
THOMSON GEER

LAWYERS

Level 23, Rialto South Tower
525 Collins Street
Melbourne VIC 3000 Australia

T +61 3 8080 3500 | F +61 3 8080 3599

Ref: NF:4745778

Deed

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ADVICE | TRANSACTIONS | DISPUTES
Domestic & Cross Border

Parties	1
----------------------	----------

Recitals	3
-----------------------	----------

1. Definitions and Interpretation	5
--	----------

2. Acknowledgments and Warranties.....	7
---	----------

3. Public Examination Proceeding.....	7
--	----------

4. Share Sale Agreement Proceeding.....	8
--	----------

5. BVI Proceeding	8
--------------------------------	----------

6. Convertible Note Agreement Proceeding	8
---	----------

7. Paymate Shares	9
--------------------------------	----------

8. Revenue Share Agreement.....	10
--	-----------

9. Liven Shares	10
------------------------------	-----------

10. Debt Claims	10
------------------------------	-----------

11. Conditions Precedent	10
---------------------------------------	-----------

12. Settlement Date	11
----------------------------------	-----------

13. Release and Covenant Not to Sue	12
--	-----------

14. General	13
--------------------------	-----------

15. Confidentiality.....	13
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16. Notices..... 14

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2022

Parties

Holdings	IPO Wealth Holdings Pty Ltd (In Liquidation) (A.C.N. 618 585 792)
IPO2	IPO Wealth Holdings No 2 Pty Ltd (In Liquidation) (A.C.N. 620 610 157)
IPO3	IPO Wealth Holdings No 3 Pty Ltd (In Liquidation) (A.C.N. 620 706 498)
IPO4	IPO Wealth Holdings No 4 Pty Ltd (In Liquidation) (A.C.N. 622 727 280)
IPO5	IPO Wealth Holdings No 5 Pty Ltd (In Liquidation) (A.C.N. 623 564 189)
IPO6	IPO Wealth Holdings No 6 Pty Ltd (In Liquidation) (A.C.N. 623 278 955)
IPO7	IPO Wealth Holdings No 7 Pty Ltd (In Liquidation) (A.C.N. 623 565 837)
IPO8	IPO Wealth Holdings No 8 Pty Ltd (In Liquidation) (A.C.N. 623 559 615)
IPO9	IPO Wealth Holdings No 9 Pty Ltd (In Liquidation) (A.C.N. 623 588 330)
IPO10	IPO Wealth Holdings No 10 Pty Ltd (In Liquidation) (A.C.N. 628 118 374)
IPO11	IPO Wealth Holdings No 11 Pty Ltd (In Liquidation) (A.C.N. 628 479 729)
IPO12	IPO Wealth Holdings No 12 Pty Ltd (In Liquidation) (A.C.N. 627 184 865)
IPO13	IPO Wealth Holdings No 13 Pty Ltd (In Liquidation) (A.C.N. 624 523 039)
IPO14	IPO Wealth Holdings No 14 Pty Ltd (In Liquidation) (A.C.N. 628 480 231)
IPO15	IPO Wealth Holdings No 15 Pty Ltd (In Liquidation) (A.C.N. 625 814 324)
IPO16	IPO Wealth Holdings No 16 Pty Ltd (In Liquidation) (A.C.N. 625 620 760)
IPO17	IPO Wealth Holdings No 17 Pty Ltd (In Liquidation) (A.C.N. 628 672 284)
101 Investments	101 Investments Ltd (Company Number: 2005594)
Mr Mawhinney	James Peter Mawhinney
IPO Capital	IPO Capital Pty Ltd (A.C.N. 609 299 201)
Online Investments	Online Investments Pty Ltd (A.C.N. 134 785 890)
Sunseeker Holdings	Sunseeker Holdings Pty Ltd (A.C.N. 632 076 469) (Receivers and Managers Appointed) in its capacity as trustee of the Sunseeker Trust
Mayfair 101	Mayfair 101 Limited (Company Number: 10527210)

Operative Provisions

Eleuthera	Eleuthera Group Pty Ltd (A.C.N. 168 390 029)
AIS	Australian Income Solutions Pty Ltd (A.C.N. 168 878 779)
M12 Global	M12 Global Limited (Company Number: 11459056)
IPO Wealth	IPO Wealth Pty Ltd (A.C.N. 617 039 255)
Accloud	Accloud Plc (Company Number: 09847722)
Liquidators	Hamish Alan MacKinnon and Nicholas Giasoumi

Recitals

- A. Each of the members of the Group was wound up by order made in the Winding Up Proceeding.
- B. The Liquidators (in their then capacity as provisional liquidators of each of the companies in the Group) commenced the Public Examination Proceeding and filed the Summons. Mr Mawhinney issued an application to set aside the Summons which was dismissed at first instance and on appeal.
- C. Mr Mawhinney issued the Public Examination Appeal Proceeding seeking leave to appeal against the dismissal of his appeal in the Public Examination Proceeding.
- D. The Liquidators and IPO3 commenced the Share Sale Agreement Proceeding against 101 Investments, Accloud, Mr Mawhinney, IPO Capital and Online Investments claiming, inter alia, the Accloud Share Sale Agreement Shares.
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- E. The Liquidators and IPO3 commenced the Convertible Note Agreement Proceeding against Mayfair 101, 101 Investments, Mr Mawhinney, Online Investments and Eleuthera claiming, inter alia, the Accloud Convertible Note Shares.
- F. Prior to the commencement of the Convertible Note Agreement Proceeding, 101 Investments executed transfers in respect of the Sold Accloud Convertible Note Shares.
- G. Holdings has made demand on 101 Investments in respect of the Holdings 101 Investments Claim. 101 Investments claims that the funds which it received from Holdings have been repaid and has refused the said demand of Holdings.
- H. The funds which Holdings claims to have advanced to 101 Investments and which are the subject of the Holdings 101 Investments Claim were applied by 101 Investments in the purchase of the Series D Paymate Shares and in acquiring an interest and rights under the Revenue Share Agreement.
- I. IPO13 claims a proprietary interest in the Series D Paymate Shares.
- J. IPO3 claims the rights and entitlements acquired by 101 Investments under the Revenue Share Agreement.
- K. 101 Investments commenced the BVI Proceeding against Eleuthera, Holdings and IPO3 claiming relief in respect of: (i) the Accloud Share Sale Agreement Shares; (ii) the Series D Paymate Shares; and (iii) the Revenue Share Agreement.
- L. Eleuthera claims an interest in the Series C Paymate Shares.
- M. IPO11 claims a proprietary interest in the Disputed Liven Shares.
- N. Liven has disputed the rights and entitlements which IPO11 claims to have acquired under a convertible note agreement with Liven dated 13 November 2019. IPO11 is also the registered holder of 131,560 shares in Liven.
- O. There are further unresolved claims and disputes between the parties, including:
- (i) the following debt claims:
- (1) a debt of \$284,011 claimed by Holdings as against AIS;
- (2) a debt of \$17,626,231 claimed by IPO17 as against M12 Global;
- (3) a debt of \$6,052,850 claimed by Eleuthera as against Holdings;

Operative Provisions

- (4) a debt of \$1,631,636 claimed by Online Investments as against Holdings;
 - (5) a debt of \$148,903 claimed by IPO Wealth as against Holdings; and
 - (6) a debt of \$21,256 claimed by AIS as against Holdings; and
- (ii) the Eleuthera Holdings Claims.

P. At a mediation on 6 June 2022 and 22 July 2022, the parties agreed to resolve the above claims and disputes on the terms contained in this agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply in this document.

This agreement means this agreement;

Accloud means Accloud PLC;

Accloud Convertible Note Shares means 3,048,400 ordinary shares in Accloud issued pursuant to the Convertible Note;

Accloud Share Sale Agreement Shares means 21,250,000 ordinary shares in Accloud which are presently registered as follows in the share register of Accloud:

	<i>Number of Shares</i>
<i>IPO Capital</i>	<i>5,160,428</i>
<i>IPO3</i>	<i>5,250,000</i>
<i>IPO6</i>	<i>6,000,000</i>
<i>Holdings</i>	<i>1,595,745</i>
<i>Online Investments</i>	<i>3,243,827</i>
<i>Total</i>	<i>21,250,000</i>

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

Claim means any action, suit, cause of action, arbitration, debt due, cost, claim, demand, verdict, or judgment either at law or in equity, or arising under any statute;

Convertible Note means the convertible note between Mayfair 101 (or nominee), Accloud Switzerland AG (establishment pending) and Ross James dated 16 July 2018;

Debt Claims means the claims set out in recital O(a);

Disputed Liven Shares means 244,325 ordinary shares in Liven registered in the name of Eleuthera;

Director Claims means claims against Mr Mawhinney:-

- a. by one or more companies in the Group that Mr Mawhinney breached one or more of his duties at law, in equity or under the Act; and
- b. by the Liquidators against Mr Mawhinney under Part 5.7B of the Act in respect of the alleged insolvent trading of Holdings;

Operative Provisions

Eleuthera Holdings Claims	means the claims for indebtedness which Holdings and Eleuthera have against each other;
Group	means Holdings and IPO2 to IPO17 (inclusive);
Holdings 101 Investments Claim	means the claim for the sum of \$12,628,561.92, alternatively, \$12,304,011.75, alleged by Holdings to be owing to it by 101 Investments;
Liquidators	means Hamish Alan MacKinnon and Nicholas Giasoumi in their capacity as joint and several liquidators of the Group;
Liven	means Liven Pty Ltd (A.C.N. 161 315 519);
Mawhinney Entities	means Mr Mawhinney on his own behalf, and any associate or associated entity within the meaning of the Act including but not limited to IPO Capital, Online Investments, Mayfair 101, Eleuthera, AIS, M12 Global, IPO Wealth and Sunseeker Holdings;
Paymate	means Paymate India Limited;
Proceedings	means each of the following proceedings, collectively: <ul style="list-style-type: none">(a) Supreme Court of Victoria proceeding S ECI 2020 02284 (Winding Up Proceeding);(b) Supreme Court of Victoria proceeding S ECI 2020 02990 (Public Examination Proceeding);(c) Supreme Court of Victoria proceeding S ECI 2021 00016 (Share Sale Agreement Proceeding);(d) Supreme Court of Victoria proceeding S ECI 2021 01835 (Convertible Note Agreement Proceeding);(e) Claim No.: BVIHC (COM) 0004 of 2021 in the Eastern Caribbean Supreme Court in the High Court of Justice, British Virgin Islands (BVI Proceeding);(f) Supreme Court of Victoria Court of Appeal proceeding S E APCI 2022 0045 (Public Examination Appeal Proceeding);
Revenue Share Agreement	means the revenue share agreement between 101 Investments, Accloud Mauritius and Accloud dated 26 March 2019;
Series C Paymate Shares	means 2,768 Series C Preference Shares in Paymate registered in the name of Holdings;
Series D Paymate Shares	means 312 Tranche 1 and 579 Tranche 2 Series D Preference Shares in Paymate presently registered in the name of 101 Investments;
Settlement Date	means the date which is seven days after the approval of the Supreme Court of Victoria of the application referred to in Clause 12.2;

Sold Accloud Convertible Note Shares	Means 697,053 of the Accloud Convertible Note Shares that were sold by 101 Investments prior to the freezing order in the Convertible Note Agreement Proceeding being obtained;
Summons	means the Summons for the examination of Mr Mawhinney filed on 21 July 2020 in the Public Examination Proceeding;
Unsold Accloud Convertible Note Shares	means 2,351,347 of the Accloud Convertible Note Shares that were not sold prior to the freezing order made in the Convertible Note Agreement Proceeding on 2 June 2021;

1.2 Unless the context requires otherwise, in this agreement, the recitals and any schedules hereto:

- (a) words that indicate the singular include the plural and vice versa;
- (b) words that indicate one gender also indicate each other gender;
- (c) defined terms shall bear the definition given to them;
- (d) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as altered or replaced or novated from time to time;
- (e) a reference to a clause, paragraph, schedule or a recital means a clause or paragraph of or schedule or recital to this agreement; and
- (f) the headings in this agreement are for guidance only and do not affect the content of any clauses.

2. Acknowledgments and Warranties

The parties acknowledge, covenant and warrant that they have entered into this agreement:

- (a) fully and freely after considering the terms and conditions contained in it;
- (b) of their own free will and volition; and
- (c) after receiving legal advice regarding the terms and conditions of the agreement.

3. Public Examination Proceeding

3.1 The Liquidators and Mr Mawhinney shall execute minutes of consent orders providing that:-

- (a) Mr Mawhinney's application for leave to appeal in the Public Examination Appeal Proceeding be dismissed with no order as to costs; and
- (b) the Summons issued against Mr Mawhinney in the Public Examination Proceeding be dismissed with no order as to costs.

3.2 The Liquidators and Mr Mawhinney otherwise release each other from all Claims in the Public Examination Proceeding and Public Examination Appeal Proceeding including any claims for costs (whether pursuant to an order or otherwise).

4. Share Sale Agreement Proceeding

- 4.1 The parties agree to divide the Accloud Share Sale Agreement Shares as follows:
- (a) 5,306,788 to IPO3; and
 - (b) 15,943,212 to 101 Investments.
- 4.2 Holdings, IPO6, IPO Capital and Online Investments shall execute stock transfer forms as follows:
- (a) Holdings shall execute a stock transfer form transferring 1,595,745 of the Accloud Share Sale Agreement Shares to 101 Investments;
 - (b) IPO6 shall execute stock transfer forms transferring:
 - (i) 56,788 Accloud Share Sale Agreement Shares to IPO3; and
 - (ii) 5,943,212 Accloud Share Sale Agreement Shares to 101 Investments;
 - (c) IPO Capital shall execute a stock transfer form transferring 5,160,428 of the Accloud Share Sale Agreement Shares to 101 Investments; and
 - (d) Online Investments shall execute a stock transfer form transferring 3,243,827 of the Accloud Share Sale Agreement Shares to 101 Investments.
- 4.3 The parties to the Share Sale Agreement Proceeding shall execute a minute of consent order providing that:-
- (a) Accloud will attend to the registration of the Accloud Share Sale Agreement Shares in accordance with clause 4.1 and 4.2; and
 - (b) the Share Sale Agreement Proceeding be dismissed with no order as to costs.
- 4.4 The Liquidators release Mr Mawhinney and 101 Investments from the undertaking not to deal with the Accloud Share Sale Agreement Shares given in the letter from AJ & Co Lawyers to Thomson Geer dated 31 July 2020 and the email from Mr Mawhinney to Thomson Geer sent on 6 August 2020.

5. BVI Proceeding

- 5.1 101 Investments shall file and serve on Eleuthera, Holdings and IPO3 a notice of discontinuance in the BVI Proceeding.

6. Convertible Note Agreement Proceeding

- 6.1 Mayfair 101 shall execute a stock transfer form in registrable form in favour of IPO3 in respect of the Unsold Accloud Convertible Note Shares and shall deliver the duly executed form in respect of same to the Liquidators.
- 6.2 Mayfair 101 shall execute a stock transfer form in registrable form in favour of 101 Investments in respect of the Sold Accloud Convertible Note Shares and shall deliver the duly executed form in respect of same to Accloud.
- 6.3 101 Investments shall re-execute stock transfer forms in registrable form in favour of the persons who originally purchased from it the Sold Accloud Convertible Note Shares and shall deliver the duly executed forms in respect of same to Accloud.

- 6.4 The funds presently held in the trust account of Roberts Gray, Lawyers, pursuant to the freezing order obtained on 2 June 2021 in the Convertible Note Agreement Proceeding (being \$446,620) shall, upon the discharge of the freezing order, be forthwith paid to IPO3.
- 6.5 Mayfair 101 and 101 Investments:-
- (a) hereby acknowledge that IPO3 is the beneficial owner of the Unsold Accloud Convertible Note Shares;
 - (b) shall submit to Accloud a request in writing that the Unsold Accloud Convertible Note Shares be registered in the name of IPO3 in a form to be agreed between the parties; and
 - (c) shall do all other things necessary or reasonably requested by the Liquidators to enable the Unsold Accloud Convertible Note Shares to be registered in the name of IPO3.
-
- 6.6 The parties to the Convertible Note Agreement Proceeding shall do all things necessary to enable the Sold Accloud Convertible Note Shares to be registered in the names of the respective transferees thereof;
- 6.7 The parties to the Convertible Note Agreement Proceeding shall execute minutes of consent orders:
- (a) discharging the freezing order obtained on 2 June 2021 in the Convertible Note Agreement Proceeding;
 - (b) directing Roberts Gray to release and pay the funds referred to in clause 6.4 to IPO3; and
 - (c) dismissing the Convertible Note Agreement Proceeding with no order as to costs.

7. Paymate Shares

Series D Paymate Shares

- 7.1 The Series D Paymate Shares (including any equity shares created upon conversion of the Series D Paymate Shares) shall be divided as follows:
- (a) 401 to be transferred to IPO13;
 - (b) 490 to remain with 101 Investments;
- 7.2 101 Investments shall:-
- (a) submit to Paymate a request in writing 401 Series D Paymate Shares be registered on an off market basis to IPO13 in a form to be agreed between the parties; and
 - (b) take all steps and execute all documents (including but not limited to any stock transfer forms) reasonably required by the Liquidators, Paymate or by law, to enable and effect the registration of 401 Series D Paymate Shares in the name of IPO13.
- 7.3 Holdings and IPO13 release Eleuthera 101 Investments and Mr Mawhinney from all Claims relating to the Series D Paymate Shares.

- 7.4 Eleuthera, 101 Investments and Mr Mawhinney release Holdings and IPO13 from all Claims relating to the Series D Paymate Shares.
-

Series C Paymate Shares

- 7.5 Eleuthera hereby withdraws all and any Claims it has to any interest in the Series C Paymate Shares and shall acknowledge in writing by letter (to be both sent by email and delivered to addresses nominated by the Liquidators) that Holdings is the legal and beneficial owner of the Series C Paymate Shares in a form to be agreed between the parties.
- 7.6 Eleuthera shall otherwise take all other steps reasonably requested by the Liquidators and required by Paymate in order to satisfy Paymate that Holdings is the legal and beneficial owner of the Series C Paymate Shares.
-

8. Revenue Share Agreement

- 8.1 The Group releases Eleuthera, 101 Investments and Mr Mawhinney and Eleuthera, 101 Investments and Mr Mawhinney release the Group from all Claims arising out of or relating to the Revenue Share Agreement.
- 8.2 The Liquidators shall advise Accloud in writing that the Group does not make any Claim to the Revenue Share Agreement in a form to be agreed between the parties.
-

9. Liven Shares

- 9.1 IPO11, Eleuthera and Mr Mawhinney release each other from all Claims relating to the Disputed Liven Shares.
- 9.2 The Liquidators shall acknowledge in writing to Liven that Eleuthera is the legal and beneficial owner of the Disputed Liven Shares in a form to be agreed between the parties.
- 9.3 The Mawhinney entities shall acknowledge in writing to Liven (such acknowledgment to be both sent by email and delivered to addresses nominated by the Liquidators) that IPO11 is the legal and beneficial owner of:-
- (a) all the rights and entitlements of IPO11 under the convertible note agreement executed by Liven and IPO11 dated 13 November 2019; and
 - (b) 131,560 shares in Liven currently registered in the name of IPO11;
- in a form to be agreed between the parties.
-

10. Debt Claims

- 10.1 Holdings, IPO17, AIS, M12 Global, Eleuthera, Online Investments and IPO Wealth release each other from all Claims arising out of or relating to the Debt Claims.
-

11. Conditions Precedent

- 11.1 This agreement is subject to approval by the Supreme Court of Victoria.
- 11.2 Following the execution and exchange of this agreement, the Liquidators shall apply to the Supreme Court of Victoria for the approval of this agreement.

11.3 Except for the Liquidators' obligation under clause 11.2, none of the obligations and releases under this agreement shall be binding and enforceable until the latest to occur of the following:-

- (a) the approval referred to in clause 11.2 is granted;
- (b) the receipt by IPO3 of the funds referred to in Clause 6.4 hereof;
- (c) the registration on the share register of Accloud of the Unsold Accloud Convertible Note Shares in the name of IPO3; and
- (d) the registration on the share register of Paymate of the Series D Paymate Shares in the name of IPO13 in accordance with Clause 7 of this agreement;
- (e) the registration of all shares referred to in clause 4;
- (f) the dismissal of the Summons in the Public Examination Proceeding with no order as to costs;
- (g) the dismissal of Mr Mawhinney's application for leave to appeal in the Public Examination Appeal Proceeding with no order as to costs;
- (h) the discontinuance of the BVI Proceeding;
- (i) the dismissal of the Convertible Note Agreement Proceeding with no order as to costs;
- (j) the dismissal of the Share Sale Agreement Proceeding with no order as to costs;
- (k) the registration of the shares referred to in Clause 7.1(a);
- (l) compliance by Mayfair 101 and 101 Investments with their obligations under Clauses 6.1, 6.5 and 7.2;
- (m) the payment of the funds referred to in Clause 6.4; and
- (n) the discharge of the freezing order obtained on 2 June 2021 in the Convertible Note Agreement Proceeding.

12. Settlement Date

12.1 The following shall occur on the Settlement Date:-

- (a) The filing of the minutes of consent orders referred to in Clause 3.1;
- (b) The delivery of the stock transfer forms referred to in Clause 4.2.
- (c) The filing of the minutes of consent orders referred to in Clause 4.3
- (d) The filing of the notice of discontinuance referred to in Clause 5.1;
- (e) The delivery of the stock transfer form referred to in Clause 6.1;
- (f) The payment of the funds referred to in Clause 6.4;
- (g) The filing of the minutes of consent orders referred to in Clause 6.7;

- (h) The delivery to the respective recipients thereof of the correspondence and documents, including but not limited to any stock transfer forms referred to in Clauses 6.1, 6.5 (b), 7.2, 7.5, 8.2, 9.2 and 9.3 of this agreement.

13. Release and Covenant Not to Sue

- 13.1 Each of the Mawhinney Entities and 101 Investments release:-
- (a) the Liquidators in respect of any and all Claims arising out of the receivership, provisional liquidation or winding up of the members of the Group; and
 - (b) the Group in respect of all Claims in respect of the affairs of the Group, including the Debt Claims.
- 13.2 101 Investments and the Mawhinney Entities jointly and severally indemnify the Liquidators and the Group in respect of any liability they incur or loss they suffer arising by reason of any of the Claims referred to in clause 13.1.
- 13.3 The Liquidators and the Group release:-
- (a) Mr Mawhinney from all Claims in respect of the affairs of the Group, including without limitation the Director Claims; and
 - (b) The Mawhinney Entities and 101 Investments from all Claims in respect of the affairs of the Group, including the Debt Claims.
- 13.4 Eleuthera and Holdings release each other from the Eleuthera Holdings Claims.
- 13.5 In respect of the Share Sale Agreement Proceeding:
- (a) IPO 3 and the Liquidators release 101 Investments, Accloud, Mr Mawhinney, IPO Capital and Online Investments from all Claims in respect of the Share Sale Agreement Proceeding; and
 - (b) 101 Investments, Accloud, Mr Mawhinney, IPO Capital and Online Investments release IPO3 and the Liquidators from all Claims in respect of the Share Sale Agreement Proceeding.
- 13.6 In respect of the Convertible Note Agreement proceeding:
- (a) IPO3 and the Liquidators release Mayfair 101, 101 Investments, Mr Mawhinney, Online Investments and Eleuthera from all Claims in respect of the Convertible Note Agreement Proceeding; and
 - (b) Mayfair 101, 101 Investments, Mr Mawhinney, Online Investments and Eleuthera release IPO3 and the Liquidators from all Claims in respect of the Convertible Note Agreement Proceeding.
- 13.7 In respect of the BVI Proceeding:
- (a) 101 Investments and Eleuthera release Holdings and IPO3 from all Claims in respect of the BVI Proceeding; and
 - (b) Holdings and IPO3 release 101 Investments and Eleuthera from all Claims in respect of the BVI Proceeding.
- 13.8 The Mawhinney Entities shall not commence any proceedings against the Liquidators or the Group under the Insolvency Practice Schedule (Corporations) (Schedule 2 to the Act).

14. General

- 14.1 This agreement may be executed in any number of counterparts and all of those counterparts together will constitute one and the same instrument.
- 14.2 This agreement embodies the entire agreement between the parties with respect to the subject matter of this agreement and supersedes any prior negotiation, arrangement, understanding or agreement with respect to the subject matter of or any term of this agreement.
- 14.3 This agreement is binding on the successors and permitted assigns of each party.
- 14.4 Subject to clause 11, the provisions of this agreement will remain in full force and effect and be binding upon the parties after completion.
- 14.5 If part or all of any provision of this agreement is illegal, invalid or unenforceable then it may be severed from this agreement and the remaining provisions of this agreement will continue in full force and effect.
- 14.6 A waiver or variation of any provision of this agreement or consent to any departure by a party from any provision of this agreement must be in writing and be signed by all parties and is effective only to the extent for which it is given.
- 14.7 This agreement may be pleaded as a bar to any proceedings between the parties in relation to the subject matter of this agreement other than in respect of a breach of any provision of this agreement.
- 14.8 The parties will do all things within reason to give effect to the intent and spirit of this agreement.
- 14.9 The parties will bear their own costs in negotiating and entering into this agreement.
- 14.10 This agreement is governed by and construed in accordance with the laws of the state of Victoria and any Court which may have appeals from it and the parties are subject to the non-exclusive jurisdiction of those Courts.
- 14.11 Time shall be of the essence in relation to the obligations contained in this agreement.

15. Confidentiality

- 15.1 The parties agree that the terms and substance of this agreement and all matters associated with it are strictly confidential and are not to be disclosed by the parties to any other person (other than the secured creditor of Holdings, Vasco Trustees Limited and its legal representatives) without all of the parties' prior written consent except where the disclosure is required by law, or for the purposes of any application to the Supreme Court of Victoria, or to their respective accountants or legal advisers or to their insurers or insurance brokers (if any), who are themselves also required to keep such matters confidential.
- 15.2 The parties may publish or disclose the existence and terms of this agreement:
- (a) for the purpose of enforcing this agreement; or
 - (b) in a proceeding arising out of or in connection with this agreement; or
 - (c) once all the steps referred to in clause 11.3 have been completed.

16. Notices

16.1 Any notice, consent or other communication under this agreement shall be in writing and shall be delivered personally or by email, facsimile transmission, or by pre-paid post to the party at the following address:

(a) in the case of the Liquidators and the Group:

Thomson Geer, Lawyers
Level 23, Rialto Tower South
525 Collins Street
Melbourne Vic 3000
Attention: Norman Fryde
Email: nfryde@tqlaw.com.au

(b) in the case of 101 Investments, or the Mawhinney Entities:

Roberts Gray Lawyers
The Dome, Level 14
333 Collins Street
Melbourne Vic 3000
Attention: Rhys Roberts
Email: rhys@robertsgray.com.au

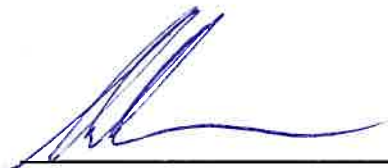
(c) in the case of Accloud:

The Pavilions
Bridgewater Road
England, BS13 8DF
Attention: Ross James
Email: ross.james@accloud.com

16.2 Any notice, consent or other communication under this agreement shall be deemed to have been received if sent by email, at the time recorded on the email, or if sent by pre-paid post, at the time it would be received in the ordinary course of the post.

EXECUTED as a deed

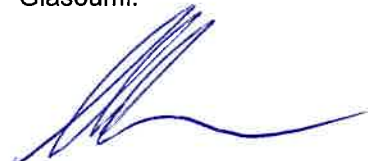
Executed as a deed by IPO Wealth Holdings Pty Ltd (**In Liquidation**) (A.C.N. 618 585 792) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 2 Pty Ltd (**In Liquidation**) (A.C.N. 620 610 157) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 3 Pty Ltd (**In Liquidation**) (A.C.N. 620 706 498) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 4 Pty Ltd (**In Liquidation**) (A.C.N. 622 727 280) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

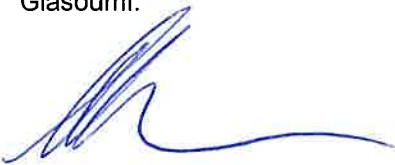
Executed as a deed by IPO Wealth Holdings No 5 Pty Ltd (**In Liquidation**) (A.C.N. 623 564 189) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 6 Pty Ltd (**In Liquidation**) (A.C.N. 623 278 955) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 7 Pty Ltd (**In Liquidation**) (A.C.N. 623 565 837) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 8 Pty Ltd (**In Liquidation**) (A.C.N. 623 559 615) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 9 Pty Ltd (**In Liquidation**) (A.C.N. 623 588 330) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 10 Pty Ltd (**In Liquidation**) (A.C.N. 628 118 374) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 11 Pty Ltd (**In Liquidation**) (A.C.N. 628 479 729) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

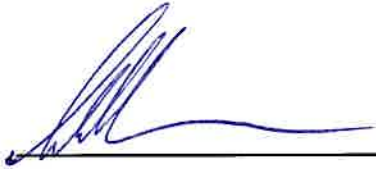
Executed as a deed by IPO Wealth Holdings No 12 Pty Ltd (**In Liquidation**) (A.C.N. 627 184 865) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 13 Pty Ltd (**In Liquidation**) (A.C.N. 624 523 039) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

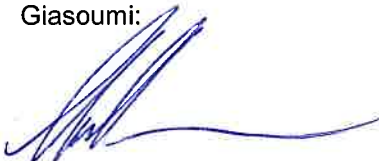
Executed as a deed by IPO Wealth Holdings No 14 Pty Ltd (**In Liquidation**) (A.C.N. 628 480 231) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 15 Pty Ltd (**In Liquidation**) (A.C.N. 625 814 324) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

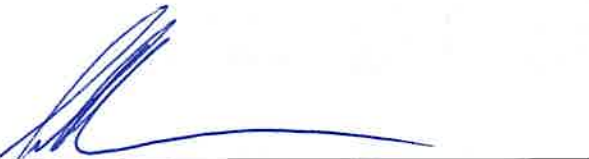
Executed as a deed by IPO Wealth Holdings No 16 Pty Ltd (**In Liquidation**) (A.C.N. 625 620 760) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:



Hamish Alan MacKinnon

Nicholas Giasoumi

Executed as a deed by IPO Wealth Holdings No 17 Pty Ltd (**In Liquidation**) (A.C.N. 628 672 284) in accordance with section 127 of the *Corporations Act 2001* (Cth) by its Liquidators Hamish Alan MacKinnon and Nicholas Giasoumi:




Hamish Alan MacKinnon

Nicholas Giasoumi

EXECUTED as a deed by **101 Investments Ltd (Company Number: 2005594)** in accordance with section 103 of the *BVI Business Companies Act, 2004* (BVI))
)
)
)
)

Director/Secretary
Print Name: **Chorus International Services BVI Limited**
Signed by Nicholas Lane as a Director of Chorus International Services BVI Limited


SIGNED SEALED AND DELIVERED by)
the said James Peter Mawhinney)
in the presence of:)



Signature of witness


LIANG CHEN

Name of witness (please print)



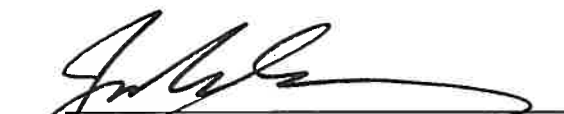
James Peter Mawhinney

EXECUTED as a deed by IPO Capital)
Pty Ltd (A.C.N. 609 299 201) in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth))



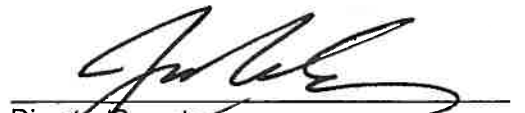
Director/Secretary
Print Name: JAMES MAWHINNEY

EXECUTED as a deed by Online)
Investments Pty Ltd (A.C.N. 134 785)
890) in accordance with section 127(1))
of the Corporations Act 2001 (Cth))



Director/Secretary
Print Name: JAMES MAWHINNEY

EXECUTED as a deed by Sunseeker)
Holdings Pty Ltd (A.C.N. 632 076)
469) (Receivers and Managers)
Appointed) in its capacity as trustee)
of the Sunseeker Trust in accordance)
with section 127(1) of the Corporations)
Act 2001 (Cth))



Director/Secretary
Print Name: JAMES MAWHINNEY

EXECUTED as a deed by Mayfair 101)
Limited (Company Number:)
10527210) in accordance with section)
44 of the Companies Act 2006 (UK))



Signature of director
JAMES MAWHINNEY

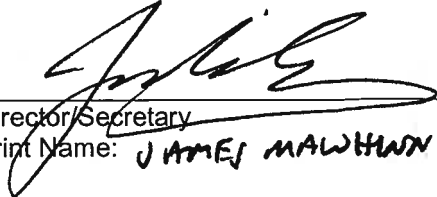
Name of director (please print)



Signature of witness
LIANG CHEN

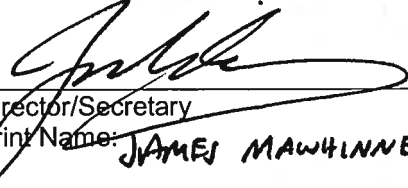
Name of witness (please print)

EXECUTED as a deed by **Eleuthera Group Pty Ltd (A.C.N. 168 390 029)** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*)




Director/Secretary
Print Name: **JAMES MAWHINNEY**

EXECUTED as a deed by **Australian Income Solutions Pty Ltd (A.C.N. 168 878 779)** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*)



Director/Secretary
Print Name: **JAMES MAWHINNEY**

EXECUTED as a deed by **M12 Global Limited (Company Number: 11459056)** in accordance with section 44 of the *Companies Act 2006 (UK)*)



Signature of director

JAMES MAWHINNEY

Name of director (please print)

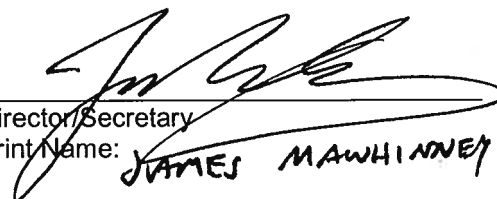


Signature of witness

LIANG CHEN

Name of witness (please print)

EXECUTED as a deed by **IPO Wealth Pty Ltd (A.C.N. 617 039 255)** in accordance with section 127(1) of the *Corporations Act 2001 (Cth)*)



Director/Secretary
Print Name: **JAMES MAWHINNEY**

EXECUTED as a deed by **Accloud Plc (Company Number: 09847722)** in accordance with section 44 of the *Companies Act 2006 (UK)*)

Signature of director

Name of director (please print)

Signature of witness

Name of witness (please print)

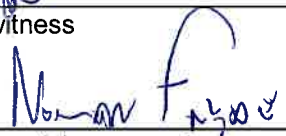
SIGNED SEALED AND DELIVERED by)
the said **Hamish Alan MacKinnon**)
in the presence of:)
)



Signature of witness



Hamish Alan MacKinnon



Name of witness (please print)

SIGNED SEALED AND DELIVERED by)
the said **Nicholas Giasoumi**)
in the presence of:)
)

Signature of witness

Nicholas Giasoumi

Name of witness (please print)