.

Now it is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this agreement:

365 Health Assets means the:

- (a) Plant and Equipment;

- (b) Manufacturing Agreement;
- (c) Goodwill;
- (d) 365 Health IP Assets;
- (e) Records;
- (f) Inventory; and
- (g) Approvals,

but excluding the Excluded Assets;

365 Health IP Assets means the Intellectual Property Rights of the Business listed in Part 1 of Schedule 5, including the Ingredients Lists;

Actual Inventory Value means the amount of inventory determined in accordance with clause 17.1(a);

Adjustment Payment Date means the date which is 25 Business Days after the Completion Date;

Advance Payment means \$2,200,000;

Approval means any licence, consent, certificate, or other authorisation (including a Regulatory Authorisation), including drug and medical licences and Government Agency or TGA approval or consents required for the lawful conduct of the Business or required for any assignment of any contract or licence;

ARTG Private Listings means the unredacted private listings containing the specific formulation for each Product lodged with the TGA;

ASIC means the Australian Securities and Investments Commission;

Assets means the 365 Health Assets, TGA Registrations, the Ziptime Assets and the One Zero Trade Marks;

Associate has the meaning given to that term in the Corporations Act;

Associated Entity means BPS Aust Pty Ltd (ACN 649 257 063), a Related Body Corporate of the Buyer;

Assumed Liabilities means:

- (a) the obligations and Liabilities under the Manufacturing Agreement; and
- (b) any other Liability which the Buyer agrees to assume under an express provision of this agreement;

ASX means Australian Securities Exchange or ASX Limited ABN 98 008 624 691, as the context requires;

ASX Approvals means any approvals (including approvals from the Buyer's shareholders) required under the ASX Listing Rules in relation to the purchase by the Buyer of the Business and the Assets contemplated by this agreement;

ASX Listing Rules means the official listing rules of the ASX;

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532;

ASX Settlement Operating Rules means the operating rules of ASX Settlement;

Athelite Assets has the meaning given to that term in clause 23.5(a);

Athelite Business means the business involving the supply and sale of the Athelite Assets and the 'Athelite' branded products conducted by the Seller;

Business means the business involving the supply and sale of pain relief therapy products for humans and dogs, including topical analgesics, tablets, bath salts and heat patches conducted by the Seller, as at the date of this agreement, including the business operated under the "Pain Away" brand, but excluding the Athelite Business;

Business Day means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday in Sydney, New South Wales;

Business IP Assets means the 365 Health IP Assets, the One Zero Trade Marks, the Ziptime Trade Marks;

Business Names means each business name used in connection with the Business, as specified in Part 1 of Schedule 5;

Buyer Parties means the Buyer and Wellnex;

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or Liability but excluding unascertained or contingent claims or claims for Consequential Loss, whether based in contract, tort or statute and whether involving a third party or a party to this agreement;

Completion means the completion of the sale and purchase of the Business and Assets pursuant to the terms and conditions of this agreement;

Completion Date means the date on which Completion occurs;

Completion Documents has the meaning given at clause 8.2(a);

Completion Payment means \$13,950,000;

Confidential Information means:

- (a) the terms of this agreement and its subject matter, including Information submitted or disclosed by a party during negotiations, discussions and meetings relating to this agreement (including for the avoidance of doubt, the Ingredients List);
- (b) Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and
- (c) all other Information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this agreement or which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party or any Related Entity of that Disclosing Party;

Consent To Transfer Number means the number electronically issued by ASIC in response to an application to cancel and transfer a registered business name;

Consequential Loss means, in respect of a breach of this agreement (including a breach of Warranty) or event, fact, matter or circumstance giving rise to a Claim, any Liability suffered by a party that cannot reasonably be considered to flow directly or arise naturally from that breach or event, fact, matter or circumstance;

Consideration Shares means 20,000,000 Wellnex Shares;

Corporations Act means the *Corporations Act 2001* (Cth);

Data Room means the virtual data room hosted by Ansarada at https://dataroom.ansarada.com/_mvc/orzc1sobpt6r%7C122911/6073298/spa/documents which contains the materials listed in the Data Room Index;

Data Room Index means the index set out in Schedule 9;

Deal means to, directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of;
- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over;
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or
- (e) agree to do any of those things,

and **Dealing** has a corresponding meaning;

Dispose has the meaning given to that term in the ASX Listing Rules;

Deed of Assignment of Intellectual Property means a deed substantially in the form attached as Annexure F;

Deed of Novation and Variation of Manufacturing Agreement means deed to be entered into between the Seller, the Buyer and the Manufacturer substantially in the form annexed as Annexure B;

Deed of Termination and Release means the deed to be entered into by the parties hereto (other than the Buyer) in the form annexed as Annexure G;

Deed of Termination of Lease means a deed to be entered into by the Seller, Nassar and the Landlord which terminates the Lease in the form annexed as Annexure E;

Deferred Payments means the First Deferred Payment and the Second Deferred Payment (or either of them as the case may be);

Deferred Payment Date means the First Deferred Payment Date and the Second Deferred Payment Date (or either of them as the case may be);

Disclosing Party means the party to whom Information belongs or relates;

Disclosure Letter means the document attached as Annexure A;

Disclosure Material means the information and materials provided by or on behalf of the Seller to the Buyer in relation to the Business prior to the date of this agreement, including all information:

- (a) contained in the Data Room as listed in the Data Room Index; and
- (b) contained in the Disclosure Letter;

Domain Names means the domain names listed in Schedule 6;

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any security interest under the PPSA;

Escrow Period means the period commencing on the Issue Date and ending on 31 May 2024;

Excluded Assets means the Athelite Assets, the Sponsorship Agreements, the Sales Consultant Agreement, any cash of the Business, the Trade Debtors and any other assets used by the Seller other than the Assets;

Excluded Inventory has the meaning given to it by clause 17.1(c)(v);

First Deferred Payment means \$2,925,000;

First Deferred Payment Date means the date that is 12 months after the Completion Date;

General Security Deed means the general security deed to be entered into by the Seller Parties and the Buyer in the form annexed to this agreement at Annexure C;

Goodwill means the goodwill of the Seller in and attaching to the Business and includes the right for the Buyer to represent in itself as carrying on the Business as the successor of the Seller;

Government Agency means any government, governmental, semi governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity;

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law has the same meaning as in the GST Act; **Information** means any information, whether oral, graphic, electronic, written or in any other form, including:

- (a) forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings and data;
- (b) copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and
- (c) samples or specimens (if any) disclosed either before or after execution of this agreement;

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules;

Ingredients List means, for each Product, the specific list of all ingredients and quantity of each active ingredient in a defined weight, volume, unit or batch, including as listed in the ARTG Private Listings registered with the TGA (and **Ingredient Lists** means all or some of them);

Insolvency Event means the occurrence of any one or more of the following events regarding any party to this agreement:

- (a) a meeting has been convened, resolution proposed, petition presented or order made for the winding up of that party;
- (b) a receiver, receiver and manager, provisional liquidator, liquidator, or other officer of the court, or other person of similar function has been appointed regarding all or any material asset of the party;
- (c) a security holder, mortgagee or chargee has taken attempted or indicated an intention to exercise its rights under any security of which the party is the security provider, mortgagor or chargor; or
- (d) an event has taken place with respect to the party which would make, or deem it to be, insolvent under any law applicable to it;

Intellectual Property Rights means all intellectual property and proprietary rights whether registered or unregistered (including, in relation to the Assets and the Business, the Business Names, trade or service marks, any right to have information (including confidential information (including without limitation the Ingredients Lists))) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know how (in respect of a business and including its customer and supplier information), logos, designs, design rights, copyright and similar industrial or intellectual property rights, and websites, landline and mobiles numbers, other digital property and social media accounts;

Interest Rate means the rate of 20% per annum;

Inventory means all materials (including raw materials), materials used in manufacture, work-in-progress and finished goods consumables, packaging, stock-in trade and inventory of the Business (including any inventory items which, as at Completion, display logos the subject of the Sponsorship Agreements), and all other items held for resale in the ordinary course of the Business as at 12.01am on the Completion Date and includes items which, on 12.01am on the Completion Date, are:

- (a) held by or on behalf of the Seller; or
- (b) in transit to the Seller; or
- (c) on consignment with a customer or any other person; or
- (d) stock ordered and paid for, or partly paid for, by the Seller but not received,

but excludes any:

- (e) any stock referred to in clause 23.5(b);
- (f) Retained Raw Materials; and
- (g) Excluded Inventory;

Inventory Adjustment Amount is the amount calculated under clause 17.4(a);

Inventory Threshold means \$2,500,000;

Inventory Composition Requirements has the meaning given by clause 17.1(b);

Issue Date means the date on which the Consideration Shares are issued to the Seller;

Issuer Sponsored Subregister has the meaning given to that term in the settlement rules of ASX Settlement;

Landlord means Casaview Constructions Pty. Limited (ABN 83 063 937 931);

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of an applicable country, or any state or territory of that country or a government agency; and
- (c) requirements and approvals (including conditions) of an applicable country or any state or territory of that country or government agency that have the force of law;

Lease means the lease over the Premises dated 1 April 2022 between the Seller and the Landlord;

Lease Seller Guarantee means the Seller Guarantee given under the Lease, in the form of a personal guarantee given by Nassar to secure the performance of the Seller's obligations under the Lease;

Lessor means the lessor under the Lease;

Liability means any liability or obligation (whether actual, contingent or prospective) including any Loss, irrespective of when the acts, events or things giving rise to the liability or obligation occurred;

Loss means any damage, loss, cost, charge, expense or liability however arising (including contractual, tortuous, legal, equitable loss or loss pursuant to statute);

Management Oversight Fee has the meaning given to that term in clause 5.1(a);

Manufacturer means Teradoran Pty Ltd (ACN 081 432 411) trading as Activ Pharmaceuticals (ABN 39 081 432 411);

Manufacturing Agreement means the manufacturing agreement between the Seller and the Manufacturer dated 22 March 2023;

Material Breach means a breach by a party which has a serious effect on the benefit which the injured party would otherwise have gained from this agreement;

Net Adjustment Amount has the meaning given to that term in clause 4.2(b);

Notice has the meaning given in clause 26.1(a);

One Zero Trade Marks means the trade marks referred to in Part 2 of Schedule 5;

Other Creditor Claims means all Claims for which the Seller may be or become liable after the Completion Date as a result of facts or circumstances arising before the Completion Date, and includes any Claims by employees of the Business not expressly assumed by the Buyer pursuant to an express provision of this agreement;

Permitted Encumbrances means:

- (a) a charge or lien arising in favour of a Government Agency by operation of statute in the ordinary course of the Business;
- (b) any mechanics', workmen's or other like lien arising in the ordinary course of the Business;
- (c) any retention of title arrangement or purchase money security interest arising from any lease of goods or consignment arrangement, in each case, arising in favour of a trade supplier to the Business in the ordinary course of the Business;
- (d) a PPS Lease (as defined in the PPSA); or
- (e) any other Encumbrance approved in writing by the Buyer;

Personnel has the meaning given in clause 25.1(a);

Plant and Equipment means those items of plant and equipment owned or used by the Seller in the Business as at the date of this agreement as expressly listed in Schedule 8;

PPSA means the *Personal Property Securities Act 2009* (Cth);

Premises means Unit 1, 6 Blackmore Road, Smeaton Grange NSW 2567;

Prepayments and Accruals Adjustment Amount is the amount calculated under clause 11.4;

Product means any product supplied or intended to be supplied and / or sold or intended to be sold in connection with the Business, including but not limited to the products listed in Schedule 1 of the Manufacturing Agreement;

Product Packaging means the materials used to package the Products;

Product Raw Materials means the raw materials and substances primarily used in the production and manufacturing of the Products;

Promotional Contract means a written or unwritten contract or commitment with retailers or other parties entered into prior to Completion under which the Seller agrees to contribute funds towards that other party's promotion of the Products as part of that other party's business, but excludes the Sponsorship Agreements;

Purchase Price means the amount calculated in accordance with clause 4.1;

Receiving Party means the party to whom Information is disclosed or who possesses or otherwise acquires Information belonging or relating to a Disclosing Party;

Records means all documents, books, files, reports, accounts and plans of the Seller relating exclusively or substantially to the Business and the 365 Health Assets, including:

- (a) all marketing and customer files, customer lists, price lists and Inventory records;
- (b) promotional and sales literature, point of sale material, marketing images and other advertising material and catalogues;
- (c) supplier lists, supplier records and correspondence;
- (d) all computer records relating to the Business prior to the Completion Date; and
- (e) all records of the Lease;

Related Body Corporate has the meaning given to that expression in the Corporations Act;

Related Entity has the meaning given to that term in the Corporations Act;

Reorganisation Event means, in relation to a company, any one or more of the following events:

- (a) a bonus issue of shares in the company by way of capitalisation of profits or reserves (not including an issue for cash or other consideration);
- (b) a consolidation or subdivision or reduction of capital or capital dividend or other reconstruction or adjustment relating to the share capital of the company (or any securities derived from it);
- (c) a buy back by the company of its own shares or other securities;
- (d) an amalgamation or a reconstruction affecting the share capital of the company (or any securities derived from it); or
- (e) any other reorganisation of the issued share capital of the company having the effect of altering the number of fully paid ordinary shares in the company;

Retained Raw Materials means, subject to clause 17.1(b), the items and quantity of raw material inventory that will be retained by the Seller after Completion and is listed in Schedule 11;

Sales Consultant Agreement means the undated sales consultant agreement between 365 Health as supplier and Clear Sales Australia Pty Ltd (ACN 061 414 275) as sales consultant, which commenced on or around 17 May 2016;

Second Deferred Payment means \$2,925,000;

Second Deferred Payment Date means the date that is 18 months after the Completion Date;

Seller Parties means the Seller, One Zero, Ziptime and Twisobell;

Specific Security Deed means the specific security deed to be entered into by the Seller Parties and Wellnex in the form annexed to this agreement at Annexure D;

Sponsorship Agreements means the contracts listed in Schedule 4;

Stock Valuation Report has the meaning given at clause 17.1(c)(ix);

Stocktake Date means the day that is one Business Day prior to the Completion Date (or such other date agreed in writing between the Buyer and the Seller);

Stocktake Representatives means two suitably qualified representative's to be agreed and appointed by the parties for the purposes of valuing the Inventory of the Business prior to Completion and in accordance with clause 17.1;

Sunset Date means 27 October 2023 or such other date agreed between the Buyer and the Seller in writing;

Takeover Bid means, in relation to a company, a takeover bid made in accordance with the Corporations Act (or corresponding legislation in the relevant jurisdiction which applies to the company):

- (a) for all of the share capital in the company;
- (b) that is unconditional, or where all conditions to the Takeover Bid have been satisfied or waived; and
- (c) in respect of which holders of not less than 50% of the shares in the company have accepted the Takeover Bid;

Target Inventory Value means \$1,150,000;

Tax means:

- (a) all forms of taxes, duties, contributions, imposts, charges, rates, levies and charge in the nature of taxation and all related withholdings or deductions of any nature imposed, assessed or charged by any Government Agency; and
- (b) all related charges, interest, penalties, fines and other additional statutory charges;

TGA means Therapeutic Goods Administration;

TGA Registrations means the TGA registrations set out in Schedule 7;

Third Party means a person who is not a party to this agreement;

Trade Creditors means all amounts owed by the Seller to its creditors in relation to goods delivered or services supplied to the Seller in connection with the Business in the period up to but excluding the Completion Date;

Trade Debtors means all amounts owed to the Seller for goods or services supplied by the Seller in connection with the Business in the period up to the Completion Date;

Transaction Documents means the following documents:

- (a) this agreement;
- (b) the General Security Deed;
- (c) the Specific Security Deed; and
- (d) any agreement or instrument agreed by any of the Buyer Parties and any of the Seller Parties to be a Transaction Document;

Warranties or **Seller Party Warranties** means each of the representations and warranties given by the Seller Parties as set out in Schedule 2;

Warranty Claim means a Claim by the Buyer against the Seller Parties in connection with a Warranty;

Wellnex Share means a fully paid ordinary share in the capital of Wellnex;

Ziptime Assets means the Domain Names and the Ziptime Trade Marks; and

Ziptime Trade Marks means the trade marks referred to in Part 3 of Schedule 5.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) a reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;
 - (iv) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
 - (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
 - (vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
 - (viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
 - (ix) an entity which has been reconstituted or merged means the body as reconstituted or merged, and to an entity which has ceased to exist where its functions have been substantially taken over by another body, means that other body;
 - (x) time is a reference to legal time in Sydney, New South Wales;
 - (xi) a reference to a day or a month means a calendar day or calendar month; and
 - (xii) money (including '\$', 'AUD' or 'dollars') is to Australian currency;
- (b) unless expressly stated, no party enters into this agreement as agent for any other person (or otherwise on their behalf or for their benefit);
- (c) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (d) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (e) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation;
- (f) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

- (g) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day act or event;
- (h) if the last day for doing an act is not a Business Day, the act must be done instead on the next Business Day;
- (i) where there are two or more persons in a party each are bound jointly and severally; and
- (j) a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

1.3 Method of payment

Unless otherwise provided in this agreement, all cash payments required to be made under this agreement must be made by way of direct transfer of immediately available funds:

- (a) in the case of a payment to the Seller, to an Australian bank account nominated by the Seller to the Buyer in writing at least at least 2 Business Days prior to the due date for payment; and
- (b) in the case of a payment to the Buyer, to the Australian bank account nominated by the Buyer to the Seller in writing at least 2 Business Days prior to the due date for payment,

and by not later than 4:00pm Sydney time on the due date for payment.

1.4 Best and reasonable endeavours

Any provision of this agreement which requires a party to use its best endeavours, reasonable endeavours or all reasonable endeavours to ensure that something is performed or occurs or does not occur, does not include any obligation:

- (a) to pay any moneys or provide any financial compensation, valuation consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any regulatory authority;
- (b) to commence any legal action or proceedings against any person;
- (c) to agree to commercially onerous or unreasonable conditions; or
- (d) to agree to amend, vary or modify this document,

except where that provision expressly specifies otherwise.

1.5 Disclosure

A fact, matter, event or circumstance is **fairly disclosed** for the purposes of this agreement if sufficient information has been disclosed in the Disclosure Materials that a purchaser experienced in the Business and industry of the Business would be aware of the nature, significance and substance of the fact, matter, event or circumstance purportedly disclosed.

1.6 Liability of Seller Parties

- (a) In respect of the Seller Parties, unless otherwise stated in this agreement, where an obligation or Liability arising under or in connection with this agreement (including under or in connection with one of the Seller Party Warranties) is expressed to be an obligation of the Seller Parties, then that obligation or Liability is imposed jointly and severally on each of the Seller Parties.
- (b) For the avoidance of doubt, the Buyer has recourse against each and every Seller Party and does not have to exhaust a Claim against one of the Seller Parties before pursuing a further Claim against another Seller Party or the Seller Parties.

1.7 Buyer's right to nominate Related Body Corporate

The Seller Parties acknowledge and agree that the Buyer nominates the Associated Entity to acquire all the Inventory under this agreement.

2 Deed of Termination and Release

Upon the execution of this agreement, the parties to this agreement (other than the Buyer) shall execute the Deed of Termination and Release.

3 Sale and purchase

3.1 Agreement to sell and purchase the Business and Assets

The Seller Parties each agree to sell and transfer to the Buyer, and the Buyer agrees to purchase:

- (a) the Business and the 365 Health Assets from the Seller;
- (b) the Ziptime Assets from Ziptime;
- (c) the One Zero Trade Marks from One Zero; and
- (d) the TGA Registrations from Twisobell,

subject to the Buyer assuming Liability for the Assumed Liabilities:

- (e) for the Purchase Price;
- (f) free of any and all Encumbrances (other than the Permitted Encumbrances);
- (g) on the Completion Date; and
- (h) subject to the terms and conditions of this agreement.

3.2 Seller to procure the sale and transfer of the Ziptime Assets, One Zero Trade Marks and TGA Registrations

The Seller agrees to use its best and reasonable endeavours to procure:

- (a) Ziptime to sell and transfer the Ziptime Assets to the Buyer, in accordance with clause 3.1(b);
- (b) One Zero to sell and transfer the One Zero Trade Marks to the Buyer, in accordance with clause 3.1(c); and
- (c) Twisobell to sell and transfer the TGA Registrations to the Buyer, in accordance with clause 3.1(d).

3.3 Excluded Assets

The Excluded Assets are excluded from the sale and purchase contemplated by this agreement.

3.4 Title and risk

The parties agree and acknowledge:

- (a) unencumbered legal and beneficial title in the Business and the Assets will pass to the Buyer on Completion;
- (b) until Completion:

- (i) the Seller remains the owner of and bears all risk in connection with the Business and the 365 Health Assets;
- (ii) Ziptime remains the owner of and bears all risk in connection with the Ziptime Assets;
- (iii) One Zero remains the owner of and bears all risk in connection with the One Zero Trade Marks; and
- (iv) Twisobell remains the sponsor of the TGA Registrations; and
- (c) from Completion, the Buyer and the Associated Entity become the owner of and bears all risk in connection with the Business and the Assets (as applicable).

3.5 Insurance

- (a) Unless otherwise permitted in writing between the Buyer and the Seller, each Seller Party must ensure that from the date of this agreement until Completion, each Seller Party (as applicable) does not:
 - (i) cancel any existing insurance policy in relation to the Business unless a replacement policy (on terms no less favourable) has been put in place; or
 - (ii) do or omit to do anything that would make any policy of insurance relating to the Business void or voidable or adversely affect the Buyer's ability to procure equivalent insurance in the future.
- (b) The Seller Parties must enter into arrangements to secure and place a run-off insurance policy in respect of the Business that applies for no less than a 12 month period following the Completion Date.

4 Purchase Price

4.1 Purchase Price

Subject to the terms of this agreement, the Purchase Price payable to the Seller Parties for the Business and the Assets is comprised of:

- (a) the Advance Payment;
- (b) the Completion Payment;
- (c) the First Deferred Payment;
- (d) the Second Deferred Payment;
- (e) the Consideration Shares;
- (f) plus or minus (as applicable) the Net Adjustment Amount,

as calculated and determined in accordance with the terms and conditions of this agreement.

4.2 Payment of the Purchase Price

- (a) The Seller Parties irrevocably direct that the Buyer pay the Purchase Price as follows:
 - (i) on the date of this agreement, the Buyer must pay, or procure the payment of, the Advance Payment to the Seller's nominated bank account.
 - (ii) on the Completion Date:
 - (A) the Buyer must pay the Completion Payment to the Seller's nominated bank account;

- (B) Wellnex must issue the Consideration Shares to the Seller; and
- (iii) on the First Deferred Payment Date, the Buyer must pay the First Deferred Payment; and
- (iv) on the Second Deferred Payment Date, the Buyer must pay the Second Deferred Payment,

and the Seller's receipt of those amounts will be a good discharge of the Buyer's obligations to the Seller Parties, and the Buyer will not be bound to see to the application of those amounts.

- (b) On the Adjustment Payment Date, the parties must set off the obligations to pay the Inventory Adjustment Amount and the Prepayments and Accruals Adjustment Amount and the net amount be paid by the relevant party to the other party as appropriate (**Net Adjustment Amount**).

5 Deferred Payments

5.1 Payment of Management Oversight Fee

- (a) The Buyer will pay a monthly fee of \$40,000 plus GST (pro-rated for any period of less than a calendar month) to the Seller, during the Management Oversight Period (**Management Oversight Fee**).
- (b) For the purposes of this clause 5.1, "**Management Oversight Period**" means the period commencing the Completion Date and ending on the last day that all Deferred Payments have been paid by the Buyer.
- (c) The Management Oversight Fee will be payable to the Seller's nominated bank account on a monthly basis in arrears, within 5 Business Days of the end of each calendar month during the Management Oversight Period.
- (d) For the avoidance of doubt, the Management Oversight Fee will cease to be payable by the Buyer once the Deferred Payments have been paid in full by the Buyer.

5.2 Acceleration of Deferred Payments

- (a) Notwithstanding any other provisions of this agreement, if the Buyer defaults in any of its material obligations under any of the Transaction Documents (including failure to pay either of the Deferred Payments on or before the dates they are due), and such default is either incapable of remedy, or is not remedied to the reasonable satisfaction of the Seller within three (3) Business Days of the Seller giving a notice of default to the Buyer (**Event of Default**), without limiting any other remedies available to the Seller, the Seller may by written notice to the Buyer require the Buyer to immediately pay to the Seller the outstanding balance of the Deferred Payments together with any interest which may be accrued under clause 5.3.
- (b) For the avoidance of doubt, the Buyer may, at its sole discretion, pay any Deferred Payment prior to the applicable Deferred Payment Date, which the Seller will accept in full and final satisfaction of the Buyer's obligations to pay that Deferred Payment in accordance with clause 4.2(a)(iii) or 4.2(a)(iv) (as applicable).

5.3 Interest on Deferred Payments

- (a) Interest shall be payable by the Buyer to the Seller on the outstanding balance of the Deferred Payments at the Interest Rate (compounded daily) for the period starting on the Completion Date and ending when the outstanding balance of the Deferred Payments is paid in full to the Seller's nominated bank account.
- (b) Provided no Event of Default occurs, the Seller will accept the Deferred Payments in full and final satisfaction of the obligations of the Buyer to pay the Deferred Payments in

accordance with clauses 4.2(a)(iii) and 4.2(a)(iv) and any interest pursuant to clause 5.3(a) (**Interest**).

- (c) Nothing in this clause 5.3, limits any other remedies available to the Seller in relation to the Buyer's obligation to pay the First Deferred Payment and the Second Deferred Payment.
- (d) For the avoidance of doubt, the Seller waives its right to Interest if no Event of Default occurs.

5.4 **General Security Deed**

From the date of this agreement and in support of the Buyer's due and punctual obligations under the Transaction Documents, the Buyer grants, in favour of the Seller Parties, a first ranking security, on the terms and conditions of the General Security Deed.

6 **Consideration Shares**

6.1 **Application for allotment**

This agreement serves as an application by the Seller for the allotment of the Consideration Shares, in accordance with the terms of this agreement, and no further application for the allotment of those shares is required to be provided by the Seller to the Buyer or Wellnex before or at the time of issue of the Consideration Shares.

6.2 **Terms of Consideration Shares**

The Buyer and Wellnex must ensure that the Consideration Shares will, upon their issue:

- (a) be fully paid;
- (b) be free from all Encumbrances, save for the escrow restrictions under clause 6.3; and
- (c) rank equally with the other Wellnex Shares then on issue.

6.3 **Escrow of Consideration Shares**

- (a) During the Escrow Period the Seller agrees that it will not:
 - (i) Deal with;
 - (ii) Deal in any legal, beneficial or economic interest or right in respect of; or
 - (iii) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of, any or all of the Consideration Shares.
- (b) The parties acknowledge and agree that:
 - (i) on the Issue Date, the Consideration Shares will be registered and held for the Seller on the Issuer Sponsored Subregister; and
 - (ii) Wellnex will apply a Holding Lock on the Consideration Shares as soon as practicable after registration of the Consideration Shares on the Issuer Sponsored Subregister and the Seller agrees to the application of the Holding Lock; and
 - (iii) Wellnex will do all things necessary to ensure that the Holding Lock is released:
 - (A) to the extent necessary to permit disposals of the Consideration Shares permitted by this agreement; and

(B) in full at the conclusion of the Escrow Period,

including notifying ASX that the Consideration Shares may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A.

(c) If the Seller becomes aware:

- (i) that any action, event or circumstance referred to in clause 6.3(a) has occurred, or is likely to occur, during the Escrow Period; or
- (ii) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 6.3(a), during the Escrow Period,

it must notify Wellnex as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

(d) The terms of this clause 6 will have no effect on any rights of the Seller to:

- (i) receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Consideration Shares; or
- (ii) exercise voting rights in respect of the Consideration Shares.

(e) Clause 6.3(a) will cease to apply to the extent necessary to allow:

- (i) the Seller to accept an offer made under a Takeover Bid for any of the Consideration Shares;
- (ii) the Consideration Shares to be transferred or cancelled as part of a Reorganisation Event in respect of Wellnex; or
- (iii) any other such event having an effect similar to the foregoing and relating to the Consideration Shares,

provided that, if for any reason any or all of the Consideration Shares are not transferred or cancelled in a transaction contemplated by clause 6.3(e)(i) to 6.3(e)(iii) then the Seller agrees that the restrictions applying to the Consideration Shares under clause 6.3(a) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Consideration Shares not so transferred or cancelled.

6.4 Entry in register and compliance with constitution

On and from the Issue Date, the Seller agrees:

- (a) to be bound by the constitution of Wellnex; and
- (b) to be entered into the register of members of Wellnex in relation to the Consideration Shares.

6.5 Secondary sale restrictions of Consideration Shares

The Company must ensure that it does all things necessary to ensure that, by no later than the end of the Escrow Period, any secondary sale restrictions attaching to the Consideration Shares under section 707 of the Corporations Act are removed, including if required, by lodging a prospectus with ASIC pursuant to section 708A(11)(b)(i) or section 708A(11)(b)(ii) of the Corporations Act.

6.6 Acknowledgements of Seller in connection with the Consideration Shares

- (a) The Seller acknowledges and agrees that:
 - (i) Wellnex will not lodge with ASX a cleansing notice in accordance with section 708A(5)(e) of the Corporations Act in respect of the Consideration Shares;

- (ii) this agreement does not constitute a securities recommendation, financial product advice or taxation advice and Wellnex has not considered the Seller's particular objectives, financial situation and needs in offering or issuing the Consideration Shares to the Seller;
 - (iii) there are risks associated with any investment in shares and there are a number of risk factors specific to Wellnex, the industry in which Wellnex operates and the general economic, regulatory and business environment (which may be outside the control of Wellnex and its board and management, and may impact the operating and financial performance, position and prospects of Wellnex); and
 - (iv) there is no guarantee that there will be any return on the Consideration Shares.
- (b) The Seller represents and warrants to the Buyer and Wellnex that it is at the date of this agreement, and will be on the date of issue of the Consideration Shares, an entity to which the Consideration Shares can lawfully be offered and issued by Wellnex:
- (i) without a disclosure document being required to be lodged by Wellnex with ASIC under the Corporations Act;
 - (ii) without further lodgement, registration or other formality in any jurisdiction; and
 - (iii) without breaching any Laws or regulations in the jurisdiction to which the Seller is a resident.

7 Seller Legal Costs

In consideration for the Seller entering into this agreement and the legal costs associated, the Buyer has agreed to pay \$100,000 plus GST to the Seller's nominated bank account on the date this agreement is signed by the parties.

8 Completion

8.1 Time and place

Completion must:

- (a) occur by the Sunset Date;
 - (b) take place at 10.00am on the Completion Date; and
 - (c) as an electronic Completion in accordance with clause 8.2,
- or at such other time and place agreed by the Buyer and Seller in writing.

8.2 Electronic exchange on Completion

Unless otherwise agreed in writing between the parties, at Completion:

- (a) the parties will exchange by email, executed documents that are required to be delivered at Completion and any such documents will be held by the recipient party (or their advisors) as agent for the other party pending receipt of all duly executed documents required to be delivered on Completion (**Completion Documents**); and
- (b) the original ink-signed documents (to the extent required) of any Completion Documents delivered electronically must be delivered to the relevant party as soon as practicable after the Completion Date and in any event no later than 20 Business Days after Completion.

8.3 Obligations on Completion

On or before Completion, each party must carry out the Completion steps required of it in accordance with Schedule 3.

8.4 Simultaneous actions at Completion

- (a) The transactions provided for in clause 8.3 and Schedule 3 are interdependent and are to be carried out contemporaneously.
- (b) No delivery, payment or other event referred to in clause 8.3 and Schedule 3 will be regarded as having been made or occurred until all deliveries and payments have been made and all other specified events have occurred.
- (c) If a delivery, payment or other event referred to in clause 8.3 and Schedule 3 is not made or does not take place, then without prejudice to any rights available to any party as a consequence (unless otherwise agreed by the parties in writing):
 - (i) there is no obligation on any party to undertake or perform any of the other transactions; and
 - (ii) to the extent that such delivery, payment or event has already been made, undertaken or performed, the parties must do everything reasonably required to reverse such delivery, payment or event, including:
 - (A) returning to the other parties all documents delivered to it by that other party as required under clause 8.3 and Schedule 3; and
 - (B) repay to the other parties all payments received from that other party in accordance with clause 8.3 and Schedule 3.
- (d) Completion is taken to have occurred when each party has performed all its obligations in accordance with clause 8.3 and Schedule 3.

9 Pre-Completion conduct

Unless otherwise permitted in writing between the Buyer and the Seller, each Seller Party must ensure that from the date of this agreement until Completion, each Seller Party (as applicable) carries on the Business in the ordinary course, and in particular:

- (a) maintains all usual relationships with present and potential customers, suppliers, licensors, licensees, distributors and other third parties in the ordinary course of business;
- (b) maintain the Inventory of the Business at a level consistent with the ordinary conduct of the Business, taking into account seasonality factors and market conditions (and in any event, a minimum level of Inventory which is equivalent to the Target Inventory Value);
- (c) promptly give notice in writing to the Buyer of any event that has, or is likely to have, a material effect on the operation, value, customers, of the Business or value of the Assets as soon as the Seller Party becomes aware of any such event, circumstance or likely event or circumstance;
- (d) preserves the Goodwill and value of the Business in the ordinary course;
- (e) maintains all Approvals required for the Business and the Assets or in connection with them and keep them fully effective;
- (f) observes its obligations under the Lease; and
- (g) does not, without the written consent of the Buyer, enter into a Promotional Contract:
 - (i) which has a term of more than 6 months; and/or

- (ii) commits the Seller to contribute funds in excess of \$50,000.

10 Termination before Completion

10.1 Termination by the Buyer

The Buyer may terminate this agreement at any time prior to Completion by notice in writing to the Seller if:

- (a) an Insolvency Event has occurred in respect of a Seller Party; or
- (b) a Seller Party is otherwise in Material Breach of an obligation under this agreement and the Material Breach is not capable of remedy or has not been rectified within 10 Business Days of notice from the Buyer to that Seller Party setting out the substance of the Material Breach.

10.2 Termination by the Seller

The Seller may terminate this agreement at any time prior to Completion by notice in writing to the Buyer if:

- (a) an Insolvency Event has occurred in respect of the Buyer; or
- (b) if the Buyer is in Material Breach of an obligation under this agreement and the Material Breach is not capable of remedy or has not been rectified within 10 Business Days of notice from the Seller to the Buyer setting out the substance of the Material Breach.

10.3 Other remedies

No termination of this agreement under this clause 10 nor any failure to terminate even when entitled to do so, lessens a party's rights to claim damages or exercise other remedies available to it arising from any breach of this agreement by the other party, except as expressly set out in this clause 10.

11 Prepayments and Accruals Adjustment

11.1 Prepayments made by the Seller before Completion

The Buyer must pay to the Seller an amount equal to:

- (a) any amounts paid in advance by the Seller for goods or services supplied to the Business in the ordinary course of business after Completion; and
- (b) any other outgoings and similar amounts paid in advance by the Seller in respect of the Business in the ordinary course of business, the benefit of which is received by the Buyer in respect of the period after Completion,

except where such amount will be collectible by way of a Trade Debtor or other Excluded Asset.

11.2 Advance receipts received by the Seller before Completion

The Seller must pay the Buyer an amount equal to any income and similar amounts received in advance by the Seller for goods or services to be supplied by the Buyer in respect of the Business after Completion.

11.3 Arrears payments made by the Buyer after Completion

The Seller must pay to the Buyer:

- (a) amounts payable under the Manufacturing Agreement in relation to the period before Completion, which are unpaid by the Seller as at Completion;

- (b) amounts paid by the Buyer in arrears for goods or services supplied to the Seller in relation to the Business in the ordinary course of business before Completion; and
- (c) any other outgoings and similar amounts paid in arrears by the Buyer in respect of the Business where the benefit was received in the ordinary course of business by the Seller in relation to the Business before Completion.

11.4 Prepayments and Accruals Adjustment Amount

- (a) The Prepayments and Accrual Adjustment Amount is equal to:
 - (i) the amounts referred to clause 11.1; less
 - (ii) the sum of the amounts referred to in clauses 11.2 and 11.3.
- (b) Subject to the set-off referred to in clause 4.2(b):
 - (i) if the Prepayments and Accrual Adjustment Amount is a positive number then the Buyer must pay to the Seller the Prepayments and Accrual Adjustment Amount; and
 - (ii) if the Prepayments and Accrual Adjustment Amount is a negative number then the Seller must pay to the Buyer the Prepayments and Accrual Adjustment Amount.

12 Debtors and creditors

12.1 Seller retains Trade Debtors, Trade Creditors and Other Creditor Claims

The parties acknowledge and agree that:

- (a) on Completion, all Trade Debtors and Trade Creditors of the Business remain the property or responsibility of the Seller; and
- (b) except for the Assumed Liabilities, all Other Creditor Claims against the Business and any other Liability for expenditure incurred or any other Liability accrued by the Seller in the conduct of the Business before the Completion Date remain the obligations of the Seller.

12.2 Responsibilities following Completion

Subject at all times to clause 12.1, the parties acknowledge and agree that, for the avoidance of any doubt:

- (a) the Buyer is responsible for all debts, Liabilities and obligations of the Business and of the Buyer in respect of the period on and from Completion and the Buyer must indemnify and keep the Seller indemnified in relation to all such debts, Liabilities and other obligations; and
- (b) the Seller is responsible for all debts, Liabilities and obligations of the Business and of the Seller in respect of the period prior to Completion and the Seller must indemnify and keep the Buyer indemnified in relation to all such debts, Liabilities and other obligations.

12.3 Receipt of money

If, after the Completion Date, the Seller Parties or Buyer receives a payment which should have been paid to the other under this clause 12, then the party receiving such payment must account to the other party for the money received without any deduction or set-off within 10 Business Days of receipt of the payment.

12.4 Wrong Pockets

- (a) If, after Completion, a Seller Party or the Buyer identify an asset, contract or right that relates exclusively to the Business and which is held by a Seller Party, then as soon as practicable:
 - (i) that party must notify the others in writing, including details of the asset, contract or right; and
 - (ii) the Seller Party must do all such things as may be necessary or desirable to transfer or assign to the Buyer the asset, contract or right with effect from Completion.
- (b) If, after Completion, a Seller Party or the Buyer identify an asset, contract or right that is an Excluded Asset and which has been transferred to the Buyer, then as soon as practicable:
 - (i) that party must notify the other in writing, including details of the asset, contract or right; and
 - (ii) the Buyer must do all such things as may be necessary or desirable to:
 - (A) transfer or assign the Excluded Asset to the Seller Party with effect from Completion; and
 - (B) otherwise put the Seller Party into the position that they would have been in if the Excluded Asset had been retained by them on Completion.

13 Guarantee by Wellnex

13.1 Guarantee

In consideration of the Seller Parties entering into this agreement, Wellnex irrevocably and unconditionally guarantees to the Seller Parties the due and punctual performance of all present and future obligations and the payment of all present and future liabilities of the Buyer under any Transaction Document (**Guaranteed Obligations**) and must on demand by the Seller Parties perform those obligations or pay those liabilities in the manner specified in the relevant Transaction Document if the Buyer fails to do so.

13.2 Indemnity

As a separate and independent obligation from that contained in clause 13.1 Wellnex must pay to the Seller Parties on demand the amount of any and all Claims of any kind arising out of or in connection with any failure of the Buyer to perform any obligation or pay any liability under this agreement.

13.3 Non-performance or non-payment

If the Buyer fails to perform a Guaranteed Obligation or pay to the Seller Parties an amount of its Guaranteed Obligations, and Wellnex must immediately on demand from the Seller Parties perform that obligation and/or pay that amount to the Seller Parties.

13.4 Nature and preservation of Liability

Wellnex acknowledges and agrees that each of its obligations under this clause 13:

- (a) is a principal and continuing obligation and remains in full force until discharged and will not be affected by any principle of law or equity which might otherwise reduce or limit in any way the Liability of Wellnex under this clause 13; and
- (b) continues notwithstanding any amendment of this agreement or any waiver, consent or notice given under a Transaction Document by any party to another.

13.5 **Waiver of rights**

As long as any obligation of Wellnex is required, or may be required, to be complied with in connection with the guarantee in clause 13.1 or the indemnity in clause 13.2, Wellnex must not, without the Seller Parties prior written consent:

- (a) exercise any right of indemnity or subrogation which it might otherwise be entitled to claim and enforce against the Buyer; or
- (b) claim an amount in the liquidation, administration or insolvency of the Buyer.

13.6 **Principal and independent obligation**

This clause 13 is a principal obligation and is not to be treated as ancillary or collateral to any other right or obligation and extends to cover a Transaction Document as amended, varied, supplemented, renewed or replaced.

13.7 **Continuing guarantee and indemnity**

This clause 13 is a continuing obligation of Wellnex, despite Completion, and remains in full force and effect for so long as the Buyer has any Liability or obligation to the Seller Parties under a Transaction Document and until all of those liabilities or obligations have been fully discharged.

13.8 **No set off**

Wellnex has no right to set off, deduct or withhold any moneys that it may be or become liable to pay under this clause 13, against any moneys that the Seller Parties or any other Seller Group Member may be, or become, liable to pay to a Buyer Group Member whether under a Transaction Document or otherwise.

13.9 **Specific Security Deed**

From the date of this agreement and in support of the Guaranteed Obligations, Wellnex grants, in favour of the Seller Parties, a first ranking security, on the terms and conditions of the Specific Security Deed.

14 **Seller Guarantees**

14.1 **Lease Seller Guarantee**

The Seller Parties confirm that with the exception of the Lease Seller Guarantee, there are no other guarantees given by the Seller or its Related Parties that have been provided.

15 **Termination of Lease**

15.1 **Termination of Lease**

The Seller, Nassar and the Landlord must enter into a Deed of Termination of Lease duly executed between the Seller, Nassar and the Landlord on or prior to the Completion Date.

16 **Manufacturing Agreement**

16.1 **Buyer to indemnify Seller Parties**

The Buyer indemnifies the Seller and keeps the Seller indemnified at all times against all Claims and Liabilities arising as a result of any breach by the Buyer of, default by the Buyer under, or issue relating to, the terms of the Manufacturing Agreement on or after Completion.

16.2 Seller Parties to indemnify Buyer

Each of the Seller Parties indemnify the Buyer and keeps the Buyer indemnified at all times against all Claims and Liabilities incurred by the Buyer as a result of:

- (a) any breach of, default under or issue relating to the Manufacturing Agreement occurring before Completion; and
- (b) any breach, non-performance or non-observance of any obligation of a Seller Party under the Manufacturing Agreement which is due to be performed (or relates to the period) after the Completion Date incurred from acts, omissions or events caused or contributed to by a Seller Party, other than at the direction of the Buyer.

16.3 No merger

For the avoidance of doubt, the provisions of this clause 15 do not merge on Completion.

17 Inventory

17.1 Value and composition of Inventory

- (a) On the Stocktake Date, the Stocktake Representatives will conduct a stocktake by reviewing the Inventory on hand at the Premises, valuing all good and saleable Inventory at the current cost price to the Seller excluding GST (**Actual Inventory Value**).
- (b) On the Stocktake Date, the Inventory forming part of the Actual Inventory Value when bearing in all reasonable endeavours must include collectively:
 - (i) good and saleable finished Products, in a quantity sufficient to meet the forecast supply requirements of the Business, taking into account seasonality factors and market conditions; and
 - (ii) Product Raw Materials and Product Packaging, in a quantity which enables the manufacture and production of Products to meet the supply requirements of the Business,

for a minimum period of 1 month following Completion.

(Inventory Composition Requirements),
- (c) The determination of the Actual Inventory Value under clause 17.1(a) must be conducted, in accordance with the following principles:
 - (i) subject to the provisions of this clause 17.1(c), the Stocktake Representatives must decide the procedure to be followed;
 - (ii) the Stocktake Representatives must be instructed by the parties to conduct and complete the stock take on the Stocktake Date;
 - (iii) any Inventory with an expiry date of not less than 11 months prior to the Completion Date must be valued as good and saleable Inventory;
 - (iv) any Inventory that is in transit to the Seller that has not been delivered to the Seller by the Stocktake Date and is unable to be included in the stocktake conducted by the Stock Representative must still be included in the Stock Valuation Report as Inventory to be delivered and will form part of the Actual Inventory Value;
 - (v) any item of Inventory that is contaminated, defective, damaged, date expired, which are obsolete or otherwise unusable or unsaleable in the normal course of business (including any goods not valued as good and saleable Inventory under clause 17.1(c)(iii)) as at Completion) (**Excluded Inventory**) will be excluded from the calculation of the Actual Inventory Value;

- (vi) Retained Raw Materials will be excluded from the calculation of the Actual Inventory Value;
- (vii) the Inventory of purchased items is to be valued at historic purchase cost, and manufactured items valued at its manufactured and component cost;
- (viii) the Seller must provide the Stocktake Representatives with any information and assistance reasonably required by the Stocktake Representatives to determine the Actual Inventory Value, and assess whether the Inventory Composition Requirements have been met;
- (ix) the Stocktake Representatives must produce a written report identifying the Actual Inventory Value and confirming whether the Inventory Composition Requirements have been met (**Stock Valuation Report**) and be required to deliver such report to each of the Buyer and the Seller upon the completion of the stock take (and in any event no later than the Completion Date); and
- (x) the determination of the Actual Inventory Value by the Stocktake Representatives will be final and binding on the parties in the absence of manifest error.

17.2 Dispute

If either party does not agree with the Actual Inventory Amount set out in the Stock Valuation Report and considers that there has been a manifest error in the valuation of the Actual Inventory Amount by the Stocktake Representatives, then:

- (a) the Buyer and the Seller must appoint another independent stock take valuation expert within 48 hours of delivery of the Stock Valuation Report; and
- (b) that new expert must be instructed to conduct a stocktake in accordance with clause 17.1.

17.3 Excluded Inventory

To the extent that there is any Excluded Inventory, then:

- (a) the Buyer may elect for the Seller to remove and dispose of such Excluded Inventory, on or prior to the Completion Date, such removal and disposal to be at the cost of the Seller; and/or
- (b) the Buyer may elect to remove and dispose of such Excluded Inventory, after the Completion Date, at the cost of the Seller; and/or
- (c) the Buyer may elect to retain such Excluded Inventory, at a price to be agreed between the parties.

17.4 Inventory Adjustment Amount

- (a) Subject to this clause 17.4, the Inventory Adjustment Amount is equal to the Actual Inventory Value less Target Inventory Value.
- (b) Notwithstanding anything else in this agreement, the Buyer is not obliged to purchase any Inventory in excess of the Inventory Threshold.
- (c) To the extent that the Actual Inventory Value exceeds the Inventory Threshold, the Seller Parties grant the Buyer an option to purchase all or part of such excess Inventory at cost price (**Inventory Option**). The excess Inventory to be purchased by the Buyer (if any) pursuant to the Inventory Option will be determined by the Buyer at its sole discretion.
- (d) For the avoidance of doubt, to the extent that the Actual Inventory Value exceeds the Inventory Threshold:
 - (i) the Buyer is under no obligation to exercise the Inventory Option; and

- (ii) where the Buyer does not exercise the Inventory Option, the maximum Inventory Adjustment Amount that will be payable by the Buyer under 17.4(e)(i) will be the Inventory Threshold less the Target Inventory Value.
- (e) Subject to the set-off referred to in clause 4.2(b):
 - (i) if the Inventory Adjustment Amount is a positive number then the Buyer must pay to the Seller the Inventory Adjustment Amount (subject to this clause 17.4); or
 - (ii) if the Inventory Adjustment Amount is a negative number then the Seller must pay to the Buyer the Inventory Adjustment Amount.

18 Transfer of TGA Registrations

18.1 Transfer by Completion

Without limiting clause 8.3, in respect of the TGA Registrations, the Seller Parties and the Buyer must use their best endeavours to obtain, by Completion, a transfer of the TGA Registrations to the Buyer (or its nominee):

- (a) with effect on and from Completion;
- (b) together with the right to record proprietorship of the TGA Registrations (if applicable) on any applicable government or regulatory registers (including those maintained by the TGA) in any jurisdiction; and
- (c) together with the right to take action (and recover and retain damages or an account of profits or any other available remedy) against third parties for infringement of any of the TGA Registrations, including where the infringement or relevant conduct took place before Completion.

18.2 Where transfer not obtained by Completion

Without limiting the Buyer's other rights and remedies, if the transfer of a TGA Registrations required under clause 18.1 has not occurred by Completion, then on and from Completion and until the date that any such transfer occurs and to the fullest extent permitted by the terms of the TGA Registrations, the relevant Seller Party must:

- (a) hold the benefit of the TGA Registrations on trust for the Buyer;
- (b) promptly execute all documents and do all things reasonably necessary or requested by the Buyer to ensure that a transfer occurs as soon as reasonably practicable after Completion;
- (c) do all things reasonably necessary to maintain, renew, preserve the value of, and keep in good standing the TGA Registrations, and pay all costs, fees, expenses and duties of and incidental to the maintenance or renewal of the TGA Registrations;
- (d) other than as directed by the Buyer, not dispose of, or do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a disposal of any legal, beneficial or economic interest or right in the TGA Registrations;
- (e) not cause or permit anything which may:
 - (i) damage or endanger the TGA Registrations or its rights in the TGA Registrations;
 - (ii) prejudice or have an adverse effect on the Buyer's right to use and exploit the TGA Registrations to its maximum potential;
 or assist or allow others to do so;

- (f) delegate management of the TGA Registrations to the Buyer to the extent that it is possible and lawful to do so, or comply with the Buyer's directions in the management of the TGA Registrations; and
- (g) promptly provide to the Buyer copies of all correspondence, documents or information received or obtained in relation to the TGA Registrations (including from the TGA).

19 Post-completion conduct

19.1 Use of phone number

The parties agree that:

- (a) on Completion, the Seller will surrender or cause to be surrendered the 1300 333 365 phone number (**Phone Number**) and use its best endeavours to assist the transfer of the Phone Number to the Buyer;
- (b) until the Phone Number is transferred to the Buyer in accordance with clause 19.1(a), the Seller has an obligation to reasonably assist the Buyer in attending to customer calls to the Phone Number that relate to the Business and the Products and promptly referring these customers directly to the Buyer;
- (c) for the period of 12 months from Completion, the Buyer has an obligation to reasonably assist the Seller in attending to customer calls to the Phone Number that relate to the Athelite Business and promptly referring these customers directly to the Seller; and
- (d) the Seller must obtain a new phone number for its Athelite Business within 6 months from Completion.

20 Seller Party Warranties

20.1 Warranties

- (a) Each of the Seller Parties severally represents and warrants to the Buyer that each of the Warranties:
 - (i) is true and accurate at the date of this agreement; and
 - (ii) will be true and accurate on the Completion Date.
- (b) Each Seller Party indemnifies, and agrees to reimburse and compensate, the Buyer in respect of Liability suffered by the Buyer in connection with a breach of a Warranty.
- (c) Each of the Warranties must be construed independently and are not limited by reference to another Warranty.
- (d) Each of the Warranties is given as at the date of this agreement and as at the Completion Date (except to the extent that the Warranty is expressed to be given as at a particular date or dates only, in which case the Warranty is only given as to that date or dates).

20.2 Limitations on the Seller Parties' Liability for Warranties

- (a) The Buyer acknowledges that, in considering whether or not to make an offer for the Business and Assets and in conducting its due diligence, it did so on the basis that all the information it received from or on behalf of the Seller Parties concerning the Business and the Assets (including the Disclosure Material) expressly excluded any reliance on information given to the Buyer or statements or representations of or on behalf the Seller Parties, other than the Warranties. The Buyer represents and warrants to the Seller Parties that:

- (i) in conducting its due diligence and in entering into this agreement and proceeding to Completion, it did not rely and is not relying on any statement, representation, warranty, forecast, opinion or statement of belief made by or on behalf of the Seller Parties or on any other conduct engaged in by the Seller Parties other than the Warranties;
 - (ii) it has had full opportunity to review the materials in the Data Room and otherwise conduct its own due diligence in relation to the Business and the 365 Heath Assets;
 - (iii) no Seller Party or their representatives have made or make any representations or warranties as to the accuracy or completeness of the Disclosure Material (other than as contained in the Warranties).
- (b) The Buyer agrees that, except in the case of any fraud or intentionally misleading or deceptive conduct by the Seller Parties:
 - (i) except as provided in the Warranties all guarantees, warranties, representations or other terms relating to this agreement or its subject matter (whether express, implied, written, oral, collateral, statutory or otherwise) not expressly contained in this agreement are excluded to the maximum extent permitted by law and, to the extent that they cannot be excluded, the Seller Parties disclaim all Liability in relation to them to the maximum extent permitted by law; and
 - (ii) to the maximum extent permitted by law, the Buyer will not make and waives any right it may have to make any Claim against the Seller Parties under the Australian Consumer Law (including sections 4, 18 and 29 of the Australian Consumer Law), the Corporations Act (including section 1041H of that Act), the *Australian Securities and Investments Commission Act 2001* (Cth) or the corresponding provision of any other federal, state or territory legislation, or a similar provision under any applicable law, for any act or omission concerning the transactions contemplated by this agreement or for any statement or representation concerning any of those things.
- (c) The Seller Parties are not liable to make any payment (whether by way of damages or otherwise) pursuant to any Warranty Claim to the extent that:
 - (i) the Warranty Claim is based on any fact, matter or circumstance:
 - (A) fairly disclosed in this agreement; or
 - (B) fairly disclosed in the Disclosure Material; or
 - (ii) the Warranty Claim arises from a negligent act or omission by the Buyer following Completion.
- (d) The maximum aggregate amount that the Buyer may recover from the Seller Parties under a Claim, is an amount equal to 80% of the Purchase Price.
- (e) The Seller Parties are not liable to make any payment (whether by way of damages or otherwise) for any Warranty Claim under or pursuant to this agreement unless and until the aggregate of the Warranty Claims exceeds \$150,000, in which event the Seller Parties are liable for the whole of that amount, not merely the excess.
- (f) Other than as a result of an illegal, fraudulent, or intentionally misleading or deceptive act or omission of the Seller Parties, a Seller Party is not liable to make any payment (whether by way of damages or otherwise) for any Warranty Claim unless notice of the Warranty Claim against the Seller Party is given by the Buyer within 24 months of Completion.
- (g) A Seller Party is not liable for a Warranty Claim and the Warranty Claim is taken to be withdrawn, unless the Buyer serves legal proceedings against the Seller Party for the

Warranty Claim within 12 months after the date that the Buyer gives notice under clause 20.2(f).

20.3 **Other limitations**

A Seller Party is not liable to make any payment (whether by way of damages or otherwise) to the Buyer in respect of any Claim to the extent that any Liability:

- (a) relates to Consequential Loss;
- (b) is contingent, prospective, not ascertained or ascertainable, unless and until such liability becomes an actual liability;
- (c) arises from or is in respect of:
 - (i) any law not in force at the date of this agreement including any such law which takes effect retrospectively;
 - (ii) a change in the judicial interpretation of the law in any jurisdiction after the date of this agreement; or
 - (iii) a change in the administrative practice of any Government Agency after the date of this agreement including any such change which takes effect retrospectively; or
- (d) is remedied to the satisfaction of the Buyer (acting reasonably) within 30 Business Days after the Seller Party receives written notice of the Claim from the Buyer.

20.4 **Duty to mitigate**

Each party must, to the extent that it is able, procure that all reasonable steps are taken to avoid or mitigate any loss or damage which it may suffer in consequence of any fact, matter, event or circumstance likely to give rise to a Claim, except that nothing in this clause requires the Buyer to take any steps which it reasonably considers to be contrary to the best interests of the Buyer or its Related Bodies Corporate.

20.5 **Mitigation of Loss**

If the Buyer does not comply with clause 20.4 and compliance would have mitigated the relevant Liabilities, the Seller Parties are not liable to the extent that the Liabilities would have been reduced.

20.6 **Later recovery**

After a Seller Party has made any payment to the Buyer for any Claim by the Buyer, if the Buyer receives any benefit or credit, including by claiming an indemnity against or otherwise recovering from a person other than the Seller Party, in respect of any Loss arising in connection with a Claim (including payment under any insurance policy), the Buyer must immediately repay to the Seller Party an amount corresponding to the amount of the payment received by the Seller Party, or (if less) the amount of the payment or benefit or credit received by the Buyer, in each case less all costs incurred by the Buyer in recovering the payment or benefit (including the net present value of any increase or likely increase in insurance premiums in respect of future periods), and any Tax payable by the Buyer as a result of receiving the payment or benefit.

20.7 **Buyer's breach**

The Seller Parties are not liable to make any payment (whether by way of damages or otherwise) for any Claim by the Buyer under or pursuant to this agreement to the extent the Seller Parties' position is compromised or prejudiced by any breach by the Buyer of any provision of this agreement.

20.8 Tax benefits or credits received by the Buyer

Without limiting clause 20.6, if any payment in respect of a Claim is made to the Buyer by or on behalf of a Seller Party and after the payment is made, the Buyer receives any benefit or credit or relief in respect of Tax in relation to the subject matter of the Claim (including payment under any insurance policy) then:

- (a) the Buyer must promptly notify the Seller Party of the benefit, credit or relief; and
- (b) to the extent that the Seller Party has paid to the Buyer an amount in respect of a Claim to which that benefit, credit or relief in respect of Tax relates, must immediately pay to the Seller Party an amount equal to the lesser of the amount paid and the amount of the benefit, credit or relief received by the Buyer net of all costs of recovery.

20.9 Reduction of Purchase Price

A payment made pursuant to the agreement with respect to the breach of a Warranty or under an indemnity by:

- (a) the Seller Party is to be treated as a reduction of the Purchase Price received by the Seller Parties; and
- (b) the Buyer is to be treated as an increase to the Purchase Price.

21 Buyer warranties

21.1 Warranties by the Buyer

The Buyer represents and warrants to the Seller that each of the following is true and accurate as at the date of this agreement and will be true and accurate on the Completion Date in respect of itself:

- (a) where such person is a body corporate, they are duly incorporated under the Corporations Act and have full power and authority to enter into, exercise its rights and perform and comply with its obligations under this agreement;
- (b) the entry into and execution of this agreement by it, is legal, valid and binding against it in accordance with its terms;
- (c) the execution, delivery and performance of this agreement by it:
 - (i) will not violate any legislation or rule of law or regulation, authorisation, consent or any order or decree of any governmental authority;
 - (ii) will not violate its constitution or any legislation, rules or other document constituting that party or governing its actions;
 - (iii) will not violate any instrument to which it is a party or which is binding on it or any of its assets; and
 - (iv) other than provided for in this agreement, will not result in the creation or imposition of any Encumbrance or restriction of any nature on its assets;
- (d) it is not bound by any contract, arrangement or understanding (written or unwritten) which may restrict its right or ability to enter into or perform this agreement;
- (e) save for any required ASX Approvals, it has taken all action and obtained all consents necessary to enter into and perform its obligations under this agreement; and
- (f) it is not subject to an Insolvency Event, no Insolvency Event has been threatened against it, and no event which may give rise to an Insolvency Event has occurred in respect of it.

22 Wellnex warranties

- (a) Wellnex represents and warrants to the Seller that Wellnex is the legal and beneficial owner of all the issued shares of the Buyer and will remain the legal and beneficial owner of all of the issued shares of the Buyer on the Completion Date.
- (b) Wellnex warrants that it:
 - (i) will not transfer, assign or otherwise deal with or alienate the shares of the Buyer;
 - (ii) must procure a release of any Encumbrance or restriction of any nature over the shares in the Buyer;
 - (iii) must not cause any Encumbrance to the shares of the Buyer; and
 - (iv) will store all its assets in a specific location and will not remove them unless sold to a customer.

23 Restraint

23.1 Definitions

In this clause 23:

- (a) **Associate** has the same meaning as "associate" in the Corporations Act and includes a person deemed to be an associate of a designated body (within the meaning of section 12 of the Corporations Act).
- (b) **Control** means, with respect to any person (other than an individual), the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:
 - (i) direct or indirect ownership of more than 50% of the voting rights of such person; or
 - (ii) the right to appoint the majority of members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the Assets of such person.
- (c) **Engaged or Involved** includes direct or indirect involvement as a principal, agent, partner, employee, shareholder, unitholder, director, trustee, beneficiary, manager, consultant, adviser or financier.
- (d) **Restraint Area** means each of the following areas separately:
 - (i) Australia and New Zealand;
 - (ii) Australia;
 - (iii) the States of Queensland, Victoria and New South Wales;
 - (iv) the States of Victoria and New South Wales; and
 - (v) the State of New South Wales.
- (e) **Restrained Business** means a business, activity or operation that is the same as, substantially similar to, or competitive with the Business. For the avoidance of doubt, neither this definition nor clause 23.2 operate to prohibit a Restrained Party from conducting the Athelite Business in any way.
- (f) **Restrained Party** means each of the Seller Parties and Nassar.

- (g) **Restraint** means the undertakings given under clause 23.2.
- (h) **Restraint Period** means each of the following periods separately, in each case starting on and from the Completion Date:
 - (i) 5 years;
 - (ii) 3 years;
 - (iii) 1 year; and
 - (iv) 6 months.

23.2 **Business restrictions**

Subject to clauses 23.5 and 23.6, in consideration of the Buyer entering into this agreement with the Seller Parties and in order to protect the Goodwill, each Restrained Party undertakes to the Buyer that it will not, either directly or indirectly, during the Restraint Period:

- (a) be Engaged or Involved within the Restraint Areas in any Restrained Business;
- (b) interfere or cause to interfere directly or indirectly with the relationship between the Business and its clients or customers, employees, contractors or suppliers which includes employing, soliciting or enticing away from the Business any contractor, supplier or client of the Business or act in any way to assist any of them to terminate their engagement or arrangements with the Buyer;
- (c) at any time, do or say anything which may be harmful to the reputation of the Business; or
- (d) counsel, procure or otherwise assist any person to do any of the acts referred to in this clause 23.2,

without the prior written consent of the Buyer.

23.3 **Affiliates**

Each Restrained Party must ensure that no:

- (a) Associate, Related Body Corporate or member of the Restrained Party;
- (b) body corporate which:
 - (i) the Restrained Party;
 - (ii) a member of the Restrained Party; or
 - (iii) an Associate of the Restrained Party,Controls; or
- (c) unitholder of a trust for which:
 - (i) the Restrained Person;
 - (ii) a member of the Restrained Party; or
 - (iii) an Associate of the Restrained Party,is a trustee,

(each an **Affiliate**) does any of the things that a Restrained Party cannot do under clause 23.2.

23.4 Severability

- (a) Each of the Restraint Areas and each of the Restraint Periods are a separate and independent obligation from the other restraint obligations imposed but are cumulative in effect, and it is the parties' intention to enforce those obligations in order of priority in which they are defined (namely sub-clause (a) first, sub-clause (b) second and so forth).
- (b) If one or more combinations of the Restraint Areas or the Restraint Periods constitutes an undue restraint of trade or is unenforceable or illegal, that fact does not affect:
 - (i) the other Restraint Areas and Restraint Periods; or
 - (ii) the remainder of this agreement which continues to operate in full force and effect,

and that part of the undertaking may be severed without affecting the enforceability of the rest of that undertaking, other undertaking or other combination of undertakings.
- (c) The parties intend the Restraint Area and the Restraint Period to operate to the maximum extent, and each Seller Party acknowledges and agrees that both the maximum Restraint Area and the maximum Restraint Period are fair and reasonable in the context of the restraints set out in clause 23.2.

23.5 Athelite Brand and Products

- (a) The Buyer confirms that it does not acquire under this agreement any interest in any assets owned by the Seller which relate to the "Athelite" brand including products marketed under that brand, goodwill, and Intellectual Property Rights therein (**Athelite Assets**).
- (b) Subject to clause 23.5(c), nothing in clause 23.2 prohibits a Restrained Party from selling any products arising from the Athelite Business including those which, at Completion, also include a Painaway logo (**Co-Branded Products**).
- (c) A Restrained Party may only sell, supply, market and advertise the Co-Branded Products for a period of 6 months from the Completion Date. On and from Completion, a Restrained Party must not, and must not procure a third party to, manufacture or produce Co-Branded Products.
- (d) The Buyer may only sell, supply, market and advertise any Products which display the logos the subject of the Sponsorship Agreements (**Sponsored Products**) for a period of 6 months from the Completion Date, and the Seller must procure any necessary consents and approvals required by the Sponsorship Agreement counterparties for the Buyer to engage in such sale or supply. On and from Completion, the Buyer must not, and must not procure a third party to, manufacture or produce Sponsored Products.

23.6 Exceptions

This clause 23 does not restrict a Restrained Party or any of their Affiliates from holding five percent or less of the shares of a company listed on a stock exchange.

23.7 Acknowledgements

Each Seller Party severally acknowledges and confirms that:

- (a) the prohibitions and restrictions contained in this clause are reasonable and necessary to protect the value of the Goodwill of the Business;
- (b) they have received valuable consideration or a valuable benefit for agreeing to the covenants in this clause 23;
- (c) the prohibitions and restrictions as contained in this clause are for the benefit of the Buyer and the Business with effect from the Completion Date; and

- (d) damages may not adequately compensate the Buyer for a breach under clause 23.2, and accordingly in addition, and without prejudice to any other remedy which the Buyer may have, the Buyer is entitled to seek and obtain injunctive relief in any court of competent jurisdiction.

24 GST

24.1 Definitions

Capitalised expressions which are not defined in this agreement but which have a defined meaning in the GST Act have the same meaning in this clause.

24.2 Going concern

- (a) The parties agree that:
 - (i) the sale and purchase of the Business and the 365 Health Assets under this agreement, together with the Seller's obligations under clause 3.2, is a Supply of a Going Concern by the Seller to the Buyer;
 - (ii) the sale and purchase of the Ziptime Assets under this agreement is not a Supply of a Going Concern by Ziptime to the Buyer;
 - (iii) the sale and purchase of the One Zero Trade Marks under this agreement is not a Supply of a Going Concern by One Zero to the Buyer; and
 - (iv) the sale and purchase of the TGA Registrations under this agreement is not a Supply of a Going Concern by Twisobell to the Buyer.
- (b) The Buyer warrants and represents that:
 - (i) it is registered under the GST Act as at the date of this agreement and will do all things necessary to ensure that it will remain registered until Completion; and
 - (ii) if for any reason it ceases to be registered under the GST Act before Completion it will immediately notify the Seller.

24.3 Gross up for GST if the Supply is not a Supply of a Going Concern

- (a) Subject to clause 24.3(b), the Buyer acknowledges that the Purchase Price agreed under this agreement has been agreed on the basis that the supply of the Business and 365 Health Assets (together with the Seller's obligations under clause 3.2) is a Supply of a Going Concern that is GST-free under section 38-325 of the GST Act.
- (b) If for any reason GST is or becomes payable to any extent by any Entity making a Supply made under this agreement (**Supplier**), the Buyer must pay an additional amount to the Supplier, as applicable, on account of the GST payable by the Supplier for that Supply plus any interest and penalties imposed on the Supplier by the Commissioner of Taxation in regards to the Supply (**GST Amount**).
- (c) Payment of the GST Amount under clause 24.3(b) is subject to the Supplier first providing a Tax Invoice to the Buyer and to the extent the Supplier holds them, copies of all correspondence with the Australian Taxation Office or Commissioner of Taxation (including assessments) confirming that a Supply (or part thereof) is not a GST-free Supply of a Going Concern and that GST is payable (**Correspondence**).
- (d) Payment of the GST Amount under clause 24.3(b) must be made within 10 Business Days after the Buyer receives the Tax Invoice and the Correspondence (if any) from the Supplier.

25 Confidentiality and announcements

25.1 General obligation

- (a) Subject to clause 25.1(b), a Receiving Party must:
 - (i) keep the Confidential Information of or relating to the Disclosing Party confidential and not directly or indirectly disclose, divulge or communicate any of that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
 - (ii) take all reasonable steps to secure and keep secure all Confidential Information of or relating to the Disclosing Party which comes into its possession or control; and
 - (iii) not memorise, use, modify, reverse engineer or make copies, notes or records of that Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this agreement,

and must ensure that their respective officers, employees, contractors, professional advisers, representatives and agents (**Personnel**) do likewise.
- (b) The obligations of confidentiality under clause 25.1(a) do not apply to any Confidential Information that is disclosed by a Receiving Party:
 - (i) on a confidential basis to its advisers (including lawyers and bankers) to enable them to advise in connection with this agreement (including its administration or enforcement);
 - (ii) to a person whose consent is needed in connection with this agreement if the Receiving Party gets the consenting person to agree to keep the information confidential (and then only to the extent that the consenting person needs to know the information in order to decide whether to consent);
 - (iii) if that information is in the public domain (other than because the party has disclosed it in breach of this agreement);
 - (iv) if the Receiving Party lawfully had the information before it was disclosed to them in connection with this agreement;
 - (v) with the consent of the Disclosing Party;
 - (vi) in proper course of legal or other proceedings relating to this agreement;
 - (vii) if compelled by law or by an authority such as a Government Agency, court, tribunal, or if required under the rules of an applicable stock exchange; or
 - (viii) if this agreement, or any non disclosure agreement signed by the parties in relation to the Business that is still in force, expressly requires or permits a party to disclose information, but only after consulting with each other party beforehand as to the content and timing of the disclosure.

25.2 Agreement on press announcements

- (a) The parties must in good faith agree at or before Completion on the form of any press announcement or public statement that they will each make concerning this agreement.
- (b) No party will make or authorise a public announcement or communication relating to the negotiations of the parties or the existence, subject matter or terms of this agreement or Completion unless:
 - (i) it has the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed); or

- (ii) it is required to do so by law or stock exchange rules and, to the extent practicable, gives the other parties:
 - (A) reasonable notice; and
 - (B) a copy of and the opportunity to comment on, and propose amendments to, the intended announcement or communication.

25.3 Post Completion

On and from Completion:

- (a) all Information in the possession or control of the Seller Parties relating to or in any way connected with the Assets or the Business (including the Ingredients Lists) will be deemed to be "Confidential Information" of or relating to the Buyer for the purposes of this clause 25 and the Seller Parties must comply with the provisions of this clause 25 as if the Seller Parties were a "Receiving Party" of that Confidential Information; and
- (b) the Buyer may make use of the Confidential Information of the Business as it sees fit and without restriction under this agreement.

25.4 Continuing obligation

This clause 25 continues to bind the parties after Completion and after the parties' other obligations under this agreement terminate.

26 Notices

26.1 Notices

- (a) A notice under this agreement (**Notice**) must be in writing and signed by or on behalf of the sender addressed to the recipient and:
 - (i) delivered by personal service;
 - (ii) sent by pre-paid mail; or
 - (iii) transmitted by email,to the recipient's address set out in this agreement.
- (b) A Notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered in person, on the day of delivery;
 - (ii) if sent by pre-paid mail within Australia, on the third Business Day after posting; and
 - (iii) if sent by pre-paid airmail to an address outside Australia or from outside Australia, on the fifth Business Day (at the address to which it is posted) after posting; and
 - (iv) if transmitted by email, on the day of transmission, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.
- (c) A party may change its address for service by giving Notice of that change to each other party.
- (d) The provisions of this clause 25 are in addition to any other mode of service permitted by law.

- (e) If a Notice is sent by any method other than pre-paid mail, and that Notice is received:
 - (i) on a day which is not a Business Day; or
 - (ii) after 5pm on a Business Day,that Notice is deemed to be received at 9:00am on the next Business Day.
- (f) A Notice sent or delivered in a manner provided by this clause 25 must be treated as validly given to and received by the party to which it is addressed even if the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent.
- (g) If the party to which a Notice is intended to be given consists of more than one person then the Notice must be treated as given to that party if given to any of those persons.

26.2 **Addresses**

Each party's address for service and delivery of Notices is initially:

- (a) for the **Seller Parties**, as set out next to their name in item 1 of Schedule 1; and
- (b) for the **Buyer**, as set out next to their name in item 2 of Schedule 1; and
- (c) for **Wellnex**, as set out next to their name in item 3 of Schedule 1.

27 **General**

27.1 **Stamp duty**

- (a) The Buyer must pay the stamp duty payable or assessed in connection with the sale and purchase of the Business contemplated under this agreement.
- (b) Each Seller Party must provide all reasonable assistance and information to the Buyer to enable the Buyer to meet its obligations to make any necessary lodgements with a Government Agency with respect to stamp duty.

27.2 **Legal costs**

Except as expressly stated otherwise in this agreement including for the avoidance of doubt the payment to be made by the Buyer to the Seller under clause 6, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this agreement.

27.3 **Governing law and jurisdiction**

- (a) This agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

27.4 **Severability**

- (a) Subject to clause 27.4(b), if a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement.
- (b) Clause 27.4(a) does not apply if severing the provision:

- (i) materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties; or
- (ii) would be contrary to public policy.

27.5 Further assurance

Each party must promptly do whatever any other party reasonably requires of it to give effect to this agreement and to perform its obligations under it.

27.6 Consents

Except as expressly stated otherwise in this agreement, a party may conditionally or unconditionally give or withhold consent to be given under this agreement and is not obliged to give reasons for doing so.

27.7 Rights, powers and remedies

- (a) Except as expressly stated otherwise in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights of that party.
- (b) A party's failure or delay to exercise a right, power or remedy does not operate as a waiver of that right, power or remedy.
- (c) A single or partial exercise or waiver by a party of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right.
- (d) A party may exercise a right, power or remedy (including giving or withholding its approval or consent) entirely at its discretion (including by imposing conditions).
- (e) In exercising, or deciding not to exercise, a right, power or remedy, a party is not required to take into account any adverse effect on another party.
- (f) Each party agrees to comply with the conditions of any approval, consent or waiver given by another party.
- (g) Waiver of a right, power or remedy is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- (h) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

27.8 Amendment

This agreement may only be varied or replaced by a document executed by the parties.

27.9 Assignment

A party must not assign its interest in, create or allow to exist any third party interest over or otherwise deal with any right under this agreement without the prior written consent of the other parties. Any purported dealing in breach of this clause is of no effect.

27.10 Counterparts

- (a) This agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one agreement. If there are a number of signed copies, they are treated as making up the one agreement and the date on which the last counterpart is executed is the date of this agreement.
- (b) A party is entitled to treat (and it shall be deemed) a signed copy of this agreement exchanged by electronic mail in portable document format (PDF) as an original signed agreement. The parties agree that an electronic signature (including via 'DocuSign') will have the same effect as a handwritten signature.

27.11 Entire understanding

- (a) This agreement contains the entire understanding between the parties as to the subject matter of this agreement.
- (b) Except in relation to any non-disclosure or similar agreement signed by the parties in relation to the Business that is still in force, all previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this agreement and are of no effect. No party is liable to any other in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

27.12 Time of the essence

- (a) Time is of the essence of this agreement.
- (b) If the parties agree to vary a time requirement (including in this agreement), the time requirement so varied is of the essence of this agreement.
- (c) An agreement to vary a time requirement set out in this agreement must be in writing.

Schedule 1

Notice Details

1 Seller Parties

Seller Party	Notice details
365 Health Australia Pty Ltd (ACN 151 146 977)	Attention: The Directors
	Address: Level 12, 60 Castlereagh Street, Sydney NSW 2000
	Email: Elias Nassar, info@365health.com.au
	Copies to: michael@mjmediation.com.au
Ziptime Pty Ltd (ACN 151 147 161)	Attention: The Directors
	Address: Level 12, 60 Castlereagh Street, Sydney NSW 2000
	Email: Elias Nassar, info@365health.com.au
	Copies to: michael@mjmediation.com.au
One Zero Pty Limited (ACN 128 389 524)	Attention: The Directors
	Address: Level 12, 60 Castlereagh Street, Sydney NSW 2000
	Email: Elias Nassar, info@365health.com.au
	Copies to: michael@mjmediation.com.au
Twisobell Health Pty Ltd (ACN 151 054 492)	Attention: The Directors
	Address: Level 12, 60 Castlereagh Street, Sydney NSW 2000
	Email: Elias Nassar, info@365health.com.au
	Copies to: michael@mjmediation.com.au

2 Buyer

Buyer	Notice details
BSPSPA Pty Ltd (ACN 670 837 028)	Attention: The Directors
	Address: Building 2, Suite 69, Level 3, 574 Plummer Street, Port Melbourne VIC 3207
	Email: george.k@wellnexlife.com.au

3 Wellnex

Buyer	Notice details	
Wellnex Life Limited (ACN 150 759 363)	Attention:	The Directors
	Address:	Building 2, Suite 69, Level 3, 574 Plummer Street, Port Melbourne VIC 3207
	Email:	george.k@wellnexlife.com.au

Schedule 2

Warranties

1 Legal capacity of the Seller Parties

- 1.1 Each Seller Party is a body corporate duly incorporated under the Corporations Act and has full power and authority to enter into, exercise its rights and perform and comply with its obligations under this agreement.
- 1.2 This agreement has been executed by the Seller Parties and is legal, valid and binding against them in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement by the Seller Parties:
 - (a) will not violate any legislation or rule of law or regulation, authorisation, consent or any order or decree of any governmental authority;
 - (b) will not violate any Seller Parties' constitution or any legislation, rules or other document constituting that party or governing its actions;
 - (c) will not violate any instrument to which the Seller Parties are a party or which is binding on it or any of their assets; and
 - (d) other than provided for in this agreement, will not result in the creation or imposition of any Encumbrance or restriction of any nature on the Seller Parties' assets.
- 1.4 No Seller Party is bound by any contract, arrangement or understanding (written or unwritten) which may restrict its right or ability to enter into or perform this agreement.
- 1.5 Each Seller Party has taken all action and obtained all consents necessary to enter into and perform their obligations under this agreement.
- 1.6 No Seller Party is subject to an Insolvency Event and no Insolvency Event has been threatened against a Seller Party.

2 Business Warranties

(Assets and Plant and Equipment)

- 2.1 The Seller is the legal and beneficial owner of the Business and the 365 Health Assets and has the legal right to sell the Business and the 365 Health Assets to the Buyer free from all Encumbrances (other than the Permitted Encumbrances).
- 2.2 Ziptime is the legal owner of the Ziptime Assets and has the legal right to sell the Ziptime Assets to the Buyer free from all Encumbrances (other than the Permitted Encumbrances).
- 2.3 One Zero is the legal owner of One Zero Trade Marks and has the legal right to sell the One Zero Trade Marks to the Buyer free from all Encumbrances (other than the Permitted Encumbrances).
- 2.4 Twisobell is the sponsor and has the right to transfer to the TGA Registrations to the Buyer (or its nominee).
- 2.5 Other than the Excluded Assets, the Assets comprise all the assets used by the Seller in its conduct and operation of the Business, prior to Completion.
- 2.6 The Assets:
 - (a) as at the Completion Date, will not be subject to any Encumbrances or other third party interests over or affecting any Asset (other than the Permitted Encumbrances), and the

Seller Parties are not a party to any agreement to grant any Encumbrance or other third party interest over any Asset;

- (b) are in the possession of the Seller Parties;
 - (c) are not subject to any order, notice or requirement of any Government Agency;
 - (d) have been operated in accordance with all applicable laws; and
 - (e) will remain substantially the same as at the Completion Date.
- 2.7 Each item of Plant and Equipment is consistent with its age.
- 2.8 To the extent it is not in transit, in the possession of the Buyer Parties or their agents, all the Inventory is:
- (a) in the physical possession of the Seller;
 - (b) the Manufacturer; and
 - (c) located at the Premises.
- (Products)**
- 2.9 As far as the Seller Parties are aware, the Seller Parties have not manufactured, sold or supplied any products (including the Products) that, in the 2 years prior to the date of this agreement:
- (a) are or were or will become faulty or defective in any material respect, other than by misuse on the part of the party to whom the products were supplied; or
 - (b) do not comply, in any material respect, with any warranties or representations expressly or impliedly made or given by the Seller or with all applicable regulations, standards and requirements (including under the TGA).
- 2.10 Other than disclosed in the Disclosure Materials, the Seller Parties have not received in the 2 years prior to the date of this agreement, any Claim in connection with any defective Product or other product supplied by them in the conduct of the Business.
- 2.11 In the 5 years prior to the date of this agreement, none of the Seller Parties have in relation to any of the Assets or the Business committed or omitted to do any act or thing the commission or omission of which is a contravention of the *Competition and Consumer Act 2010 (Cth)* or its predecessor legislation.

(Manufacturing Agreement)

- 2.12 Other than the Excluded Assets, the Manufacturing Agreement is the only contract that is material to the Seller's overall operation of the Business prior to Completion.
- 2.13 The Data Room contains a true copy of the Manufacturing Agreement.
- 2.14 Other than the addition of new Products from time to time during the term of the Manufacturing Agreement, there have been no amendments to the Manufacturing Agreement and there are no unwritten agreements or arrangements affecting the terms of the Manufacturing Agreement.
- (a) the Manufacturing Agreement has been properly executed by all parties to it;
 - (b) is in current force and effect and enforceable in accordance with its terms by the Seller; and
 - (c) is on arm's length terms and was entered into in the ordinary course of business.
- 2.15 The Seller has duly performed and observed all its material obligations, and, so far as the Seller is aware, the other party have duly performed and observed all its material obligations, under the Manufacturing Agreement. As at the date of this agreement, the Seller has not received or given any notice of termination of the Manufacturing Agreement.

(Property)

- 2.16 The Seller has exclusive occupation and quiet enjoyment of the Premises and enjoys the benefits of all easements, rights, interests and privileges necessary or appropriate for the of its existing use by the Business from the Premises.
- 2.17 The Lease is valid and subsisting, on arm's length terms and within the ordinary course of performance of the Business.
- 2.18 The Seller has not agreed to assign, sublease or otherwise deal with its interest in the Property to any other person other than the Buyer.
- 2.19 The Seller is not aware of any damage or destruction of the Premises which would give either the Seller or the lessor a right to terminate the Lease.

(Insurance)

- 2.20 The Seller Parties currently hold all necessary insurance policies for a business of this nature **(Insurance Policies)**.
- 2.21 Other than already fairly disclosed and to the best of the Seller Parties' knowledge, there has been no claims made or potential claims notified in the last 5 years under insurance and cover notes taken out concerning the Business or the Assets.

(Litigation)

- 2.22 Other than the matters disclosed in the Disclosure Material, no Seller Party is engaged (whether as defendant or plaintiff) in any litigation or arbitration or other legal proceeding in connection with the Business and Assets and there are no current Claims in respect of the Business or the Assets including in respect of any Government Agency.
- 2.23 As far as the Seller Parties are aware, there are no facts or disputes likely to give rise to any litigation, prosecution or arbitration proceedings or other Claim the Business or the Assets.
- 2.24 Other than the matters disclosed in the Disclosure Material, there is no pending, threatened or unsatisfied judgment, order, arbitral award, ruling, declaration, decree or decision of any court, tribunal, arbitrator or Government Agency, or unsatisfied settlement of proceedings in any court, tribunal or arbitration, which could reasonably be expected to adversely affect the Business or Assets.

(Approvals and Authorisations)

- 2.25 As far as the Seller Parties are aware all Approvals held by the Seller Parties are in good standing.
- 2.26 As far as the Seller Parties are aware, the Seller Parties hold all Approvals (including from the TGA) necessary to:
 - (a) conduct the Business;
 - (b) own and operate the Assets; and
 - (c) supply, sell and market the Products in Australia and New Zealand.
- 2.27 The Seller Parties have not received any notice that any Approvals will be revoked, suspended fundamentally modified or not renewed and no circumstances exist which may result in any Approvals being revoked, suspended, fundamentally modified or not renewed.
- 2.28 As far as the Seller Parties are aware, the Business holds the necessary Approvals (including from the TGA) to allow for the operation of the Business (including without limitation the supply and sale of the Products) in accordance with applicable laws, industry and market standards.

(Intellectual Property)

- 2.29 All Business IP Assets are legally owned by the Seller Parties (as applicable) free from any Encumbrances (except for Permitted Encumbrances).
- 2.30 The Seller Parties have validly registered all the Business Names on the national business names register maintained by ASIC.
- 2.31 Save for the Ingredients Lists, Schedule 5 contains all commercially significant Intellectual Property Rights owned or used by the Seller Parties in connection with the Business.
- 2.32 There are no existing Claims or, to the Seller Parties' knowledge, any pending or threatened Claims from any person in respect of the Business IP Assets.
- 2.33 Other than as disclosed in the Disclosure Material, and as far as the Seller Parties are aware, no third party has infringed (in the 3 years prior to the date of this agreement) or is presently infringing any of the Business IP Assets.
- 2.34 Neither a Seller Party nor any Related Body Corporate of it has licensed, granted any rights in respect of, assigned or otherwise dealt with any of the Business IP Assets to any person unless fairly disclosed.
- 2.35 As far as the Seller Parties are aware there are no outstanding or threatened claims from current or former directors or employees of the Seller Parties or their Related Bodies Corporate for compensation or remuneration in respect of the Business IP Assets.

(Ingredients Lists)

- 2.36 To the extent required by the TGA, the Ingredients Lists are in existence, presented in a clear and comprehensive written manner with required details of the components and can be delivered, in the form as set out in the ARTG Private Listing, to the Buyer at Completion.
- 2.37 Each Ingredients List:
- (a) comprises the only ingredients currently used in the production of the Product to which it relates;
 - (b) as far as the Seller Parties are aware, are sufficient to allow the Buyer to continue the manufacture, production and supply of the Products, in the ordinary course of the Business, without any need for additional ingredients; and
 - (c) as far as the Seller Parties are aware, allow:
 - (i) manufacturers of the Products (including the Manufacturer under the Manufacturing Agreement) to manufacture all Products that require those ingredients;
 - (ii) for the Manufacturer under the Manufacturing Agreement to continue producing the Product that requires those ingredients without interruption or delay after Completion; and
 - (iii) for any replacement manufacturer to produce the Products that require those ingredients without interruption or delay.

(Information)

- 2.38 The Disclosure Material was prepared in good faith for the purpose of informing prospective buyers of the Business and the Assets about the Business and the Assets.
- 2.39 The information set out in this agreement (including its Schedules) is true, accurate and not misleading or deceptive (whether by omission or otherwise) in any material respect.

- 2.40 All Information in the Disclosure Material relating to the Business, the Assets and the subject matter of this agreement was prepared with reasonable care and when given, was complete and accurate in all material respects.
- 2.41 The Seller Parties have not withheld from providing to the Buyer before the date of this agreement any information that has been requested by or on behalf of the Buyer during its due diligence investigations, and which:
- (a) is material to or would reasonably be required for the purpose of making an informed assessment of the performance or prospects of the Business or Assets;
 - (b) could be expected to be material to a buyer's valuation of the Business and the Assets; or
 - (c) would render the Disclosure Material or any Seller Party Warranty misleading.

(Confidential information)

- 2.42 Within the 2 years prior to the date of this agreement and subject to Item 2.43, the Seller Parties have not disclosed to any person any Confidential Information in relation to the Business or the Assets, except where subject to a binding confidentiality undertaking, and where such disclosure has been made by the Seller Parties, the recipients of the Confidential Information have been instructed to destroy or return and, as far as the Seller Parties are aware, have destroyed or returned such disclosed information.
- 2.43 The Seller Parties have not disclosed to any person the Ingredients Lists, except where subject to a binding confidentiality undertaking, and where such disclosure has been made by the Seller Parties, the recipients of the Confidential Information have been instructed to destroy or return and, as far as the Seller Parties are aware, have destroyed or returned such disclosed information.

Schedule 3

Completion Steps

1 Obligations of the Seller

On or before Completion, the Seller must:

- (a) **(365 Health Assets)** deliver to the Buyer:
 - (i) those 365 Health Assets, including the Plant and Equipment but excluding the Inventory, capable of transfer by leaving those 365 Health Assets in situ at the Premises and permit the Buyer to take possession of all those 365 Health Assets which are not on the Premises, at the location where they are usually retained;
 - (ii) duly signed transfer and similar forms in respect of all 365 Health Assets that require such forms for their transfer; and
 - (iii) any documents of title to the 365 Health Assets;
- (b) **(Inventory)** deliver to the Associated Entity (being the Related Body Corporate nominated by the Buyer to acquire the Inventory under clause 1.7), the Inventory by leaving the Inventory in situ at the Premises, and permit the Associated Entity to take possession of all Inventory which are not on the Premises, at the location where they are usually retained;
- (c) **(Records)** deliver to the Buyer the Records, capable of delivery by leaving those Records at the Premises or electronically delivering them by email or USB to the Buyer;
- (d) **(Manufacturing Agreement)** deliver to the Buyer a counterpart of the Deed of Novation and Variation of Manufacturing Agreement, duly executed by the Seller and the Manufacturer;
- (e) **(release of Encumbrances)** deliver to the Buyer a deed of release relating to the encumbrance set out in Schedule 10 duly executed by National Australia Bank;
- (f) **(Business IP Assets)** deliver to the Buyer the Deed of Assignment of Intellectual Property duly executed by all the relevant Seller Parties;
- (g) **(Phone Number)** do all things reasonably necessary to surrender the Phone Number and enable the transfer of the Phone Number to the Buyer, and if requested by the Buyer, provide any other reasonable assistance in facilitating the transfer;
- (h) **(Business Names)** deliver to the Buyer the Consent to Transfer Number and ASIC key in relation to each Business Name;
- (i) **(Ingredients Lists)** on Completion, deliver to the Buyer the ARTG Private Listings (unredacted);
- (j) **(Deed of Termination of Lease)** on or prior to Completion, the Seller must enter into a Deed of Termination of Lease duly executed between the Seller, Nassar and the Landlord;
- (k) **(General Security Deed)** deliver to the Buyer a duly executed counterpart of the General Security Deed executed by the Seller Parties;
- (l) **(Specific Security Deed)** deliver to the Buyer a duly executed counterpart of the Specific Security Deed executed by the Seller Parties; and
- (m) do all other things reasonably required to effect the transfer of the Business and the 365 Health Assets to the Buyer on Completion and perform all other obligations to be performed by the Seller on Completion under this agreement.

2 Obligations of One Zero

On Completion, One Zero must:

- (a) deliver to the Buyer, by USB to the Buyer's nominated address, any electronic forms of the One Zero Trade Marks or manuals, procedures, documentation or material relating to or embodying the One Zero Trade Marks.

3 Obligations of Ziptime

On or before Completion, Ziptime must:

- (a) in respect of the Domain Names, seek authorisation from the registrar for the change of ownership of the Domain Names, and to the extent applicable, have complied with any other steps as reasonably required by the registrar of each Domain Name;
- (b) deliver to the Buyer, by USB to the Buyer's nominated address, any electronic forms of the Ziptime Assets or manuals, procedures, documentation or material relating to or embodying the Ziptime Assets.

4 Obligations of Twisobell

On Completion, Twisobell must:

- (a) transfer the TGA Registrations from Twisobell to a person or entity nominated by the Buyer to act as the new sponsor (or equivalent) of the TGA Registrations on and from Completion; and
- (b) deliver any relevant documentation, or material relating to the TGA Registrations to effect its transfer to the Buyer.

5 Obligations of the Buyer

On or before Completion, the Buyer must:

- (a) **(Completion Payment)** pay the Completion Payment to the Seller Parties in accordance with clause 4.2(a)(ii);
- (b) **(Assumed Liabilities)** assume the Assumed Liabilities;
- (c) **(TGA Sponsor)** at least 5 Business Days before Completion, notify the Seller and Twisobell of the person or entity who the Buyer nominates to be the new sponsor (or equivalent) for the TGA Registrations on and from Completion;
- (d) **(Manufacturing Agreement)** deliver to the Seller a counterpart of the Deed of Novation and Variation of Manufacturing Agreement, duly executed by the Buyer and the Manufacturer;
- (e) **(General Security Deed)** deliver to the Seller Parties a duly executed counterpart of the General Security Deed executed by the Buyer;
- (f) **(Specific Security Deed)** deliver to the Seller Parties a duly executed counterpart of the Specific Security Deed executed by Wellnex;
- (g) **(Consideration Shares)**
 - (i) procure that Wellnex's share registry issue the Consideration Shares to the Seller, which will be registered and held for the Seller on the Issuer Sponsored Subregister;

- (ii) procure that Wellnex's share registry apply a Holding Lock on the Consideration Shares as soon as practicable after registration of the Consideration Shares on the Issuer Sponsored Subregister; and
 - (iii) procure that Wellnex's share registry issue to the Seller a holding statement in respect of the Consideration Shares within 5 Business Days of their issue; and
- (h) do all other things reasonably required on its part to effect the transfer of the Assets to the Buyer on Completion and perform all other obligations to be performed by the Buyer on Completion under this agreement.

Schedule 4
Sponsorship Agreements

Contract	Parties	Date
Sponsorship Partner Agreement	Queensland Rugby Football League Limited ABN 65 009 878 013 and 365 Health Australia Pty Ltd ABN 80 151 146 977	1 March 2022
Sponsorship Agreement	Touch Football Australia Limited ACN 090 088 207 and 365 Health Australia Pty Ltd ACN 151 146 977	February 2021
Sponsorship Agreement	New South Wales Rugby League Ltd ABN 11 002 704 761 and 365 Health Australia Pty Ltd ACN 151 146 977	November 2021
Sponsorship Agreement	Australian Football League ACN 004 155 211 and 365 Health Australia Pty Ltd ABN 80 151 146 977	9 February 2022




Schedule 5**IP Assets****1 365 Health IP Assets**













Business Names

- 1 Pain Away
- 2 Pain Away Australia

2 One Zero Trade Marks

Australia

Trade Mark	Owner/ Applicant	Application/ Registration No.	Classes	Filing Date	Next Renewal
WE'RE ABOUT THE PAIN, THE WHOLE PAIN AND NOTHING BUT THE PAIN	One Zero	1489747	5	9/05/2012	9/05/2032
IT'S ABOUT THE PAIN, THE WHOLE PAIN AND NOTHING BUT THE PAIN	One Zero	1489750	5	9/05/2012	9/05/2032
	One Zero	1498615	5	27/06/2012	27/06/2032
Pain Away - Pain Relief Therapy	One Zero	1499890	5	3/07/2012	3/07/2032
PA1N AWAY	One Zero	1529212	5	3/12/2012	3/12/2032
	One Zero	1630359	3, 5	24/06/2014	24/06/2024
Pain Away Pro-SaltX	One Zero	1630360	3, 5	24/06/2014	24/06/2024
	One Zero	1677203	5, 10	26/02/2015	26/02/2025
PainAway SUBZERO PROFESSIONAL COLD COMPRESSION BANDAGE	One Zero	1677204	5, 10	26/02/2015	26/02/2025






Trade Mark	Owner/ Applicant	Application/ Registration No.	Classes	Filing Date	Next Renewal
 	One Zero	1677396	5	26/02/2015	26/02/2025
PAIN AWAY KNOW PAIN KNOW GAIN	One Zero	1677397	5	26/02/2015	26/02/2025
	One Zero	1677512	5	26/02/2015	26/02/2025
	One Zero	1686368	5	9/04/2015	9/04/2025
Pain3 Pain Relief Therapy - Powered by PainAway	One Zero	1686369	5	9/04/2015	9/04/2025
	One Zero	1809926	5	17/11/2016	17/11/2026
	One Zero	1810098	5	17/11/2016	17/11/2026
	One Zero	1810099	5	17/11/2016	17/11/2026
	One Zero	1810993	5	23/11/2016	23/11/2026
FlexVital	One Zero	1825137	5	10/02/2017	10/02/2027
Flex Vital	One Zero	1825138	5	10/02/2017	10/02/2027
	One Zero	1825139		10/02/2017	10/02/2027
	One Zero	1825140	5	10/02/2017	10/02/2027
	One Zero	1861848	5	27/07/2017	27/07/2027
	One Zero	1861849	5	27/07/2017	27/07/2027
Pain Away Australia	One Zero	1861850	5	27/07/2017	27/07/2027

Trade Mark	Owner/ Applicant	Application/ Registration No.	Classes	Filing Date	Next Renewal
	One Zero	1861851	5	27/07/2017	27/07/2027
	One Zero	1861852	5	27/07/2017	27/07/2027
	One Zero	1861854	5	27/07/2017	27/07/2027
	One Zero	1861855	5	27/07/2017	27/07/2027
	One Zero	1861857	5	27/07/2017	27/07/2027
	One Zero	1861858	5	27/07/2017	27/07/2027
PAINAWAY AUSTRALIA	One Zero	1861859	5	27/07/2017	27/07/2027
	One Zero	1861860	5	27/07/2017	27/07/2027
	One Zero	1861861	5	27/07/2017	27/07/2027
PA POWERED BY PAINAWAY AUSTRALIA	One Zero	1861862	5	27/07/2017	27/07/2027
	One Zero	2021561	5	16/07/2019	16/07/2029
	One Zero	2021587	5	16/07/2019	16/07/2029
PRO FLEX QUAD CORE	One Zero	2021588	5	16/07/2019	16/07/2029
PROFLEX	One Zero	2021589	5	16/07/2019	16/07/2029
	One Zero	2182539	3, 5, 10, 44	28/05/2021	28/05/2031
PAIN AWAY	One Zero	2182541	3, 5, 10, 44	28/05/2021	28/05/2031
PainAway	One Zero	2182542	3, 5, 10, 44	28/05/2021	28/05/2031

Pending Australian Trade Marks


Trade Mark	Owner/ Applicant	Application/ Registration No.	Classes	Filing Date	Next Renewal
PA	One Zero	1861853	5	27/07/2017	Pending - adverse examinati on report received
PA AUSTRALIA	One Zero	1861856	5	27/07/2017	Pending - adverse examinati on report received
RUN. JUMP. SIT. GOOD DOG	One Zero	2273129	3, 5, 18, 20, 21, 24	27/05/2022	Pending - adverse examinati on report received

China


Trade Mark	Owner/ Applicant	Registration No.	Classes	Filing Date	Next Renewal
	One Zero	16771685	5	22/04/2015	20/12/2026
派痛维	One Zero	25536420	5	26/07/2017	13/08/2028
PA POWERED BY PAINAWAY	One Zero	26402505	5	14/09/2017	27/09/2028
	One Zero	34710859	5	16/11/2018	20/11/2030
Pain 3 - Pain Relief Therapy	One Zero	16771687	5	22/04/2015	13/06/2026
	One Zero	16771686	5	22/04/2015	13/06/2026
Pain 3 Pain Relief Therapy – Powered by PainAway	One Zero	16771688	05	22/04/2015	13/06/2026
	One Zero	22081058	05	30/11/2016	20/01/2028
	One Zero	22081056	5	30/11/2016	20/01/2028

Trade Mark	Owner/ Applicant	Registration No.	Classes	Filing Date	Next Renewal
	One Zero	22081057	5	30/11/2016	20/01/2028
	One Zero	25536414	5	26/07/2017	13/08/2028


European Union




Trade Mark	Owner/ Applicant	Registration No.	Classes	Filing Date	Next Renewal
Pain 3 - Pain Relief Therapy	One Zero	011268976	5	16/10/2012	16/10/2032
	One Zero	011269032	5	16/10/2012	16/10/2032









Indonesia



Trade Mark	Owner/ Applicant	Reg. No.	Application No.	Class	Filing Date	Next Renewal
Pain 3 - Pain Relief Therapy	One Zero	IDM0004351 27	D002012035 915	5	24/07/201 2	24/07/203 2
	One Zero	IDM0004351 26	D002012035 913	5	24/07/201 2	24/07/203 2
PAIN AWAY	One Zero	IDM0002768 91	IDM0002768 91	5	17/04/200 9	17/04/202 9

International Protocol – Madrid


Country	Trade Mark	Owner/ Applicant	Registration. No.	Class	Filing Date	Next Renewal
International Protocol (Madrid) Designating: UK NZ	PA	One Zero	1366910	5	2/08/20 17	2/08/2027
International Protocol (Madrid) Designating: UK India NZ	PA AUSTRALIA	One Zero	1366911	5	3/08/20 17	3/08/2027
International Protocol (Madrid) Designating: UK India NZ		One Zero	1367609	5	3/08/20 17	3/08/2027

Country	Trade Mark	Owner/ Applicant	Registration. No.	Class	Filing Date	Next Renewal
International Protocol (Madrid) Designating: UK India NZ		One Zero	1369383	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: UK India NZ	PA POWERED BY PAINAWAY AUSTRALIA	One Zero	1366908	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: UK India NZ		One Zero	1367699	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: Japan Republic of Korea	Pain 3 Pain Relief Therapy – Powered by PainAway	One Zero	1255397	5	21/05/2015	21/05/2025
International Protocol (Madrid) Designating: Armenia Japan EU	Pain Away - Pain Relief Therapy	One Zero	1141811	5	25/10/2012	25/10/2032
International Protocol (Madrid) Designating: UK India NZ	Pain Away Australia	One Zero	1366909	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: UK India NZ		One Zero	1367696	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: UK NZ		One Zero	1367610	5	2/08/2017	2/08/2027
International Protocol (Madrid) Designating: Philippines		One Zero	1332750	5	28/11/2016	28/11/2026
International Protocol (Madrid) Designating: Armenia EU Croatia Japan Russian Federation		One Zero	1141862	5	25/10/2012	25/10/2032


Country	Trade Mark	Owner/ Applicant	Registration. No.	Class	Filing Date	Next Renewal
Singapore						
International Protocol (Madrid) Designating: Philippines		One Zero	1332751	5	28/11/2016	28/11/2026
International Protocol (Madrid) Designating: UK India NZ	PAINAWAY AUSTRALIA	One Zero	1366912	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: UK India NZ		One Zero	1367612	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: UK India NZ		One Zero	1367613	5	3/08/2017	3/08/2027
International Protocol (Madrid) Designating: Japan Korea, Republic of		One Zero	1255396	5	21/05/2015	21/05/2025
International Protocol (Madrid) Designating: New Zealand USA China		One Zero	1347511	5	6/03/2017	6/03/2027
International Protocol (Madrid) Designating: New Zealand USA		One Zero	1347510	5	6/03/2017	6/03/2027
International Protocol (Madrid) Designating: Philippines		One Zero	1332749	5	28/11/2016	28/11/2026
International Protocol (Madrid) Designating: United Kingdom India New Zealand		One Zero	1367698	5	3/08/2017	3/08/2027



Country	Trade Mark	Owner/ Applicant	Registration. No.	Class	Filing Date	Next Renewal
International Protocol (Madrid) Designating: United Kingdom India New Zealand		One Zero	1367611	5	2/08/2017	2/08/2027
International Protocol (Madrid): Designating: United Kingdom India New Zealand		One Zero	1367697	5	2/08/2017	2/08/2027
International Protocol (Madrid): Designating: Japan	PainAway	One Zero	1001123A	5	23/03/2009	23/03/2029
International Protocol (Madrid): Designating: China New Zealand USA	FlexVital	One Zero	1347508	5	06/03/2017	06/03/2027
International Protocol (Madrid): Designating: China New Zealand USA	Flex Vital	One Zero	1347509	5	06/03/2017	06/03/2027

Japan


Trade Mark	Owner/ Applicant	Registration No.	Application No.	Class	Filing Date	Next Renewal
	One Zero	6453442	2019-129066	5	3/10/2019	8/10/2031

New Zealand



Trade Mark	Owner/ Applicant	Application No.	Classes	Filing Date	Next Renewal
	One Zero	1016989	5	2/04/2015	2/04/2025
Pain 3 - Pain Relief Therapy	One Zero	961305	5	28/06/2012	28/06/2032

Trade Mark	Owner/ Applicant	Application No.	Classes	Filing Date	Next Renewal
	One Zero	961312	5	28/06/2012	28/06/2032
Pain 3 Pain Relief Therapy – Powered by PainAway	One Zero	1016988	5	2/04/2015	2/04/2025
	One Zero	978894	5	12/06/2013	12/06/2023
RUN. JUMP. SIT. GOOD DOG	One Zero	1211334	3, 5, 18, 20, 21, 24	27/05/2022	27/05/2032








Republic of Korea

Trade Mark	Owner/ Applicant	Registration No.	Application No.	Class	Filing Date	Next Renewal
	One Zero	401658624000 0	40-2019- 0148492	5	27/09/2019	3/11/2030

United Kingdom

Trade Mark	Owner/ Applicant	Reg. No.	Class	Filing Date	Next Renewal
Pain 3 - Pain Relief Therapy	One Zero	UK00911268976	5	16/10/2012	16/10/2022 Expired Renewal Possible
	One Zero	UK00911269032	5	16/10/2012	16/10/2022 Expired Renewal Possible
Pain Away - Pain Relief Therapy	One Zero	UK00801141811	5	25/10/2012	25/10/2022 Expired Renewal Possible
	One Zero	UK00801141862	5	25/10/2012	25/10/2022 Expired Renewal Possible

United States of America

Trade Mark	Owner/ Applicant	Registration No.	Application No.	Class	Filing Date	Next Renewal
	One Zero	5908712	87606131	5	13/09/2017	12/11/2029
PA	One Zero	5908711	87606130	5	13/09/2017	12/11/2029
PA AUSTRALIA	One Zero	5908710	87606123	5	13/09/2017	12/11/2029
	One Zero	6547907	87606128	5	13/09/2017	2/11/2031
PA POWERED BY PAINAWAY AUSTRALIA	One Zero	6,555,389	87606118	5	13/09/2017	9/11/2031
PAIN 3 KNOW PAIN KNOW GAIN	One Zero	5757892	86551150	5	3/03/2015	21/05/2029
	One Zero	4704218	85769925	5	2/11/2012	17/03/2025
 	One Zero	5757893	86551154	5	3/03/2015	21/05/2029
	One Zero	6,547,908	87606135	5	13/09/2017	2/11/2031
PAIN AWAY AUSTRALIA	One Zero	5908713	87606132	5	13/09/2017	12/11/2029
	One Zero	6547906	87606122	5	13/09/2017	2/11/2031

3 Ziptime Trade Marks

Australia

Trade Mark	Owner	Registration No.	Class	Filing Date	Next Renewal
PainAway	Ziptime	762103	5	14/05/1998	14/05/2028
Painaway International Pty Ltd	Ziptime	1379326	5	23/08/2010	23/08/2030
Painaway Gold	Ziptime	1385526	5	27/09/2010	27/09/2030
PAIN AWAY	Ziptime	1493025	5	25/05/2012	25/05/2032

International Protocol (Madrid) Designating: Armenia

Trade Mark	Owner	Registration No.	Class	Filing Date	Next Renewal
PainAway	Ziptime	1001123	5	23/03/2009	23/03/2029

Schedule 6
Domain Names

- 3 painaway.com
- 4 painaway.com.au
- 5 painaway.asia
- 6 painaway.au
- 7 painaway.co
- 8 painaway.co.nz
- 9 painaway.eu
- 10 painaway.global
- 11 painaway.kiwi
- 12 painaway.melbourne
- 13 painaway.nz
- 14 painaway.sydney
- 15 painaway.net.au
- 16 pain-away.co
- 17 pain-away.com
- 18 pain-away.co.nz
- 19 painaway.co.uk
- 20 pa1naway.asia
- 21 pa1naway.at
- 22 pa1naway.biz
- 23 pa1naway.co
- 24 pa1naway.com.au
- 25 pa1naway.com
- 26 pa1naway.co.nz
- 27 pa1naway.co.uk
- 28 pa1naway.info
- 29 pa1naway.mobi
- 30 pa1naway.mx
- 31 pa1naway.net.au
- 32 pa1naway.net
- 33 pa1naway.net.nz

- 34 pa1naway.org
- 35 pa1naway.org.uk
- 36 pa1naway.tel
- 37 pa1naway.tv
- 38 pa1naway.au
- 39 pa1naway.be
- 40 paaustralia.com.au
- 41 pain3.co.nz
- 42 pain3.info
- 43 pain3.it
- 44 pain3.net
- 45 pain3.tel
- 46 pain3.tv
- 47 pain3.us
- 48 painaway.us
- 49 pain3.asia
- 50 pain3.com.au
- 51 pain3.com
- 52 pain3.net.au
- 53 pain-away.asia
- 54 flexvital.asia
- 55 flexvital.co.nz
- 56 flexvital.co.uk
- 57 flexvital.com
- 58 flexvital.com.au
- 59 flexvital.eu
- 60 flexvital.nz

Schedule 7**TGA Registrations****TGA REGISTRATIONS**

234332 365 Health Australia Pty Ltd - Elastic bandage
 317183 Painaway Professional Pain Relief Cream
 323034 Painaway Professional Pain Relief Spray
 324488 365 Health Australia Pty Ltd - Physical therapy insulation patch
 372432 PAIN AWAY FORTE+ PROFESSIONAL ULTRA JOINT ADVANCED
 394671 PAIN AWAY FORTE+ JOINT & MUSCLE PAIN RELIEF SPRAY
 394672 PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF SPRAY
 394673 PAIN AWAY FORTE+ JOINT & MUSCLE PAIN RELIEF CREAM
 394674 Painaway Forte+ Heat Joint & Muscle Pain Relief Spray
 394675 PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF CREAM
 394676 Painaway Forte+ Heat Joint & Muscle Pain Relief Cream
 397199 Painaway Forte+ Sub Zero Joint & Muscle Pain Relief Cold Cream
 397200 PAIN AWAY FORTE+ JOINT AND MUSCLE PAIN RELIEF ROLL ON
 397201 Painaway Forte+ Sub Zero Joint & Muscle Pain Relief Cold Spray
 397202 PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF ROLL ON
 308563 Painaway Heat Joint & Muscle Pain Relief Spray
 314981 Painaway Sub Zero Joint & Muscle Pain Relief Cold Cream
 314989 Painaway Sub Zero Joint & Muscle Pain Relief Cold Spray
 316150 Painaway Heat + Joint & Muscle Pain Relief Cream
 371354 PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF CREAM
 371355 PAIN AWAY FORTE+ JOINT AND MUSCLE PAIN RELIEF ROLL ON
 371356 PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF SPRAY
 371357 PAIN AWAY FORTE+ ORIGINAL JOINT & MUSCLE PAIN RELIEF CREAM
 371358 PAIN AWAY FORTE+ ORIGINAL JOINT & MUSCLE PAIN RELIEF SPRAY
 387804 Painaway Forte+ Heat Joint & Muscle Pain Relief Cream
 387805 Painaway Forte+ Heat Joint & Muscle Pain Relief Spray

Schedule 8
Plant and Equipment

Item	Location
Auger	Smeaton Grange leased premises
Rhythm Blender	Smeaton Grange leased premises
Sandwich Panelling Room	Smeaton Grange leased premises
Split System Air-Conditioner	Smeaton Grange leased premises

Schedule 9

Data Room Index

Number	Document
01	RSM Finance1
01.01	Advertising_2022.pdf
01.02	Advertising_2022.xlsx
01.03	Advertising_FY2022.pdf
01.04	Advertising_FY2022.xlsx
01.05	athElite Item Codes.pdf
01.06	athElite Item Codes.xlsx
01.07	Copy of C-230224-TG-Project Relief QA(22060599.1).xlsx
01.08	CW Management SI986342384.pdf
01.09	CW Management SI986342385.pdf
01.10	CW Management SI986342386.pdf
01.11	CW Management SI986342389.pdf
01.12	CW Management SI986342390.pdf
01.13	CW Management SI986342391.pdf
01.14	CW Management SI987598589.pdf
01.15	CW Management SI987599003.pdf
01.16	FX Transactions_2022.pdf
01.17	MarketingSales_2022.pdf
01.18	MarketingSales_2022.xlsx
01.19	MarketingSales_FY2022.xlsx
01.20	P&L_FY2022.pdf
01.21	PainAway_Costing_Dec22_1.pptx
01.22	PainAway_Costing_Dec22_2.pptx
01.23	Painaway_SupplierTerms.xlsx
01.24	ProdDev_FY2022.xlsx
01.25	ProductCosting.xlsx
01.26	ProductDevelop_2022.pdf
01.27	Rebate Adjustment.xlsx
01.28	RentExpense_SmeatonGrange_2023.pdf
01.29	Sales Rebate_CreditClaims Summary.pdf
01.30	Sales to 22Feb23.xlsx
01.31	SalesDetail_from1Jul18 to 31Dec22.xlsx
01.32	Sponsorship_2022.pdf
01.33	Sponsorship_FY2022.xlsx
01.34	Stocktake_to Jun2022.xlsx
01.35	Trial Balance_2020 to Dec22.xlsx
01.36	Trial Balance_2020 to Dec22_Adj.xlsx
01.37	Trial Balance_2020 to Dec22_Adj_Corrected.xlsx
01.38	Trial Balance_2020 to Dec22_Adj_Corrected_01Mar23.xlsx
01.39	Trial Balance_2020 to Dec22_Adj_Corrected_28Feb23.xlsx
01.40	Trial Balance_2020 to Dec22_corrected.xlsx
01.41	Trial Balance_Jan22 to Jun22.xlsx
02	RSM Finance 2
02.01	SalesDetail_from1Jul18 to 31Mar23.xlsx

Number	Document
02.02	Sales Customer Detail_April2023.pdf
02.03	Sales Customer Detail_SKU_April2023.xlsx
02.04	Late_Invoice_INVAPS1101_1684128780289.pdf
02.05	Late_Invoice_INVAPS1102_1684128820496.pdf
02.06	Late_Invoice_INVAPS1103_1684128839396.pdf
02.07	Late_Invoice_INVAPS1104_1684128860024.pdf
02.08	Late_Invoice_INVAPS1105_1684128881068.pdf
02.09	Late_Invoice_INVAPS1106_1684128898368.pdf
02.10	Late_Invoice_INVAPS1107_1684128914592.pdf
02.11	Late_Invoice_INVAPS1121_1684133390594.pdf
02.12	Late_Invoice_INVAPS1122_1684133408205.pdf
04	Aged Payables Summary_08Mar23.xlsx
04	GL_TB_31March2023.xlsx
04	SalesDetail_from1Jul18 to 31Dec22_updated 9Mar23.xlsx
04	Trial Balance_2020 to Dec22_Adj_Corrected_10Mar23.xlsx
05	Aged Receivables Summary_08Mar23.xlsx
05	Trial Balance_2020 to Dec22_Adj_Corrected_08Mar23.xlsx
06	BankReceipts_2022.xlsx
07	GL Summary_Aug2022.pdf
08	GL Summary_Dec2022.pdf
09	GL Summary_Jul2022.pdf
10	GL Summary_Nov2022.pdf
11	GL Summary_Oct2022.pdf
12	GL Summary_Sep2022.pdf
13	GL TB_Apr2022.pdf
14	GL TB_Feb2022.pdf
15	GL TB_Jan2022.pdf
16	GL TB_Jun2022.pdf
17	GL TB_Mar2022.pdf
18	GL TB_May2022.pdf
19	RSM Response_08Mar2023.docx
20	Stocktake_Dec22.xlsx
21	Trial Balance_2020 to Dec22_Adj_Corrected_07Mar23.xlsx
03	Legal
02.04	AUST L 234332 Elastic Bandage - Entry a.pdf
02.05	AUST L 308563 Pain Away Heat Joint & Muscle Pain Relief Spray ARTG Entry a.pdf
02.06	AUST L 314981 Pain Away Sub Zero Joint & Muscle Pain Relief Cold Cream ARTG Entry a.pdf
02.07	AUST L 314989 Pain Away Sub Zero Joint & Muscle Pain Relief Cold Spray ARTG Entry a.pdf
02.08	AUST L 317183 Pain Away Professional Pain Relief Cream ARTG Entry a.pdf
02.09	AUST L 323034 Pain Away Professional Pain Relief Spray ARTG Entry a.pdf
02.10	AUST L 371354 Pain Away Forte + Ultra Pro Joint & Muscle Pain Relief Cream ARTG Entry a.pdf
02.11	AUST L 371356 Pain Away Forte + Ultra Pro Joint & Muscle Pain Relief Spray ARTG Entry a.pdf
02.12	AUST L 371357 Pain Away Forte + Original Joint & Muscle Pain Relief Cream ARTG Entry a.pdf
02.13	AUST L 371358 Pain Away Forte + Original Joint & Muscle Pain Relief Spray ARTG Entry a.pdf
02.14	AUST L 387804 Pain Away Forte +Heat Joint & Muscle Pain Relief Cream ARTG Entry a.pdf
02.15	AUST L 387805 Pain Away Forte +Heat Joint & Muscle Pain Relief Spray ARTG Entry a.pdf
02.16	AUST L Pain Away Forte + Joint & Muscle Pain Relief Roll On ARTG Entry a.pdf
02.17	AUST L316150 Pain Away Heat + Joint & Muscle Pain Relief Cream ARTG Entry a.pdf
03.01	TGA 365 Health Australia Pty Ltd - Elastic bandage (234332).pdf

Number	Document
03.02	TGA 365 Health Australia Pty Ltd - Physical therapy insulation patch (324488).pdf
03.03	TGA Athelite Joint & Muscle Pain Relief Gel 70G, 125G, 185G (AUST L 336439).pdf
03.04	TGA Athelite Joint & Muscle Pain Relief Spray (AUST L 355015).pdf
03.05	TGA PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF CREAM 70G, 125G TUBE, 150G (AUST L 394675).pdf
03.06	TGA PAIN AWAY Forte+ Heat Joint & Muscle Pain Relief Cream 70G, 150G (AUST L 394676).pdf
03.07	TGA PAIN AWAY Forte+ Heat Joint & Muscle Pain Relief Spray (AUST L 394674).pdf
03.08	TGA PAIN AWAY FORTE+ JOINT & MUSCLE PAIN RELIEF CREAM 70G,125G TUBE, 150G - AUST L 394673.pdf
03.09	TGA PAIN AWAY FORTE+ JOINT & MUSCLE PAIN RELIEF SPRAY (AUST L 394671).pdf
03.10	TGA PAIN AWAY FORTE+ PROFESSIONAL ULTRA JOINT ADVANCED TABLETS (AUST L 372432).pdf
03.11	TGA PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF SPRAY (AUST L 394672).pdf
03.12	TGA PAIN AWAY JOINT & MUSCLE ROLL ON - AUST L 397200.pdf
03.13	TGA PAIN AWAY Professional Pain Relief Cream (AUST L 317183).pdf
03.14	TGA PAIN AWAY Professional Pain Relief Spray (AUST L 323034).pdf
03.15	TGA PAIN AWAY ULTRA PRO ROLL ON - AUST L 397202.pdf
03.16	TGA SUB ZERO 100ML SPRAY - AUST L 397201.pdf
03.17	TGA SUB ZERO 70G CREAM - AUST L 397199.pdf
03.18	TradeMarks_to be licenced.pdf
03.19	TradeMarks_to be transferred.pdf
03.20	Sponsorship_AFL_2022.pdf
03.21	Sponsorship_NRL_2021.pdf
03.22	Sponsorship_QRL_2022.pdf
03.23	Sponsorship_Touch_2021.pdf
03.24	SalesConsultingAgreement_Clear Sales - 365Health.pdf
03.25	HR Response_16Mar2023.docx
03.26	HR Response_16March2023 – Appendix 1 Product Claims.docx
03.27	HR Response_21Mar2023.docx
03.28	Response ATTACH1 PA Professional Pro-Saltx 45MAG Liquid 100ml Label AUST L 323855.pdf
03.29	Response ATTACH1 PA Professional Pro-SaltX 45MAG Liquid 375ml Label _ AUST L 323855.pdf
03.30	Response ATTACH1 PA Professional Pro-SaltX 45MAG Liquid Label AUST L 323855.pdf
03.31	Response ATTACH2 PA Professional 45Mag Liquid 100ml Aust L323855 (B)53AP1 PWO BOM and label.pdf
03.32	Response ATTACH2 PA Professional 45Mag Liquid 375ml Aust L323855 (B)55O1 PWO BOM and label.pdf
03.33	Response ATTACH3 Advertising websites.pdf
03.34	Response ATTACH4 Checklist 6 Evidence summary for scientific indications.pdf
03.35	Response ATTACH5 Search Strategy & Results.pdf
03.36	Response Letter 17Feb2023.pdf
03.37	TGA_Email_25Nov2022.pdf
03.38	TGA_Email_25Nov2022_attachment2.pdf
03.39	TGA_Email_25Nov2022_attachment3.pdf
03.40	TGA_Notice_25Nov2022.pdf
03.41	ARTG Entry PainAway Forte+ Heat Joint & Muscle Pain Relief Spray AUST L 394674 a.pdf
03.42	AUST L 372432 Pain Away Forte Professional Ultra Joint Advanced ARTG Entry a.pdf
03.43	AUST L 394671 PAIN AWAY FORTE+ JOINT & MUSCLE PAIN RELIEF SPRAY ARTG Entry a.pdf
03.44	AUST L 394672 PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF SPRAY ARTG Entry a.pdf
03.45	AUST L 394675 PAIN AWAY FORTE+ ULTRA PRO JOINT & MUSCLE PAIN RELIEF CREAM ARTG Entry a.pdf
03.46	AUST L 394676 Pain Away Forte+ Heat Joint & Muscle Pain Relief Cream ARTG Entry a.pdf
03.47	AUST L 397199 Pain Away Forte+ Sub Zero Joint & Muscle Pain Relief Cold Cream ARTG Entry a.pdf

Number	Document
03.48	AUST L 397200 Pain Away Forte+ Joint & Muscle Pain Relief Roll On ARTG Entry a.pdf
03.49	AUST L 397201 Pain Away Forte+ Sub Zero Joint & Muscle Pain Relief Cold Spray ARTG Entry a.pdf
03.50	AUST L 397202 Pain Away Forte+ Ultra Pro Joint & Muscle Pain Relief Roll On ARTG Entry a.pdf
03.51	Pain Away Heat Patch ARTG Entry a.pdf
03.52	Lease Renewal_Email_10May2023.pdf
03.53	Letter of demand to Pronat Group Australia Pty Ltd (16 March 2020) (4317085v1).PDF
03.54	Ltr to Thomson Geer 20.03.2020.pdf
03.55	AUST L 323855.pdf
03.56	TGA Letter - AUST L 323855.pdf
03.57	ATTACHMENT 1 - Pain Away Professional Pro-SaltX 45MAG Liquid 375ml Label _ AUST L 323855.pdf
03.58	ATTACHMENT 1 - Pain Away Professional Pro-SaltX 45MAG Liquid 100ml Label AUST L 323855.pdf
03.59	ATTACHMENT 1 - Pain Away Professional Pro-SaltX 45MAG Liquid Label AUST L 323855.pdf
03.60	ATTACHMENT 2 - Pain Away Professional 45Mag Liquid 100ml Aust L323855 (B)53AP1 PWO BOM and label.pdf
03.61	ATTACHMENT 2 - Pain Away Professional 45Mag Liquid 375ml Aust L323855 (B)5501 PWO BOM and label.pdf
03.62	Attachment 2 -TGA -Pain Away Professional Pro-SaltX 45Mag Liquid (AUST L 323855).pdf
03.63	ATTACHMENT 3 - Advertising websites.docx
03.64	Attachment 3 -TGA -Pain Away Professional Pro-SaltX 45Mag Liquid (AUST L 323855).pdf
03.65	ATTACHMENT 4 - Checklist 6 Evidence summary for scientific indications.pdf
03.66	ATTACHMENT 5 - Search Strategy & Results.pdf
03.67	AUST L 323855 - Pain Away Professional Pro-SaltX 45Mag Liquid [SEC=OFFICIAL]_Email.pdf
03.68	AUST L 323855 - Pain Away Professional Pro-SaltX 45Mag Liquid [SEC=OFFICIAL]_Email 2.pdf
03.69	AUST L 323855 - Pain Away Professional Pro-SaltX 45Mag Liquid [SEC=OFFICIAL]_TGA Email.pdf
03.70	AUST L 323855 - Pain Away Professional Pro-SaltX 45Mag Liquid_email.pdf
03.71	D22-6165414 LMP - Section 31 Notice - AUST L 323855 - Pain Away Professional Pro-SaltX 45Mag Liquid.pdf
03.72	Letter L323855.pdf
03.73	TGA Letter_Pain Away Professional Pro-SaltX 45Mag Liquid (AUST L 323855).pdf
03.74	AUST L 394673 PAIN AWAY FORTE+ JOINT & MUSCLE PAIN RELIEF CREAM ARTG Entry.pdf
03.75	D23-5108453 LMP - Letter regarding section 31 Notice - AUST L 323855 - Pain Away Professional Pro-SaltX 45Mag Liquid.pdf
03.76	RE Project Poodle [TGLAW-SYDDOCS.FID2213011] [HR-MEL.FID1238366].pdf
03.77	RE_ Introduction to Thomson Geer (Tim Flahvin) [HR-MEL.FID1238366] [TGLAW-SYDDOCS.FID2213011].pdf
03.78	RE_ Pain Away [TGLAW-SYDDOCS.FID2213011] [HR-MEL.FID1238366].pdf
04	DDQ - Pain Away asset acquisition (HR 002) (final).docx
04	Lease Renewal_4May2023.pdf
04	Lease_Smeaton Grange.pdf
05	GMP Agreement.pdf
06	Product Claim_ 20210510 - Grant Indemnity Letter.pdf
07	Product Claim_10.05.22 Indemnity granted.pdf
08	Product Claim_Indemnity grant.pdf

Schedule 10

Encumbrances

Registration number	Collateral Class	Collateral Description	PMSI?	Secured Party
201712290030150	Commercial	AllPAAP (no exceptions)	Yes	NATIONAL AUSTRALIA BANK LIMITED (ACN 004 044 937)

Schedule 11
Retained Raw Materials

Raw Material Item	Retained from Stock on Hand	Retained from Stock on Order	Total Quantity Retained
Oil of Rosemary	500kg	500kg	1,000kg
Arnica Montana Tincture	1,000kg	-	1,000kg
Lavender Oil BP Australian	50kg	-	50kg
Boswellia Extract	50kg	-	50kg
Cajuput Oil	100kg	-	100kg
Natural Camphor Powder BP	250kg	-	250kg
Jobba Oil Refined	400kg	-	400kg
Wintergreen	-	300kg	300kg

For the avoidance of doubt, the quantity of Retained Raw Materials above which the Seller is entitled to retain, is subject to the Seller's compliance with the Inventory Composition Requirements in clause 17.1(b).

Executed as an agreement

**Executed by 365 Health Australia Pty Ltd
ACN 151 146 977** in accordance with section
127 of the *Corporations Act 2001* (Cth):

DocuSigned by:

Elias Nassar

162C2820676C46A...

Elias Nassar (being Sole Director and Sole
Secretary)

**Executed by Ziptime Pty Limited ACN 151
147 161** in accordance with section 127 of the
Corporations Act 2001 (Cth):

DocuSigned by:

Elias Nassar

162C2820676C46A...

Elias Nassar (being Sole Director and Sole
Secretary)

**Executed by One Zero Pty Limited ACN 128
389 524** in accordance with section 127 of the
Corporations Act 2001 (Cth):

DocuSigned by:

Elias Nassar

162C2820676C46A...

Elias Nassar (being Sole Director and Sole
Secretary)

Executed by **Twisobell Health Pty Limited**
ACN 151 054 492 in accordance with section
127 of the *Corporations Act 2001* (Cth):

DocuSigned by:
Elias Nassar
162C2820676C46A...
Elias Nassar (as Sole Director and Sole
Secretary)

Signed by
Elias Nassar
in the presence of:

DocuSigned by:
Elias Nassar
162C2820676C46A...
Elias Nassar

DocuSigned by:
Brenda Louwen
3B6D52A71C09468...
Witness signature

Brenda Louwen
Name of witness
BLOCK LETTERS

Executed by **BSPSPA Pty Ltd ACN 670 837**
028 in accordance with section 127 of the
Corporations Act 2001 (Cth):

DocuSigned by:
George Karafotias
713DA90177C9472...
Director

George Karafotias
Name of Director
BLOCK LETTERS

DocuSigned by:
Zack Bozinovski
E3B8B671293D415...
*Director/*Company Secretary

Zack Bozinovski
Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Executed by Wellnex Life Limited ACN 150 759 363 in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:

713DA90177C9472...
Director

George Karafotias

Name of Director
BLOCK LETTERS

DocuSigned by:

E3BAB674293D445...
*Director/*Company Secretary

Zack Bozinovski

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

ANNEXURE B

This is Annexure B of 4 pages referred to in the Form 603 (Notice of Initial Substantial Holder) dated [20 December 2023]



12 December 2023

Mr Elias Nassar
Director
365 Health Australia Pty Ltd
Level 12, 60 Castlereagh Street
Sydney NSW 2000

Dear Mr Nassar

Wellnex Life Limited – Subscription Letter

1. Background

- (a) The purpose of this letter is to confirm 365 Health Australia Pty Ltd's (ACN 151 146 977) (**365 Health**) application to subscribe for Shares and Options in the capital of Wellnex Life Limited (ACN 150 759 363) (**Wellnex** or the **Company**), under the Shortfall Offer described in Wellnex's prospectus dated 13 November 2023, as supplemented by the supplementary prospectus dated 22 November 2023 (**Prospectus**).
- (b) Unless otherwise stated, and as the context requires, defined terms in this letter have the meaning given to them in the Prospectus, or the sale agreement dated 5 October 2023 (as varied) between 365 Health, Ziptime Pty Limited (ACN 151 147 161) (**Ziptime**), One Zero Pty Limited (ACN 128 389 524) (**One Zero**), Twisobell Health Pty Limited (ACN 151 054 492) (**Twisobell**) (together, the **Seller Parties**), Elias Nassar (**Nassar**), BSPSPA Pty Ltd (ACN 670 837 028) (**BSPSPA**) and Wellnex (**Sale Agreement Parties**) (**Sale Agreement**).

2. Subscription

- (a) 365 Health subscribes for, and the Company agrees to issue to 365 Health, the Subscription Securities, in consideration for the Subscription Amount (as those terms are defined below):
 - (i) **Subscription Securities:**
 - (A) 28,571,428 Shortfall Shares (at an issue price of \$0.028 per Shortfall Share); and
 - (B) 9,523,809 attaching Shortfall Options (at an exercise price of \$0.05 per Shortfall Option, expiring 30 June 2025)
 - (ii) **Subscription Amount:** \$800,000,
(the **Subscription**).
- (b) 365 Health acknowledges that:
 - (i) the Shortfall Shares will, on issue, have the rights and liabilities set out in section 22 of the Prospectus; and
 - (ii) the Shortfall Options will, on issue, have the rights and liabilities set out in section 23 of the Prospectus.

3. Completion and payment

- (a) Completion of the Subscription (**Subscription Completion**) will take place immediately prior to Completion under the Sale Agreement, which the parties acknowledge is anticipated to occur on or around 13 December 2023.
- (b) At Subscription Completion the Company must:
 - (i) issue to 365 Health the Subscription Securities; and
 - (ii) enter 365 Health in the register of members of the Company as the holder of the New Subscription Securities.
- (c) At Subscription Completion, 365 Health must pay the Subscription Amount to the Company in accordance with section 4 below.

4. Payment direction

- (a) The parties acknowledge that BSPSPA (a wholly-owned subsidiary of the Company) will be required to pay the Completion Payment (as that term is defined under the Sale Agreement) to the Seller Parties on the Completion Date, by way of making such payment to 365 Health's nominated bank account.
- (b) It is acknowledged and agreed by each of the Sale Agreement Parties that:
 - (i) the Company irrevocably directs 365 Health to pay the Subscription Amount to its wholly-owned subsidiary BSPSPA;
 - (ii) Wellnex, BSPSPA and 365 Health agree that 365 Health's obligation to pay the Subscription Amount will be fully satisfied by way of 365 Health offsetting the Subscription Amount against the Completion Payment;
 - (iii) accordingly, the amount payable by BSPSPA to 365 Health's nominated bank account at Completion will be reduced by an amount equivalent to the Subscription Amount (**Offset Completion Amount**); and
 - (iv) payment by BSPSPA and receipt by 365 Health of the Offset Completion Amount will be in full and final satisfaction of:
 - (A) BSPSPA's obligation to make the Completion Payment to the Seller Parties pursuant to clause 4.2(a)(ii)(A) of the BSA; and
 - (B) 365 Health's obligation to pay the Subscription Amount.

5. Acknowledgements

- (a) On and from the issue date of the Subscription Securities, 365 Health agrees:
 - (i) to be bound by the constitution of Wellnex; and
 - (ii) to be entered into the register of members of Wellnex in relation to the Subscription Securities.

- (b) This letter constitutes an application by 365 Health for the issue and allotment of the Subscription Securities, and no further application for the allotment of those securities is required to be provided by 365 Health before the issue of the Subscription Securities.

6. Acceptance

By signing this letter agreement:

- (a) each of the Sale Agreement Parties confirms their agreement to the above matters; and
- (b) 365 Health confirms that it has received and considered a copy of the Prospectus.

Executed by each of the Sale Agreement Parties (including 365 Health in its capacity as subscriber of the Subscription Securities under this letter agreement):

Executed by Wellnex Life Limited ACN 150 759 363 in accordance with section 127 of the Corporations Act:

DocuSigned by:
George Karafotias
713DA90177C9472.....
Signature of Director

George Karafotias
.....
Name of Director

DocuSigned by:
Zack Bozinovski
E3BAB671293D415.....
Signature of Director/Secretary

Zack Bozinovski
.....
Name of Director/Secretary

Executed by BSPSPA Pty Ltd ACN 670 837 028 in accordance with section 127 of the Corporations Act:

DocuSigned by:
George Karafotias
713DA90177C9472.....
Signature of Director

George Karafotias
.....
Name of Director

DocuSigned by:
Zack Bozinovski
E3BAB671293D415.....
Signature of Director/Secretary

Zack Bozinovski
.....
Name of Director/Secretary

By signing the below, each party confirms its acceptance of the matters in this Letter:

Executed by 365 Health Australia Pty Ltd
(ACN 151 146 977) in accordance with
section 127 of the Corporations Act:



.....
Elias Nassar (being Sole Director and
Secretary)

Executed by Ziptime Pty Limited (ACN 151
147 161) in accordance with section 127 of
the Corporations Act:



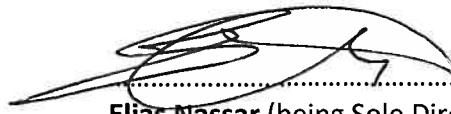
.....
Elias Nassar (being Sole Director and
Secretary)

Executed by One Zero Pty Limited (ACN
128 389 524) in accordance with
section 127 of the Corporations Act:



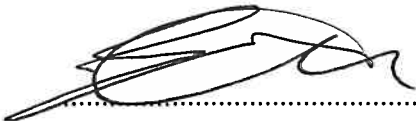
.....
Elias Nassar (being Sole Director and
Secretary)

Executed by Twisobell Health Pty Limited
(ACN 151 054 492) in accordance with
section 127 of the Corporations Act:



.....
Elias Nassar (being Sole Director and
Secretary)

Signed by Elias Nassar



.....
Elias Nassar

ANNEXURE C

This is Annexure C of 16 pages referred to in the Form 603 (Notice of Initial Substantial Holder) dated [20 December 2023]

Dated 18 December 2023

Management Services Deed

BSPSPA Pty Ltd ACN 670 837 028

Wellnex Life Limited ACN 150 759 363

365 Health Australia Pty Limited ACN 151 146 977

This Management Services Deed is dated 18 December 2023

Parties:

1. **BSPSPA Pty Ltd** (ACN 670 837 028) of Building 2, Suite 69, Level 3, 574 Plummer Street, Port Melbourne VIC 3207 (the **Company**)
2. **Wellnex Life Limited** (ACN 150 759 363) of Building 2, Suite 69, Level 3, 574 Plummer Street, Port Melbourne VIC 3207 (**Wellnex**)
3. **365 Health Australia Pty Ltd** (ACN 151 146 977) of Level 12, 60 Castlereagh Street, Sydney NSW 2000 (the **Consultant**)

Recitals

- A** The Company is a wholly-owned subsidiary of Wellnex.
- B** Pursuant to the Sale Agreement, the Company has acquired the Assets used in the operation of the Business from the Consultant (amongst others). The Company wishes to appoint the Consultant to provide post-Completion transitional services reasonably required by the Company, to facilitate a smooth transition of the Business and Assets to the ownership of the Buyer following Completion (**Services**).
- C** The Company has agreed to procure the issue of the Service Shares by Wellnex to the Consultant, in consideration for the Consultant's provision of the Services.
- D** The parties wish to enter into this deed to document the terms and conditions of the Services and the issue of the Service Shares.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context otherwise requires, the following words have these meanings:

Assets has the meaning given to it in the Sale Agreement.

ASX means Australian Securities Exchange or ASX Limited ABN 98 008 624 691, as the context requires.

ASX Listing Rules means the official listing rules of the ASX.

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532.

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Business has the meaning given to it in the Sale Agreement.

Business Day has the meaning given to it in the Sale Agreement.

Claim has the meaning given to it in the Sale Agreement.

Commencement Date means 1 November 2023.

Completion has the meaning given to it in the Sale Agreement.

Corporations Act means *Corporations Act 2001* (Cth).

Confidential Information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, disclosed to, or by, the Consultant, whether before, on or after the date of this deed relating to the business, technology, products, property, customers or other affairs of the Group or any Group Company (including for the avoidance of doubt, the Business), including but not limited to information that constitutes "Confidential Information", as that term is defined in clause 1.1 of the Sale Agreement, but excluding information which:

- (a) is in or becomes part of the public domain other than through breach of this Contract, the Sale Agreement or an obligation of confidence owed to the owner of the information;
- (b) the Consultant can prove by contemporaneous written documentation was already known to it at the time of disclosure (unless that knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the recipient acquires from another source entitled to disclose it.

Deal means to, directly or indirectly:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of;
- (c) create, agree to, or offer to, create, or permit to be created any security interest in or over;
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or
- (e) agree to do any of those things,

and **Dealing** has a corresponding meaning.

Dispose has the meaning given to that term in the ASX Listing Rules.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any security interest under the PPSA.

Escrow Period means the period commencing on the Issue Date and ending on 31 May 2024.

Expiry Date means the date that is 30 days from the Commencement Date.

General Security Deed means the general security deed between the Company and the Consultant dated on or around October 2023.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Group means the Company and each of its Related Bodies Corporate (including Wellnex), and **Group Company** includes a reference to any one of them.

GST means the tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth, State or Territories.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issue Date means the date on which the Service Shares are issued to the Consultant.

Issuer Sponsored Subregister has the meaning given to that term in the settlement rules of ASX Settlement.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of an applicable country, or any state or territory of that country or a Government Agency; and
- (c) requirements and approvals (including conditions) of an applicable country or any state or territory of that country or Government Agency that have the force of law.

Nominated Personnel means:

- (a) Mr Elias Nassar of ; and/or
- (b) any other person employed or engaged by the Consultant (Worker), subject to and conditional upon:
 - (i) the Worker being suitably qualified and experienced to provide the Services to a satisfactory standard; and
 - (ii) the Consultant receiving written approval of the Company that a Worker is permitted to provide some or all of the Services, which approval will not be unreasonably withheld.

PPSA means the Personal Property Securities Act 2009 (Cth).

Related Body Corporate has the meaning given to it in section 50 of the Corporations Act.

Reorganisation Event means, in relation to a company, any one or more of the following events:

- (a) a bonus issue of shares in the company by way of capitalisation of profits or reserves (not including an issue for cash or other consideration);
- (b) a consolidation or subdivision or reduction of capital or capital dividend or other reconstruction or adjustment relating to the share capital of the company (or any securities derived from it);
- (c) a buy back by the company of its own shares or other securities;
- (d) an amalgamation or a reconstruction affecting the share capital of the company (or any securities derived from it); or
- (e) any other reorganisation of the issued share capital of the company having the effect of altering the number of fully paid ordinary shares in the company.

Sale Agreement means the sale agreement between the parties and others dated on or around 4 October 2023, under which the Company has acquired from the Consultant the Assets used in the operation of the Business.

Services has the meaning given in Recital B.

Service Fee means the consideration payable to the Consultant for the provision of Services, which will be satisfied by way of the issue of the Service Shares to the Consultant in accordance with clause 9.

Service Shares means 20,000,000 Shares.

Share means a fully paid ordinary share in the capital of Wellnex.

Specific Security Deed means the specific security deed between Wellnex and the Consultant dated on or around October 2023.

Takeover Bid means, in relation to a company, a takeover bid made in accordance with the Corporations Act (or corresponding legislation in the relevant jurisdiction which applies to the company):

- (a) for all of the share capital in the company;
- (b) that is unconditional, or where all conditions to the Takeover Bid have been satisfied or waived; and
- (c) in respect of which holders of not less than 50% of the shares in the company have accepted the Takeover Bid.

Term has the meaning given in clause 2.

1.2 Interpretation

In this deed:

- (a) the schedules to it are an integral part of it and any reference to this deed includes a reference to the schedules;
- (b) the headings in it are used for ease of reference only and are not to be taken into account for the purposes of construing it;
- (c) any reference to it or any other document or instrument includes any variation or replacement of any of them;
- (d) any reference to clauses and schedules are references to the clauses and the schedules contained in it;
- (e) the words including and include are to be construed without limitation;
- (f) any reference to a person may be construed to include any individual, firm, company or other body corporate, governmental authority, unincorporated association or joint venture or association or partnership (whether (by reason of incorporation or otherwise) or not being a separate legal entity);
- (g) any reference to a party may be construed to include reference to any executor, administrator, successor, substitute (including any person taking by novation) or permitted assignee of it;

- (h) any reference to legislation, to a provision in legislation or to a definition or meaning set out in legislation, includes any regulation and statutory instruments made under it, any consolidations, amendments, modifications, re-enactments or replacements of any of them; and
- (i) a derivative term of any defined or interpreted word or phrase will be construed in accordance with the relevant definition or interpretation provision.

2. Term

The Consultant shall provide the Services from the Commencement Date until the Expiry Date, unless terminated earlier under clause 12 (**Term**).

3. Appointment to Provide Services

3.1 Provision of Services

- (a) The Consultant will, via the Nominated Personnel, provide the Services to the Company on the terms of this deed.
- (b) In providing the Services, the Consultant must report to the Chief Executive Officer of the Company, or such other representative of the Company as notified to the Consultant by the Company time to time.
- (c) Nothing in this deed is intended to oblige the Company to acquire the Services from the Consultant, and the Consultant will only be required to provide the Services to the Company upon written request by the Company.
- (d) Where the Company wishes to acquire the Services, the Company will submit a written request to the Consultant, outlining the scope of Services required by the Company and any associated delivery timeframes.
- (e) The Consultant acknowledges and agrees that all members of the Group may make use of and enjoy the benefit of the Services.
- (f) The Seller makes no representations or warranties in relation to the Services.

3.2 Appointment and exclusivity

- (a) The parties agree and acknowledge that the Company's appointment of the Consultant is on a non-exclusive basis, and nothing in this deed prevents the Company from:
 - (i) itself performing services similar to the Services; or
 - (ii) entering into any arrangement with a third party supplier for the provision of services similar to the Services.

3.3 Nature of Relationship

- (a) Nothing in this deed is intended to create a partnership or joint venture between the Consultant and any Group Company. The Consultant acknowledges that it has no authority to bind any Group Company without such Group Company's specific consent.

- (b) This deed does not constitute a relationship of employer and employee between any Group Company and the Consultant or the Nominated Personnel, and no party will hold itself out in any manner which would indicate such a relationship.
- (c) The parties acknowledge that the Consultant enters into this deed as an independent contractor and retains the sole responsibility for the management of Nominated Personnel and its other personnel in relation to the provision and performance of the Services to the Company.

4. Consultant employee entitlements and insurance

The Consultant is responsible for ensuring the adequacy of any workers' compensation for the Nominated Personnel and its other personnel, and is responsible for the payment of:

- (a) any fringe benefits tax, income tax, group tax and payroll tax;
- (b) any wages and salaries, holiday pay, long service leave, superannuation and sick leave; and
- (c) any other statutory charges and any other amount,

payable to the Nominated Personnel or the Consultant's other personnel in connection with the provision of the Services. The Consultant may not recover any of these amounts from the Company.

5. Consultant's principal obligations

5.1 Performance of the Services

- (a) The Consultant will at its own cost supply all equipment, personnel and supplies necessary for the provision of the Services, and will perform the Services:

6. Liability

- (a) The Company:
 - (i) releases the Consultant from any Claims whatsoever and will forever hold harmless the Consultant from for any loss that the Company or any other party may incur from the provision of the Services; and
 - (ii) indemnifies the Consultant from any Claims from third parties (including suppliers, customers and end users) which relate directly or indirectly to the provision of the Services,

except to the extent the Consultant has acted negligently or with wilful misconduct.

7. Warranties

7.1 Mutual Warranties

Each party represents and warrants that:

- (a) it has full power and authority to enter into, perform and observe its obligations under this deed and that its execution, delivery and performance of this deed has been duly and validly authorised by all necessary corporate action;
- (b) it enters into this deed based on its own investigations, and has not relied on any representations or warranties made by the other party or any of its personnel, advisers or consultants, except as expressly stated in this deed;
- (c) it will at all times act in connection with this deed in the best interests of the other party;
- (d) the execution, delivery and performance by it of this deed does not and will not violate:
 - (i) any laws;
 - (ii) its constitution or other constituent documents; or
 - (iii) any encumbrance, undertaking or document which is binding upon it or on any of its assets; and
- (e) it is not the subject of an Insolvency Event.

7.2 Breach of warranty

If a party becomes aware at any time that it will not or may not comply fully with the warranties set out in this deed, that party must immediately notify the other party in writing.

7.3 Survival of warranties

The representations and warranties given in clause 7.1 survive the termination or expiry of this deed.

8. Payment

8.1 Service Fee

- (a) In consideration for the provision of the Services during the Term, the Company will pay the Service Fee to the Consultant.
- (b) The Service Fee is inclusive of all costs of performing the Services and all taxes, and any duty (including customs, excise and stamp duties), impost, levy, deduction, charges, withholding or tax of any kind whatsoever, including any applicable GST.
- (c) The Consultant will not charge, and Company will not be liable, for any additional charges, costs or fees except the Service Fee.

8.2 Expenses

The Company will reimburse the Consultant for reasonable out-of-pocket expenses incurred in providing the Services, subject to such expenses being incurred with the Company's prior written approval and appropriate documentary evidence being provided by the Consultant to substantiate such expenses.

8.3 Payment terms

- (a) The Service Fee will be paid to the Consultant, and satisfied, by way of the Company procuring that Wellnex issue the Service Shares to the Consultant in accordance with clause 9.
- (b) In the event that the Service Shares are not issued within 21 days after the date referred to in clause 9.2(a), the Company must immediately pay (or procure the payment of) the Service Fee in cash to the Consultant's nominated bank account, in the amount which is the higher of:
 - (i) \$1,000,000 (inclusive of GST); and
 - (ii) the market value of 20,000,000 Shares, determined using the volume weighted average price of Shares traded on the ASX during the 5 trading days ending on 1 December 2023.
- (c) For the avoidance of any doubt, if the Service Fee is paid in accordance with clause 9.2(a), the Consultant releases and discharges the Company from its obligation in clause 8.3(b) to pay the Service Fee in cash.

9. Service Shares

9.1 Application for allotment

This deed serves as an application by the Consultant to Wellnex for the allotment of the Service Shares, in accordance with the terms of this deed, and no further application for the allotment of those shares is required to be provided by the Consultant before or at the time of issue of the Service Shares.

9.2 Terms of Service Shares

- (a) Wellnex will issue the Service Shares to the Consultant on or before 1 December 2023.
- (b) The Service Shares must, upon their issue:
 - (i) be fully paid;
 - (ii) be free from all Encumbrances, save for the escrow restrictions under clause 9.3; and
 - (iii) rank equally with the other Shares then on issue.

9.3 Escrow of Service Shares

- (a) During the Escrow Period the Consultant agrees that it will not:
 - (i) Deal with;
 - (ii) Deal in any legal, beneficial or economic interest or right in respect of; or
 - (iii) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,any or all of the Service Shares.

- (b) The parties acknowledge and agree that:
- (i) on the Issue Date, the Service Shares will be registered and held for the Consultant on Wellnex's Issuer Sponsored Subregister;
 - (ii) Wellnex will apply a Holding Lock on the Service Shares as soon as practicable after registration of the Service Shares on the Issuer Sponsored Subregister and the Consultant agrees to the application of the Holding Lock; and
 - (iii) Wellnex will do all things necessary to ensure that the Holding Lock is released:
 - (A) to the extent necessary to permit disposals of the Service Shares permitted by this deed; and
 - (B) in full at the conclusion of the Escrow Period,including notifying ASX that the Service Shares may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A.
- (c) If the Consultant becomes aware:
- (i) that any action, event or circumstance referred to in clause 9.3(a) has occurred, or is likely to occur, during the Escrow Period; or
 - (ii) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 9.3(a), during the Escrow Period,
- it must notify Wellnex as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.
- (d) The terms of this clause 9 will have no effect on any rights of the Consultant to:
- (i) receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Service Shares; or
 - (ii) exercise voting rights in respect of the Service Shares.
- (e) Clause 9.3(a) will cease to apply to the extent necessary to allow:
- (i) the Consultant to accept an offer made under a Takeover Bid for any of the Service Shares;
 - (ii) the Service Shares to be transferred or cancelled as part of a Reorganisation Event in respect of Wellnex; or
 - (iii) any other such event having an effect similar to the foregoing and relating to the Service Shares,
- provided that, if for any reason any or all of the Service Shares are not transferred or cancelled in a transaction contemplated by clause 9.3(e)(i) to 9.3(e)(iii) then the Consultant agrees that the restrictions applying to the Service Shares under clause 9.3(a) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Service Shares not so transferred or cancelled.

9.4 Entry in register and compliance with constitution

On and from the Issue Date, the Consultant agrees:

- (a) to be bound by the constitution of Wellnex; and
- (b) to be entered into the register of members of Wellnex in relation to the Service Shares.

9.5 Secondary sale restrictions of Service Shares

Wellnex must ensure that it does all things necessary to ensure that, at the end of the Escrow Period, any secondary sale restrictions attaching to the Service Shares under section 707 of the Corporations Act are removed, including if required, by lodging a prospectus with ASIC pursuant to section 708A(11)(b)(i) or section 708A(11)(b)(ii) of the Corporations Act.

9.6 Acknowledgements of Consultant in connection with the Service Shares

- (a) The Consultant acknowledges and agrees that:
 - (i) Wellnex will not lodge with ASX a cleansing notice in accordance with section 708A(5)(e) of the Corporations Act in respect of the Service Shares;
 - (ii) this deed does not constitute a securities recommendation, financial product advice or taxation advice and neither Wellnex nor the Company has considered the Consultant's particular objectives, financial situation and needs in offering or issuing the Service Shares to the Consultant;
 - (iii) there are risks associated with any investment in shares and there are a number of risk factors specific to the Group, the industry in which the Group operates and the general economic, regulatory and business environment (which may be outside the control of Wellnex and its board and management, and may impact the operating and financial performance, position and prospects of Wellnex); and
 - (iv) there is no guarantee that there will be any return on the Service Shares.
- (b) The Consultant represents and warrants to Wellnex that it is at the date of this deed, and will be on the date of issue of the Service Shares, an entity to which the Service Shares can lawfully be offered and issued by the Company:
 - (i) without a disclosure document being required to be lodged by the Company with ASIC under the Corporations Act;
 - (ii) without further lodgement, registration or other formality in any jurisdiction; and
 - (iii) without breaching any Laws or regulations in the jurisdiction to which the Consultant is a resident.

10. GST

- (a) In this clause, words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- (b) The Service Fee is inclusive of any applicable GST.
- (c) A party who receives consideration, whether monetary or otherwise, must give the other party a tax invoice in a form which complies with the GST Law within 5 Business Days after the end of the month in which any consideration is paid, or an invoice is used, in relation to the supply, whichever occurs first.

- (d) If there is an adjustment to a taxable supply made under this deed, then the party making the taxable supply must provide an adjustment note to the recipient of that taxable supply.
- (e) The amount of a party's entitlement under this deed to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.

11. Confidential Information

11.1 Confidentiality obligations

The Consultant:

- (a) must keep confidential, and not use or disclose, any Confidential Information, except as required to perform the Services;
- (b) must keep confidential all Confidential Information except:
 - (i) for disclosure permitted under clause 11.2; and
 - (ii) to the extent the Consultant is required by law to disclose any Confidential Information, provided that the Consultant has notified the Company immediately of the requirement to disclose the information and uses reasonable endeavours to assist the Company to permit or restrict disclosure of such information.
- (c) must immediately notify the Company if it becomes aware of any loss or unauthorised use, access, copying or disclosure of any Confidential Information.

11.2 Permitted disclosures

The Consultant may disclose Confidential Information to:

- (a) persons specifically approved by the Company; and
- (b) persons who have a need to know for the purposes of this deed (and only to the extent that each has a need to know) provided that the Consultant has directed them to keep confidential all Confidential Information.

11.3 Return of Confidential Information

Upon the termination of this deed, or at any time upon the written request of the Company (at its absolute discretion), the Consultant must immediately return to the Company, destroy or delete (as the Company directs), all original documents and copies (including those in electronic form) in the Consultant's or Nominated Personnel's possession, custody or control that comprise, contain, reproduce, are based on, utilise or relate to the Group's Confidential Information.

11.4 Survival

The provisions of this clause 11 will remain in force following the termination of this deed until such time as the information no longer constitutes Confidential Information.

12. Termination

12.1 Termination

- (a) The Company may terminate this deed during the Term without cause with 14 days' written notice to the Consultant, in which event this deed will terminate upon the expiration of that period of that 14 days.
- (b) If a party commits a material breach of this deed, which breach is not cured within 10 Business Days after notice of breach from the non-defaulting party, then the non-defaulting party may, by written notice to the other party, terminate this deed in whole or in part as of the date nominated in the notice of termination.
- (c) Either party may terminate this deed immediately, by notice to the other party, if an Insolvency Event occurs in relation to that other party.

12.2 Effect of termination

Termination of this deed will not affect the rights, powers, remedies, obligations, duties and liabilities of either party under this deed which have accrued to the date of termination, which rights, powers, remedies, obligations, duties and liabilities will continue to be enforceable and for the avoidance of doubt will not affect the Consultant's right to receive the Service Fee.

12.3 Return of property

Upon termination of this deed for any reason, the Consultant must return to the Company:

- (a) all Confidential Information in accordance with clause 11.3; and
 - (b) all the Company's property,
- in the Consultant's possession or control.

13. Transaction Document

The parties agree that this deed is a Transaction Document for the purposes of the definition of Transaction Document in each of the Sale Agreement, General Security Agreement and Specific Security Agreement.

14. General

14.1 Costs, expenses and stamp duty

Each party must pay its own costs and expenses in relation to the negotiation, preparation, execution, carrying into effect and enforcement of this deed.

14.2 Governing law

This deed and the transactions contemplated by this deed are governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the Courts of New South Wales for the determination of any dispute concerning this deed or its subject matter or concerning work carried out in the performance of this deed.

14.3 Entire understanding

This deed (together with any document or agreement referred to in it) constitutes the entire understanding of the parties about its subject matter and any previous document, understanding and negotiation on that subject matter cease to have any effect.

14.4 Severability

If any provision of this deed is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

14.5 No waiver

No right or remedy under or arising from this deed may be waived other than in writing executed by both parties.

14.6 No assignment

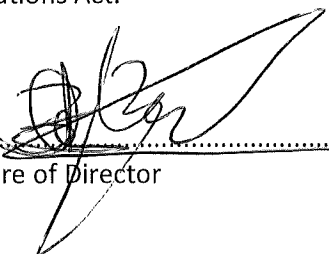
Neither party may assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other party, which consent may be withheld in that party's absolute discretion.

Execution page

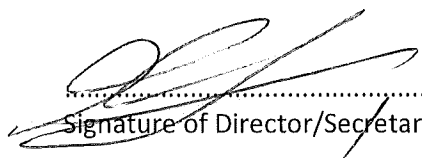
Executed as a deed

The Company

Executed by **Wellnex Life Limited ACN 150 759 363** in accordance with section 127 of the Corporations Act:


.....
Signature of Director

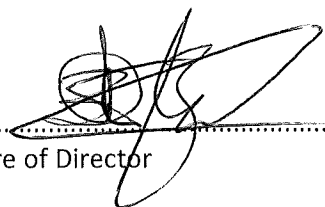

.....
Name of Director

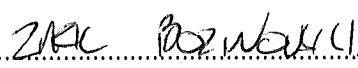

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Signature of Director/Secretary

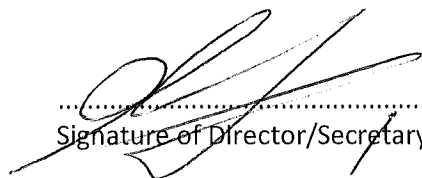

.....
Name of Director/Secretary

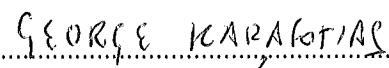
Wellnex

Executed by **BSPSPA Pty Ltd ACN 670 837 028** in accordance with section 127 of the Corporations Act:


.....
Signature of Director


.....
Name of Director


.....
Signature of Director/Secretary


.....
Name of Director/Secretary

The Consultant

Executed by 365 Health Australia Pty Ltd ACN
151 146 977 in accordance with section 127 of
the Corporations Act:

DocuSigned by:
Elias Nassar
A14F156A4415466...

Signature of Sole Director and Sole Secretary

Elias Nassar

Name of Sole Director and Sole Secretary