WELLFULLY

WELLFULLY ENTERS INTO CONVERTIBLE LOAN AGREEMENT

Wellfully Limited (ASX: WFL) (**Wellfully** or **Company**), the world's first fully-integrated, science-based wellness company, advises that it has entered into a secured convertible loan facility agreement (**Loan Facility Agreement**) with Celtic Capital Pty Ltd, a entity associated with the Company's corporate advisor CPS Capital Pty Ltd. The Loan Facility will raise $200,000 which the Company will use for general working capital purposes.

Under the terms of the Loan Facility Agreement, the Company must settle any funds drawn by converting outstanding amounts into ordinary shares in the Company where it has conducted a placement of at least $2 million within 3 months of the drawdown date, or by payment in cash on the date that is 3 months after the drawdown date. Settlement via conversion to shares is subject to the Company first obtaining shareholder approval under Listing Rule 7.1 to issue such conversion shares. If conversion was to occur, and based on the Company's closing share price of 30 August 2022 of $0.034 per Share, the Company will issue 6,535,948 shares in settlement of the full amount. If conversion does not occur, the loan is repayable in full, along with $20,000 in interest.

In executing the Loan Facility, the Company is relying on ASX listing rule 7.2 exception 17. Celtic Capital Pty Ltd does not fall within any of the categories of entities set out in Listing Rule 10.1.

Further key terms of the Loan are set out in Appendix A below.

A copy of Appendix 3B regarding the proposed placement is appended after this announcement.

This release has been issued with the authorisation of the Board.

- Ends –

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ABOUT WELLFULLY

Wellfully is a fully integrated, science-based wellness company. In addition to our own-brands, RÉDUIT and SWISSWELL, we also offer a portfolio of proprietary technologies and support partners by providing IP and expertise in magnetic array design, feasibility and efficacy, and claims testing, engineering and production.

Appendix A - Key terms of the Loan Facility

Facility Amount: A$200,000 (or any greater amount if agreed in writing).

Interest: If settled other than through conversion into ordinary shares, a fee of $20,000 will be payable. The Company will also become liable for interest at the rate of 15% if certain default events occur.

Default events: Include payment default, a breach of any obligations under the Loan Facility Agreement, an insolvency event, any prosecution event against the Company or any security provided becoming unenforceable or ceases to be fully binding for any reason.

Conversion Price: To be determined as 90% of the issue price of any shares issued under a capital raise greater than $2m within 3 months after a drawdown.

Repayment Period: Determined as the date of issuing any conversion shares, if applicable or 3 months post the drawdown date.

Security provided: Includes:

a) A General Security Agreement giving effect to an encumbrance over all the present and after-acquired real and personal property interest of the Company, to secure payment or performance of the obligations of the Company under the Loan Facility Agreement; and
b) any other encumbrance now or in the future granted by the Company in favour of the lender to secure payment or performance of the obligations under the Loan Facility Agreement.

The Loan Facility Agreement and General Security Agreement also include standard terms and conditions typically found in similar agreements.