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BETWEEN

(the Settlor(s))

AND

Pritesh Mahajan
Brett Quinn
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(the Trustee(s))

Cloud Deed Reference:2

THIS DEED OF SETTLEMENT is made the 14 day of Feb 2017.

BETWEEN:

The person or persons named and described in item 1 of the Schedule as the Settlor ("the Settlor").

AND:

The person or persons named and described in item 2 of the Schedule as the Trustee(s) ("the Trustee(s)")

- WHEREAS:**
- A. The Settlor desires to make provision for the beneficiaries in the manner set out in this Deed.
 - B. For that purpose, the Settlor has paid to the Trustee(s) the settled sum referred to in item 4 of the Schedule (the "Settled Sum").
 - C. The Trustee(s) have consented to become the Trustee(s) of this Deed upon the trusts and with and subject to the powers and provisions contained in this Deed.

1. DECLARATION OF TRUST:

- 1.1 The Settlor hereby settles the Settled Sum upon the Trustee(s) on trust for the General Beneficiaries until the Vesting Day.
- 1.2 The Trustee(s) hereby declares that they will henceforth hold the Trust Fund and the income of the Trust Fund upon the trusts set out in this Deed in accordance with the terms and conditions contained in the Cloud Terms.

2. DEED MAINTENANCE COSTS:

- 2.1 The Trustee(s) hereby agree to and accept the Cloud Deed Terms of Use. The Trustee(s) also agree to abide by any changes made to the Cloud Deed Terms of Use, provided that they do not materially depart from the substantive terms of the Cloud Deed Terms of Use.
- 2.2 The agreement of the Trustee(s) in clause 2.1 will inure to the benefit of the legal owner from time to time of the Website as though granted by deed executed by the Trustee(s) and the owner for the time being of the Website.

3. DEFINITIONS AND INTERPRETATIONS

- 3.1 In this Deed the following words have the following meanings:"

"Cloud Deed Terms of Use" means the version of the document entitled "Cloud Deed Terms of Use" as published on the Website on the date of this Deed (or if this Deed is undated, the date that this Deed is produced via the Website)",

"Cloud Terms" means the standard discretionary trust terms as maintained and published on the Website from time to time. If the Website ceases to be maintained, or is abandoned, then "Cloud Terms" will refer to the last published version of the standard discretionary trust deed on the Website",

"General Beneficiaries" shall mean and include:"

(a) the Specified Beneficiary or the Specified Beneficiaries (as the case may be)",

(b)the persons listed in item 6 of the Schedule",

PROVIDED HOWEVER that every member of the excluded class shall be excluded from the class of General Beneficiaries notwithstanding that he may otherwise be or be qualified to be included in the class of General Beneficiaries",

AND PROVIDED FURTHER that subject to Clause 10, the Trustees may at any time and from time to time declare in writing that any person shall be excluded from the class of General Beneficiaries notwithstanding that but for such exclusion he is or would by reason of one or more of the matters or circumstances referred to above would have been a General Beneficiary and the class of General Beneficiaries shall as from the date of the making of any such declaration be modified accordingly but so that this power shall not be capable of being exercised so as to derogate from any interest to which such General Beneficiary has previously become indefeasibly entitled whether in possession or in reversion or otherwise",

"Incapacity" when applying to any person or persons named or described as such in item 8 or 9 of the Schedule or any part of this Deed means not having legal capacity to act or manage his or her own affairs in the manner contemplated by:"

(a) section 7 of the Guardianship and Management of Property Act 1991 (ACT)",

(b) section 14 of the Guardianship Act 1987 No 257 (NSW)",

(c) section 15 of the Adult Guardianship Act 1988 (NT)",

(d) section 12 of the Guardianship and Administration Act 2000 (QLD)",

(e) section 29 of the Guardianship and Administration Act 1993 (SA)",

(f) section 20 of the Guardianship and Administration Act 1995 (TAS)",

(g) section 22 of the Guardianship and Administration Act 1986 (VIC)", and

(h) section 43 of the Guardianship and Administration Act 1990 (WA),

or equivalent legislation",

"Specified Beneficiary" and **"Specified Beneficiaries"** shall mean the person or persons named described or defined as such in the Schedule",

"State" means the state as describe in Item 10 of the Schedule",

"Trust" means the Trust established by this Deed",

"Trust Fund" means the Settled Sum together with:"

(a)all other moneys and other property paid to or accepted by the Trustee for the purposes of the Trust",

(b)all accumulations accretions and additions to the Trust, from any source", and

(c)the investments and property from time to time representing the said money and accumulations;

"Vesting Day" means:"

(a)the earlier of:"

(i)the day specified as "the Vesting Day" in item 7 of the Schedule; or

(ii)such date being earlier than the day so specified as the Trustees may with the consent of the Guardian if there is a Guardian on the date of appointment and if there is then no Guardian without any consent appoint; or

(b) such date being later than the day specified in item 7 of the Schedule as "the Vesting Day" as the Trustees may subject to Clause 10 and subject to the same being within the perpetuity period appoint;

PROVIDED HOWEVER that where the date of expiration of the perpetuity period is earlier than the Vesting Day determined under the foregoing provisions that date shall be the Vesting Day and PROVIDED FURTHER that notwithstanding anything in this Deed to the contrary all powers and dispositions made by or pursuant to or contained in this Deed which but for this provision would or might vest take effect or be exercisable after the expiration of the perpetuity period, shall vest and take effect on and be exercisable only until the last day of the perpetuity period;

"Website" means the website located at www.clouddeed.com.au

3.2 A reference in clause 3.1 to a clause, is a reference to a clause in the Cloud Terms.

THE SCHEDULE

Item 1:

THE SETTLOR

Heidi Ansell

Suite 7, 20 Kings Park Road
WestPerth,WA 6005

Item 2:

THE TRUSTEE

Irene OLeary

Suite 7, 20 Kings Park Road
WestPerth
,WA 6005

Michelle McDermott

Suite 7, 20 Kings Park Road
WestPerth
,WA 6005

Item 3:

NAME OF TRUST

Irene O'Leary Family Trust

Item 4:

SETTLED SUM

Item 5:

SPECIFIED BENEFICIARIES

Catherine Bilton

Suite 7, 20 Kings Park Road
WestPerth,WA 6005

Marnie Mitchell

Suite 7, 20 Kings Park Road
WestPerth,WA 6005

Item 6:

ADDITIONAL MEMBERS OF THE CLASS OF GENERAL BENEFICIARIES

The children of the Specified Beneficiaries. For the purposes of this definition, a child shall include an adopted child.

The parents, grandparents, children, grandchildren, great grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, nieces and nephews of either of the Specified Beneficiaries and of any person who is or has ever been married to any of the aforementioned other than the Settlor;

Any corporation of which a General Beneficiary is a director or shareholder;

Any person or body established wholly for charitable or religious purposes;

Any school, college, university or other place of education;

Such funds, authorities or institutions as are described in section 78 of the Tax Act as amended which (with the consent of the Guardian if any and otherwise without consent) the Trustees may at any time and from time to time nominate to be an additional member of the class of General Beneficiaries;

Any person, who after the date of this Deed and prior to the Vesting Day has made a donation to any one or more of the abovenamed Specified Beneficiaries of the sum of FIVE DOLLARS or more and who (with the consent of the Guardian if

any and otherwise without consent) the Trustees may at any time and from time to time nominate to be an additional member of the class of General Beneficiaries; and

Any person who (with the consent of the Guardian if any and otherwise without consent) the Trustees may at any time and from time to time nominate to be an additional member of the class of General Beneficiaries.

Item 7:

VESTING DAY

80 years, less one day, from the date of execution of this Deed.

Item 8:

GUARDIAN

Mark Mendelawitz during their lifetime or any person whom **Mark Mendelawitz** during their lifetime may by deed or Will appoint. In the event of death or Incapacity (as defined), if the said **Mark Mendelawitz** fails to appoint a successor then his legal personal representative shall be the succeeding Guardian; thereafter such person as each last succeeding Guardian may by deed or Will appoint as their successor.

Item 9:

APPOINTOR

(Option 1)

Rebecca Lian during their lifetime and upon their death or Incapacity (as defined) **Mitchell Orman** should they survive **Rebecca Lian** and upon the death or Incapacity of the survivor of them such person as the survivor may by deed or Will appoint and failing such appointment the survivor's legal personal representative; thereafter such person as each last succeeding Appointor may by deed or Will appoint as their successor.

(Option 2)

Rebecca Lian during their lifetime and upon their death or Incapacity (as defined) **Mitchell Orman** should they survive **Rebecca Lian** and upon the death or Incapacity of the survivor of them such person as the survivor may by deed or Will appoint and failing such appointment the survivor's legal personal representative; thereafter such person as each last succeeding Appointor may by deed or Will appoint as their successor.

(Option 3)

Rebecca Lian during their lifetime and upon their death or Incapacity (as defined) **Mitchell Orman** should they survive **Rebecca Lian** and upon the death or Incapacity of the survivor of them such person as the survivor may by deed or Will appoint and failing such appointment the survivor's legal personal representative; thereafter such person as each last succeeding Appointor may by deed or Will appoint as their successor.

Item 10:

JURISDICTION

Tasmania

| | | |
|---------------------|---|------------------------------|
| Signed as a Deed By |) | |
| Irene OLeary |) | |
| in the presence of |) | <div>[usual signature]</div> |

| | |
|--|------------------------------|
| <div>Witness Full Name (Printed)</div> | <div>Witness Signature</div> |
|--|------------------------------|

| | |
|----------------------------|-------------------------------|
| <div>Witness Address</div> | <div>Witness Occupation</div> |
|----------------------------|-------------------------------|

Signed as a Deed By)
Michelle McDermott)
in the presence of)

[usual signature]

Witness Full Name (Printed)

Witness Signature

Witness Address

Witness Occupation