

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme **Adherium Limited**ACN/ARSN **605 352 510**

1. Details of substantial holder (1)

Name **Garth Campbell Sutherland**ACN/ARSN (if applicable) **N/A**The holder became a substantial holder on **26/08/2015**

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 the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary	11,174,450	11,174,450	7.98%

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 the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Garth Campbell Sutherland	The relevant interest under s 608(1) of the Corporations Act 2001 (Cth) is as the registered holder having both voting and disposition control of the securities. This relevant interest is restricted by ASX-imposed escrow arrangements.	10,101,933 fully paid ordinary shares
Ross Alan Sutherland & Valerie Mary Sutherland & Garth Campbell Sutherland as trustees of The Ross Sutherland & Val Sutherland Family Trust	The relevant interest under s 608(1) of the Corporations Act 2001 (Cth) is as the registered holder having both voting and disposition control of the securities. A portion of this relevant interest is restricted by ASX-imposed escrow arrangements.	1,072,517 fully paid ordinary shares

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
Garth Campbell Sutherland	Garth Campbell Sutherland	Garth Campbell Sutherland	10,101,933 ordinary shares

Ross Alan Sutherland & Valerie Mary Sutherland & Garth Campbell Sutherland as trustees of The Ross Sutherland & Val Sutherland Family Trust	Ross Alan Sutherland & Valerie Mary Sutherland & Garth Campbell Sutherland as trustees of the The Ross Sutherland and Val Sutherland Family Trust	Ross Alan Sutherland & Valerie Mary Sutherland & Garth Campbell Sutherland as trustees of The Ross Sutherland & Val Sutherland Family Trust	1,072,517 ordinary shares
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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	
	Refer Annexure A			

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
N/A	

7. Addresses

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

Name	Address
Garth Campbell Sutherland	9/22 EMILY PLACE, AUCKLAND 1010, NEW ZEALAND
Ross Alan Sutherland & Valerie Mary Sutherland & Garth Campbell Sutherland as trustees of The Ross Sutherland & Val Sutherland Family Trust	20 TWILIGHT BAY, RD 6 WARKWORTH 0986, NEW ZEALAND

Signature

print name Garth Campbell Sutherland capacity Individual and trustee

sign here

date 28/08/2015

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.

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- (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.
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Annexure A

This is Annexure A referred to in form 603 Notice of initial substantial holder in relation to Adherium Limited (ACN 605 352 510)



Name: Garth Campbell Sutherland

Capacity: Individual and trustee

Date: 28/08/2015

Consideration

Holder of relevant interest	Date of acquisition	Consideration	Number of Securities	Class
Garth Campbell Sutherland	19/08/15	Non-cash: Share swap pursuant to completion under the Share Swap Agreement dated 18 May 2015 between Adherium Limited and the shareholders of Adherium (NZ) Limited ①	10,101,933	Ordinary shares
Ross Alan Sutherland & Valerie Mary Sutherland & Garth Campbell Sutherland as trustees of The Ross Sutherland & Val Sutherland Family Trust	19/08/15	Non-cash: Share swap pursuant to completion under the Share Swap Agreement dated 18 May 2015 between Adherium Limited and the shareholders of Adherium (NZ) Limited ①	1,072,517	Ordinary shares

NOTE ①: REFER ANNEXURE B.

ANNEXURE B.

K&L GATES

Nexus6

Share Swap Agreement

The Sellers named in Schedule 1

and

Adherium Limited
ACN 605 352 510

and

Nexus6 Ltd

K&L Gates
Melbourne Office
Ref: NZM:AXG 7390462.00001

CERTIFIED AS A TRUE & CORRECT COPY:



GARTH CAMPBELL SUTHERLAND
28/08/15.

Share Swap Agreement

Date: 18 May 2015

Parties:

1. The sellers named in Schedule 1 (**Sellers**)
2. **Adherium Limited** ACN 605 352 510 of Level 12, 15 William Street, Melbourne, 3000, Victoria, Australia (**Adherium**)
3. **Nexus6 Ltd** of Suite 205, 8 Commerce Street, Auckland 1010, New Zealand (**Nexus6** or the **Company**)

Background:

- A. The Nexus6 Shares (including those to issue upon a conversion of the Convertible Notes) are or will be, immediately prior to Completion, legally and beneficially owned by the Sellers, in the numbers set out in Schedule 1.
- B. It is proposed that, pursuant to this Agreement, on satisfaction of the Completion Conditions, Adherium will be interposed as the new holding company for Nexus6 and Adherium will seek to be listed on the ASX Official List.
- C. The Sellers have agreed to sell the Nexus6 Shares to Adherium and Adherium has agreed to issue the Adherium Shares to the Sellers, on the terms and conditions of this Agreement.
- D. Where a Seller is also a Convertible Note Holder, the Seller enters this Agreement both in its capacity as owner (as at Completion) of Shares and as holder (as at the date of this Agreement) of Convertible Notes, in the numbers as set out in Part II of Schedule 1.

Agreed terms:

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

Adherium Shares means the fully paid ordinary shares in the capital of Adherium, to be issued to the Sellers in exchange for the transfer of the Nexus6 shares to Adherium in accordance with this Agreement, as specified in Schedule 1;

ASX means ASX Limited;

ASX Conditional Approval means a written approval from the ASX for Adherium to be admitted to the official list of the ASX, such approval being subject to Adherium fulfilling the usual requirements of the ASX for an initial admission on the ASX;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Australia;

Completion means the completion of the sale and purchase of the Nexus6 Shares in accordance with clause 3;

Completion Date is the second Business Day after the date of satisfaction by Adherium of the Completion Conditions;

Completion Conditions means Adherium (i) obtaining ASX Conditional Approval and (ii) raising the minimum capital raising amount under its proposed IPO Prospectus;

Convertible Note means a convertible note issued pursuant to a Convertible Note Agreement;

Convertible Note Agreement means an agreement of that name, dated 12 March 2015, under which Nexus6 issued convertible notes (and **Convertible Note Holder** means the current holder of such notes);

Encumbrance means:

- (a) any legal or equitable interest or power reserved in or over an interest in an asset, including any retention of title;
- (b) an interest or power created or arising in or over an interest in an asset under a bill of sale, mortgage, charge, lien, pledge, hypothecation, preferential right, trust or other similar instrument, device or power; or
- (c) any other adverse right, title or interest of any nature, by way of security for the payment of a debt or the performance of any other obligation,

and includes any agreement or arrangement (whether legally binding or not) to grant or create any of the above, but excludes any restriction imposed as a requirement of any applicable law (and **Unencumbered** has a corresponding meaning);

Nexus6 Shares means the shares in the capital of the Company held by the Sellers immediately after the Prior Transfers and conversion of the Convertible Notes and immediately before Completion, in the numbers set out in Schedule 1.

Prior Transfers has the meaning given to that term in clause 5(a);

Seller Transfer Form has the meaning as provided in clause 3.2(a);

Subscription and Shareholders' Agreement means the agreement of that name, dated 22 August 2007, between the shareholders in Nexus6; and

Substantial Shareholder means a Seller who will hold at least 2% of the Adherium Shares at the time at which Adherium is first listed on the ASX Official List.

1.2 Interpretation

In this Agreement, the headings are used for convenience only and do not affect the interpretation of this Agreement, and unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;

- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (g) the word "month" means calendar month;
- (h) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (i) a reference to a thing includes a part of that thing;
- (j) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (k) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";
- (l) money amounts are stated in Australian currency;
- (m) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (n) wherever a reference to Shares relates to the Shares of a particular Seller, the reference relates to those Shares listed in Schedule 1 as being owned by that Seller.

2. Agreement to swap Nexus6 Shares for Adherium Shares

2.1 Share swap

On and subject to the terms of this Agreement:

- (a) each Seller agrees to sell to Adherium its Nexus6 Shares listed against the respective Seller's name in Schedule 1; and
- (b) Adherium agrees to issue to the Sellers one Adherium Share (subject to any adjustment under clause 3.6) for every Nexus6 Share referred to in clause 2.1(a).

2.2 Encumbrances and rights

The Sellers must transfer the Nexus6 Shares to Adherium at Completion free from any Encumbrance.

2.3 Waiver of pre-emptive and other rights

Each Seller, by its execution of this Agreement, consents to the sale and purchase of Nexus6 Shares as contemplated by clause 2.1 and irrevocably waives:

- (a) any co-sale, tag along and pre-emptive rights (however described) that that Seller has, or may have, in respect of any transfer of shares in the Company pursuant to this Agreement or the Prior Transfers, whether conferred by the Company's Constitution, the Subscription and Shareholder's Agreement and any other agreement or understanding between the Company's shareholders or otherwise; and
- (b) any requirement for Adherium to become a party (whether by signing a Deed of Adherence or otherwise) to the Subscription and Shareholders' Agreement.

3. Completion

3.1 Time and place for Completion

Completion will take place at the offices of K & L Gates at Level 25, 525 Collins Street, Melbourne, Victoria (or at such place as is agreed between the parties) at 11.00 am on the Completion Date or on or at such other date or time as is agreed in writing between the parties.

3.2 Sellers' obligations at Completion

By Completion, each Seller must deliver or cause to be delivered to Adherium:

- (a) a duly executed transfer of the Nexus6 Shares in favour of Adherium in registrable form (each a **Seller Transfer Form**);
- (b) share certificates, to the extent that any have been issued by Nexus6 and not subsequently cancelled or destroyed, in respect of all of the Nexus6 Shares owned by that Seller (**Share Certificates**);
- (c) a duly executed restriction agreement if and as required by the ASX (and in the form specified by the ASX) as part of the ASX Conditional Approval, provided that where the Seller is a Substantial Shareholder, that Seller shall also provide an additional separate executed voluntary restriction agreement (in the form specified by Appendix 9A of the ASX Listing Rules) with respect to all of that Seller's Adherium Shares for a period of 12 months (or, where the Seller is a promoter of the listing contemplated by this Agreement, or a related party of a promoter, in each case as defined in the ASX Listing Rules, 24 months) from the date the Adherium Shares are listed on the ASX; and
- (d) where the Seller is also a Convertible Note Holder (and notwithstanding the terms of the Convertible Note Agreement), an additional separate executed voluntary restriction agreement (in the form specified by Appendix 9A of the ASX Listing Rules) with respect to all of the Adherium Shares held by that Convertible Note Holder (being the Nexus6 Shares issued on conversion of that Convertible Note Holder's Convertible Notes and swapped into Adherium Shares pursuant to the terms of this Agreement) for a period of 12 months (or, where the Seller is a promoter of the listing contemplated by this Agreement, or a related party of a

promoter, in each case as defined in the ASX Listing Rules, 24 months) from the date the Adherium Shares are listed on the ASX

3.3 Adherium's obligations at Completion

At Completion, Adherium must on, receipt of the items referred to in clause 3.2 (or pursuant to clause 3.5), promptly allot and issue to each of the Sellers the number of Adherium Shares referred to in clause 2.1(b) and cause to be given to each Seller or that Seller's representative a certificate (or if applicable a holding statement) in respect of the Adherium Shares.

3.4 Company's obligations at Completion

The Company undertakes that upon receipt of the Seller Transfer Forms executed by the Sellers and Adherium, the Company will enter the name of Adherium in the Company's share register as the Unencumbered owner of the Nexus6 Shares the subject of each respective Seller Transfer Form.

3.5 Several Power of Attorney

Each Seller (referred to as a **Defaulting Seller** when this clause applies) agrees that, to the extent he or she does not provide Adherium with the documents described in clause 3.2, when required to do so under clause 3.2, by this Agreement the Defaulting Seller appoints the Company as that Defaulting Seller's attorney authorising and empowering the Company to:

- (a) register in the Company's share register the transfer of the Nexus6 Shares the subject of that Defaulting Seller's Seller Transfer Form in the name of Adherium (and or its nominee/s as nominated by Adherium);
- (b) sign on behalf of and as attorney for the Seller any restriction or like agreement required by the ASX as part of the admission of Adherium to the ASX Official List;
- (c) cancel the relevant Share Certificates (if any) and issue to Adherium (or any applicable nominee of Adherium) new Share certificates for the Nexus6 Shares the subject of the Defaulting Seller's Seller Transfer Form; or
- (d) give effect to clause 6.3.

3.6 Reconstruction of Adherium share capital

Where for any reason between the date of this Agreement and the date of the ASX Conditional Approval, there is any reconstruction of Adherium's share capital, the number of Adherium Shares to be issued to a Seller under this Agreement will be adjusted in a like manner so as not to disadvantage the Seller.

3.7 Termination

Where for any reason the Completion Conditions are not satisfied on or before 30 October 2015 (**Expiry Date**), this Agreement will be terminated with effect from the Expiry Date and cease to have any operation or effect from that date.

4. Convertible Notes

4.1 Amendment to Uplift Formula

Nexus6 agrees, with each Seller that is also a Convertible Note Holder (in that Seller's capacity as a Convertible Note Holder) that the definition of "D" in clause 5.3(b) of that Seller's Convertible Note Agreement is varied (with effect from the time at which ASX Conditional Approval is given) to read as follows:

"D means the amount (expressed as a number of New Zealand dollars) which represents a discount of 25% to the value (expressed as a New Zealand dollar equivalent, using a prevailing exchange rate to be selected by the directors of Nexus6) of a Share (being the value ascribed to a Share for the purposes of any sale of 100% of the Shares to Adherium Limited, referred to in the Conditional Listing Approval)".

4.2 Shareholder Approval

Each Seller (in its capacity as a shareholder in Nexus6) consents to the amendment referred to in clause 4.1.

5. Prior Share Transfers

Each Seller, by its execution of this Agreement:

- (a) consents to the transfers of shares in Nexus6 (by entities other than the Sellers) to the Sellers of those shares, by the transferees and transferors as set out in Parts III and IV of Schedule 1 (**Prior Transfers**);
- (b) agrees that the Prior Transfers are to take effect on the Completion Date, immediately preceding the share transfers pursuant to clause 2.1; and
- (c) irrevocably waives any co-sale, tag along and pre-emptive rights (however described) that that Seller has, or may have, in respect of any such Prior Transfers, whether conferred by the Company's Constitution, the Subscription and Shareholder's Agreement and any other agreement or understanding between the Company's shareholders or otherwise.

6. General

6.1 Entire understanding

This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes, terminates and replaces all prior agreements and communications between the parties. Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of this Agreement.

6.2 No adverse construction

This Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

6.3 Further assurances

A party, at its own expense (unless otherwise provided in this Agreement) and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

6.4 Successors and assigns

This Agreement binds and benefits the parties and their respective successors and permitted assigns under clause 6.5.

6.5 No assignment

A party cannot assign or otherwise transfer the benefit of this Agreement without the prior written consent of each other party.

6.6 No variation

This Agreement cannot be amended or varied except in writing signed by the parties.

6.7 Governing law and jurisdiction

This Agreement is governed by and must be construed in accordance with the law of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.

6.8 Counterparts

If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

DR J. D. WILSON
.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)

.....
Signature of director

MR B. MOGRIDGE.
.....
Name (please print)

.....
Signature of director ~~or company secretary~~
*delete whichever does not apply

DR J. D. WILSON
.....
Name (please print)

*** Where the Seller is a company**

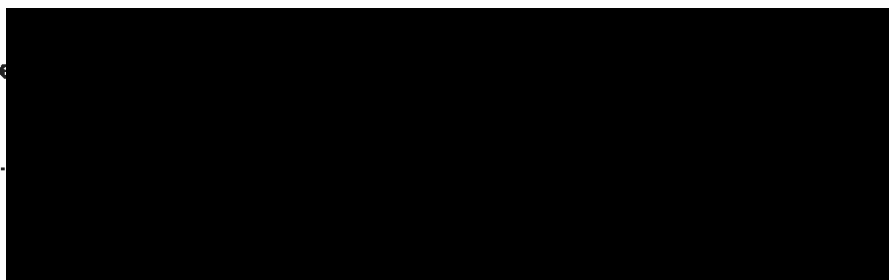
Signed on behalf of the Seller by:

.....
Signature of Director

.....
Name of Director (please print)

*** Where the Seller is an individual**

Signed by the Se



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Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)

.....
Signature of director

.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)

* Where the Seller is a company

Signed on behalf of the Seller by:

.....
Signature of Director

.....
Signature of Director

.....
Name of Director (please print)

.....
Name of Director

* Where the Seller is an individual

(Share Swap Agreement)

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
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Signature of director

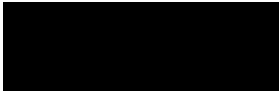
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Signature of director or company secretary*
*delete whichever does not apply

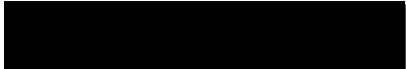
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Name (please print)

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Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:


.....
Signature of Director


.....
Name of Director (please print)

*** Where the Seller is an individual**

Share swap agreement.

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)

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Signature of director

.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:

[Redacted Signature]

.....
(Signature of Director

[Redacted Name]

Name of Director (please print)

*** Where the Seller is an individual**

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)

.....
Signature of director

.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

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Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:



.....
Signature of Director



.....
Name of Director (please print)

*** Where the Seller is an individual**

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

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Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
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Signature of director

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Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

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Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:



.....
Signature of Director



.....
Name of Director (please print)

*** Where the Seller is an individual**



Executed as an agreement

Signed on behalf of Nexus6 Limited by:

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Signature of Director

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Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
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Signature of director

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Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

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Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:



.....
Signature of Director



.....
Name of Director (please print)

*** Where the Seller is an individual**

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherlum Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
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Signature of director

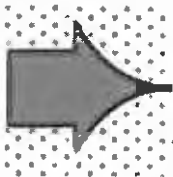
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Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:



X
.....
Signature of Director

X
.....
Name of Director (please print)

*** Where the Seller is an individual**

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)

.....
Signature of director

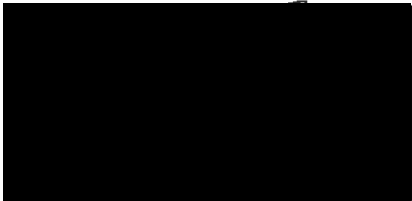
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Signature of director or company secretary*
*delete whichever does not apply

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Name (please print)

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Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:

.....

.....

.....
Name of Director (please print)

*** Where the Seller is an individual**

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth);)
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)

.....
Signature of director

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Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:

.....

Signature of Director

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Name of Director (please print)

*** Where the Seller is an individual**

Executed as an agreement

Signed on behalf of Nexus6 Limited by:

.....
Signature of Director

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Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)

.....
Signature of director

.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

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Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:


.....
Signature of Director


.....
Name of Director (please print)



*** Where the Seller is an individual**

Executed as an agreement

Signed on behalf of Nexus8 Limited by:

.....
Signature of Director

.....
Name of Director (please print)

Executed by Adherium Limited ACN 605 352 510)
In accordance with section 127(1) of the)
Corporations Act 2001 (Cth);)
)

.....
Signature of director

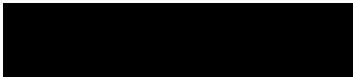
.....
Signature of director or company secretary*
*delete whichever does not apply

.....
Name (please print)

.....
Name (please print)

*** Where the Seller is a company**

Signed on behalf of the Seller by:


.....
Signature of Director


Name of Director (please print)

*** Where the Seller is an individual**

Signed by the Seller:

.....
Signature



Sign

.....

Signature

[Redacted Signature]

Signature

Signed by the Seller:

A solid black rectangular box used to redact the signature of the seller.

.....
Signature

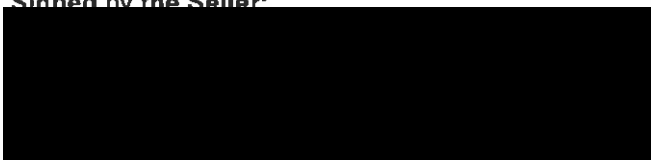
Signed by the Seller:



.....

Signature

Signed by the Seller:



Signed by the Seller:

[Redacted]

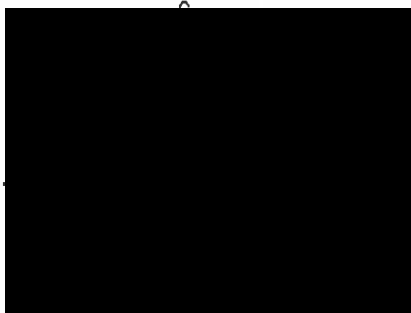
Signature

[Redacted]

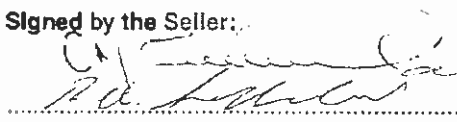
Signed by the Seller:

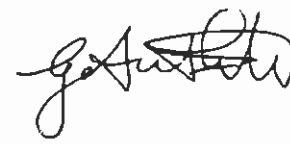


Signature



Signed by the Seller:


.....
Signature



Signed by the Seller



Signed by the Seller:

A large black rectangular redaction box covering the signature area. To the left of the box is a handwritten checkmark, and to the right is a dotted line.

Signed by the Seller: *

[Redacted Signature]

Signature

Signed by the Seller:

A black rectangular box redacting the signature of the seller.

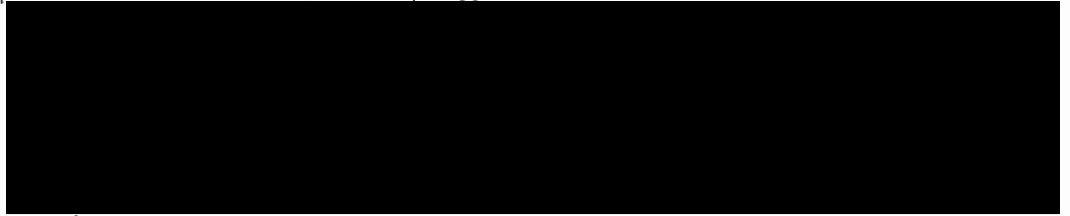
Signature

SHARE SWAP AGREEMENT

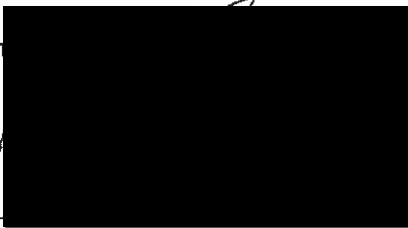
Share-Swap Agreement

Signed by the Seller:

.....
Signature



Sign

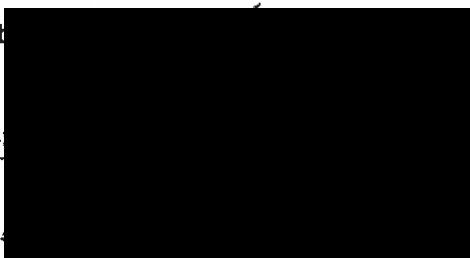


Signed by the Seller:

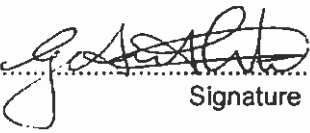


.....
Signature

Signed b

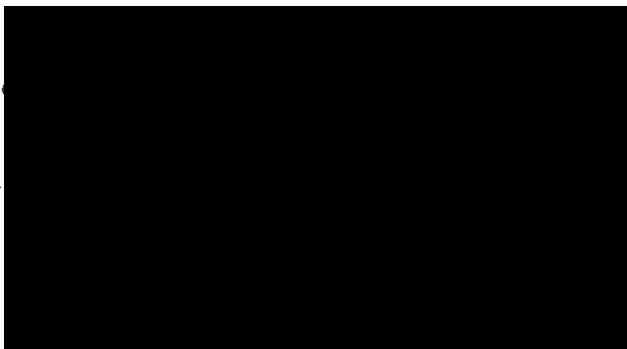


Signed by the Seller:


Signature

Signed by the

.....



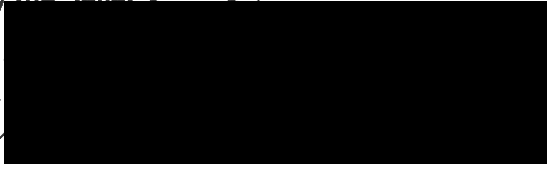
S

...

Signed by the Seller:



Signed by the Seller: 

.....


Signed by the Seller:

.....
Signature



Signed by the Seller:

A solid black rectangular box used to redact the signature of the seller.

.....
Signature

Sign

C

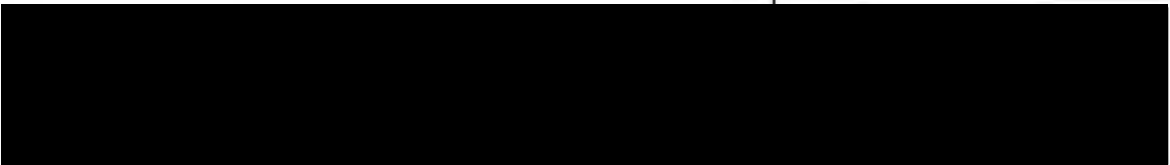
D



Schedule 1 - Share Swap Details

Seller's name and address	Number of Nexus6 Shares to be sold by Seller
Part I (Existing Shareholders)	
	
Garth Sutherland	1,166,249
	
Ross Sutherland, Valerie Mary Sutherland and Garth Campbell Sutherland	115,384
	

Part II (<i>Convertible Note Holders</i>)	
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	Agreement between Nexus6 and the Seller
	
Ross Alan Sutherland, Valerie Mary Sutherland and Garth Campbell Sutherland	All Nexus6 shares to be issued pursuant to clause 5.3 of the Convertible Note Agreement between Nexus6 and the Seller
