**AGLIVE GROUP LIMITED (ACN 164 497 778)**

**APPLICATION FOR SHARES**

Date: [**insert**]

To: The board of directors of the Company.

Application Recitals

We refer to the terms of the offer made to shareholders by the Company on or about the date of this application.

We, the undersigned (**Subscriber**) apply for:

|  |  |
| --- | --- |
| Number of Shares (minimum lot of 25,000 shares) | [insert] |
| Price | $0.17 each |
| Aggregate Price (minimum investment $4,250 for 25,000 shares @ 17c) | [insert] |

Applicants must subscribe for a minimum of $4,250 worth of Subscription shares being at least 5882 subscription shares in aggregate at the price of $0.17 per share.

1. DEFINITIONS

Unless otherwise defined in context, the meaning of the terms used in this document are set out below.

**Company** means Aglive Group Limited (ACN 164 497 778).

**Constitution** means the constitution of the Company as amended or varied from time to time.

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

**Encumbrance** means:

* + - 1. any mortgage, lien, charge, pledge, assignment by way of security, title retention, preferential right or trust arrangement, claim, covenant, profit à prendre, easement, property right or interests, restrictive covenant, restriction on transfer, right of first refusal, option, hypothecation, defect in title, “security interest” (as defined in the PPS Law) or other security interest or arrangement having the same effect; and
      2. any agreement to create or grant any arrangement described in paragraph (a).

**Information Memorandum** means the Information Memorandum dated May 2020 provided to the Subscriber prior to the date of this application.

**Insolvency Event** means, in relation to a party (**insolvent party**), the happening of any one or more of the following events:

* + - 1. the insolvent party enters into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
      2. the insolvent party is unable to pay its debts as and when they are due or is deemed under the Corporations Act to be insolvent;
      3. a liquidator or provisional liquidator is appointed to the insolvent party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of the insolvent party;
      4. an application or order is made or a resolution is passed for the winding up of the insolvent party; or
      5. any act or event analogous or having a substantially similar effect to any of the events specified in paragraphs (a) to (d) inclusive of this definition.

**Law** means:

* + - 1. principles of law or equity established by decisions of Australian Courts;
      2. statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or an Australian Government Agency; or
      3. requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or an Australian Government Agency that has the force of law.

**Listing** means an initial public offering of Shares and the admission of the Company to the official list of the ASX.

**PPS Law** means:

* + - 1. the *Personal Property Securities Act 2009* (Cth) as amended from time to time;
      2. the *Personal Property Securities Regulations 2010* (Cth); and
      3. any other regulations made at any time under the *Personal Property Securities Act 2009* (Cth).

**Share** means an ordinary share in the capital of the Company.

**Subscription Price** means the Aggregate Price payable for the Subscription Shares as set out in the Application Recitals.

**Subscription Shares** means the number of Shares to be subscribed for by the Subscriber as set out in the Application Recitals.

1. Acknowledgements
   * 1. Acknowledgement of risks

The Subscriber acknowledges and agrees that:

* + - 1. an investment in the Company is subject to various and significant Company-specific, economic, geographical, social and technological risks, including those set out in the Information Memorandum (as applicable), and that it has read and understood the Constitution, any risks set out in the Information Memorandum, and has made and relied upon its own inquiries or obtained its own independent advice in relation to any risks set out in the Information Memorandum;
      2. the Information Memorandum does not purport to contain all of the information that the Subscriber may require for the purpose of making an investment in the Company, is not a prospectus and does not contain the same degree or standard of information as a prospectus, and has not been checked, verified or assessed for accuracy or completeness by external advisers, intermediaries or independent experts, nor by any party who has distributed those documents on behalf of the Company;
      3. no representation or warranty (express or implied) is made by the Company as to the accuracy, completeness, likelihood of achievement or reasonableness of any projections and forward looking statements in the Information Memorandum, nor of the assumptions on which the projections and forward looking statements are based, and projections and forward looking statements are not guarantees of future performance but are by their nature subject to significant uncertainties and contingencies. There can be no assurance or guarantee that such projections and forward looking statements will be realised; and
      4. it is contemplated by the Company that more than one person will subscribe for Shares at or around the time the Subscriber is subscribing for Subscription Shares pursuant to this application.
    1. Quotation on ASX and other matters
       1. Although the Company may undertake a Listing, the Subscriber acknowledges and agrees that the Company makes no representations, warranties or guarantees that:
          1. the Company will seek the Listing at a certain time or at a certain price per Share;
          2. Listing will occur, as the occurrence of the Listing is dependent on a number of factors including performance of the business of the Company, alternative corporate transactions, offers that may be received by the Company, economic and market conditions, Listing conditions and the proposed Listing price of each Share;
          3. if any Listing occurs, the Shares will appreciate in value or an active market in the Shares will develop or continue;
          4. the Subscriber may only transfer Subscription Shares to a person in circumstances where such sale does not require the Company to issue any form of disclosure document under Part 6D.2 of the Corporations Act or in any other jurisdiction;
          5. the Subscription Shares will not be tradeable on-market unless and until Listing;
          6. the Subscriber (in its capacity as holder of Subscription Shares) must participate in the Listing as required by applicable Law or the rules of the relevant stock exchange on which the Listing is to occur and will take such steps as the Company may reasonably require to facilitate a Listing (provided always that the Subscriber shall not be required to sell any Subscription Shares); and
          7. if Listing occurs, the Subscription Shares may be subject to escrow or trading restrictions imposed by the rules of the ASX or applicable Law.

1. Warranties
   * 1. General Warranties
        1. The Subscriber, if the Subscriber is a corporation, is duly incorporated and validly exists under the law of its place of incorporation.
        2. The Subscriber has full power and capacity to enter into and perform its obligations under this application.
        3. All necessary authorisations for the execution, delivery and performance by the Subscriber of this application in accordance with its terms have been obtained or will be obtained prior to the issue of the Subscription Shares.
        4. This application constitutes a legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms by appropriate legal remedy.
        5. The execution, delivery and performance of this application:
           1. complies with the Subscriber’s constitution or other constituent documents (including an relevant trust deed as applicable); and
           2. does not constitute a breach of any writ, order or injunction, judgment, law, rule, regulation or obligation, or cause or result in a default under any agreement, or Encumbrance, by which the Subscriber is bound and which would prevent it from entering into and performing its obligations under this application.
        6. The Subscriber has not suffered an Insolvency Event.
     2. Investment
        1. The Subscriber is a ‘sophisticated investor’ or ‘professional investor’ for the purposes of section 708(8) or 708(11) of the Corporations Act or is otherwise an investor to whom Shares (including the Subscription Shares) may be issued without disclosure under section 708 of the Corporations Act.
        2. If the Subscriber is a ‘sophisticated investor’ for the purposes of the section 708(8) of the Corporations Act, the Subscriber has a valid certificate from a qualified accountant confirming that that the Subscriber is a ‘sophisticated investor’ for the purposes of the Corporations Act, substantially in the form set out in Annexure A to this application.
        3. The Subscriber has, or will have, sufficient financial resources to fulfil its obligations under this application and the Subscriber is able to bear the economic risk of an investment in the Subscription Shares.
        4. The Subscriber has entered into this application after a review of the Constitution and Information Memorandum.
        5. Other than as set out in this application, the Subscriber has not relied on any warranty or representation (including in respect of the future financial performance or prospects of the Company) made by the Company or any of its officers or representatives in its decision to subscribe for the Subscription Shares.
        6. The Subscriber has made and relied upon its own assessment of the Company and has conducted its own investigations with respect to the Subscription Shares including, without limitation, any restrictions on resale of the Subscription Shares and the particular tax consequences of subscribing for, owning or disposing of the Subscription Shares in light of its particular situation and the Subscriber has decided to subscribe for the Subscription Shares based on its own enquiries and professional advice, and not in reliance upon any act, investigation, research, recommendation, representation or document provided by the Company, its advisers or any person acting on behalf of the Company.
        7. No representations, warranties, promises, undertakings, statements or conduct except those expressly set out in this application have:
           1. induced or influenced the Subscriber to enter into, or agree to any terms or conditions of, this application;
           2. been relied on in any way as being accurate by the Subscriber;
           3. been warranted to the Subscriber as being true; or
           4. been taken into account by the Subscriber as being important to its decision to enter into, or agree to any or all of the terms of, this application.
        8. The Subscriber has knowledge and experience in financial matters such that the Subscriber is capable of evaluating the merits and risks of subscribing for the Subscription Shares. The Subscriber has determined the Subscription Shares to be a suitable investment.
2. Declaration

In completing and executing this application:

* + - 1. The Subscriber applies for the issue of the Subscription Shares at the Subscription Price and undertakes to pay in full the Subscription Price.
      2. The Subscriber acknowledges and agrees to be bound by the Constitution (as amended from time to time).
      3. The Subscriber acknowledges and warrants that all information that it has provided to the Company, including the information in this application is correct and complete.
      4. The Subscriber acknowledges and warrants that the offer to issue and the issue of the Subscription Shares to them, will not result in the Company breaching any law in the jurisdiction of the Subscriber.
      5. The Subscriber acknowledges and agrees that notwithstanding being referred to herein as an “Application”, this document is executed as a deed poll in favour of the Company and is enforceable as such.

**Executed** as adeed poll.

|  |  |  |
| --- | --- | --- |
|  | Signed, sealed and delivered by  XXXX Pty Ltd  [insert company address]  By | |
| sign here ► |  |  |
|  | Company Secretary/Director |  |
| print name |  |  |
| sign here ► |  |  |
|  | Director |  |
| print name |  |  |

|  |  |  |
| --- | --- | --- |
|  | Signed, sealed and delivered by  [individual investor *insert name*]  By | |
| sign here ► |  |  |
|  | Subscriber |  |
| print name |  |  |
| sign here ► |  |  |
|  | Witness |  |
| print name |  |  |

Date:

**PAYMENT INSTRUCTIONS**

Please transfer the share purchase funds to: Aglive Group Limited, National Australia Bank account below:

BSB number: **083-646**

Account number: **94 937 7613**

Please email or post completed and signed Application for Shares with Bank remittance confirmation to:

[adminoffice@aglive.com](mailto:adminoffice@aglive.com) or Aglive Group Limited PO Box 196 Geelong Vic 3220

Annexure A: Qualified Accountant Certificate

# CERTIFICATE BY QUALIFIED ACCOUNTANT

# FOR PURPOSES OF CHAPTER 6D OF THE CORPORATIONS ACT 2001 (CTH)

I, [**insert name**], of [**insert address**], certify as follows:

1. I am a qualified accountant for the purposes of the Corporations Act 2001 (**Corporations Act**).
2. I give this certificate in accordance with section 708(8)(c) of the Corporations Act at the request of and with reference to [**insert name of investor**] of [**insert address**].
3. Having reviewed the financial position of the [**person/entity**] named in paragraph 2, I certify that the [**person/entity**] has at the date of this certificate:
   1. net assets of at least $2,500,000; or
   2. has a gross income for each of the last 2 financial years of at least $250,000.
4. I confirm that:
   1. I belong to [**name of professional body**];
   2. my membership designation from this professional body is [**insert**]; and
   3. I comply with this body’s continuing professional education requirements.

Signed by [**name of accountant**]

Dated: [**insert date**]