



removing friction between humans and AI

SHAREHOLDERS AGREEMENT

relating to

THE AUGMENTED 4 PTY LTD

(ACN 686 749 575)

(ABN 20 686 749 575)

Dated: 12 june 2025

CONFIDENTIAL

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1. PARTIES

1.1 The Company

THE AUGMENTED 4 PTY LTD (ACN 686 749 575), a proprietary company limited by shares incorporated in New South Wales, Australia pursuant to the Corporations Act 2001 (Cth), having its registered office at Unit 4, 5 Norman Avenue, Dolls Point, New South Wales 2219 (the “**Company**”).

1.2 The Initial Shareholders

- (1) **DOMENICO RUTIGLIANO** of Unit 2, 5-7 Hercules Road, Brighton-le-Sands, New South Wales 2216, being the Founder and Chief Technology Officer (CTO) of the Company (hereinafter referred to as “**Shareholder A**”);
- (2) **MICHAEL SCHEELHARDT** of [Insert Address], being the Founder and Chief Revenue Officer (CRO) of the Company (hereinafter referred to as “**Shareholder B**”);

(Shareholder A and Shareholder B are hereinafter collectively referred to as the “**Shareholders**” and individually as a “**Shareholder**”).

2. BACKGROUND

- A. The Company is incorporated under the Corporations Act 2001 and is governed by its Constitution and this Agreement.
- B. The Shareholders are the legal and beneficial owners of the shares in the Company in the proportions set out in Schedule 1.
- C. The Shareholders have agreed to regulate their relationship and the affairs of the Company in accordance with this Agreement.

3. RECITALS

- A. The Company is a proprietary company limited by shares, duly incorporated and existing under the laws of New South Wales, Australia, and is engaged in the Business (as defined herein).
- B. The Initial Shareholders are the legal and beneficial owners of all the issued shares in the capital of the Company as at the date of this Agreement, in the proportions set out in Schedule 1.
- C. The parties have agreed to enter into this Agreement to provide for the management and control of the Company and to regulate their respective rights, liabilities and obligations as Shareholders in the Company and in relation to the conduct of the Company’s affairs, on the terms and conditions hereinafter set forth.
- D. This Agreement records the terms upon which the Shareholders will govern their relationship inter se and with the Company, and it is intended to operate in conjunction with the Company’s Constitution.

4. INTERPRETATION

4.1 Definitions

In this Agreement, unless the context otherwise requires:

“Acceding Shareholder” means a person who becomes a party to this Agreement by executing a Deed of Accession;

“ACN” means Australian Company Number;

“Agreement” means this Shareholders Agreement, including all Schedules and any annexures, as amended from time to time in accordance with its terms;

“ASIC” means the Australian Securities and Investments Commission;

“Associate” has the meaning given to that term in section 12 of the Corporations Act;

“Auditor” means the auditor of the Company appointed from time to time in accordance with this Agreement and the Corporations Act;

“Bad Leaver Event” means a Bad Leaver Event as defined in the Leaver Provisions section of this Agreement;

“Board” means the board of Directors of the Company as constituted from time to time;

“Business” means the business of developing, designing, creating, marketing, selling, distributing, licensing, and supporting artificial intelligence (AI) powered voice agent solutions, related software, platforms, and services, and any other business carried on by the Company as may be determined by the Board and Shareholders from time to time in accordance with this Agreement;

“Business Day” means a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia;

“Cause” or “Founder Cause” means, in relation to either Domenico Rutigliano or Michael Scheelhardt:

- (a) fraud or dishonesty;
- (b) gross misconduct;
- (c) material breach of this Agreement or their employment or engagement agreement with the Company, which has not been remedied within thirty (30) days of written notice;
- (d) conviction of an indictable offence;
- (e) serious breach of any statutory or common law duty owed to the Company;
- (f) conduct that is reasonably likely to bring the Company into serious disrepute;
- (g) persistent or serious breach of key obligations, including but not limited to:
 - (i) making claims of personal ownership over Company assets (including IPR, customer relationships, or other proprietary information) contrary to the provisions of this Agreement;
 - (ii) unauthorized disclosure of Company Confidential Information, IPR, customer data, or business strategies to third parties;
 - (iii) attempting to misappropriate Company assets, including intellectual property, customer relationships, or business opportunities;
 - (iv) taking actions that materially compromise or jeopardize the Company’s ownership, development, commercialization, or market position;
 - (v) filing patents or other IP registrations in their own name or a third party’s name based on Company-owned innovations;
 - (vi) attempting to solicit Company clients or employees for a competing business venture.

“CRO” means the Chief Revenue Officer of the Company;

“Cessation Date” means the date on which a Shareholder (or an Associate of a Shareholder, if applicable) ceases to be an employee or actively engaged service provider (including as a Director) of the Company or any of its subsidiaries for any reason;

“Change of Control” means, in relation to the Company, an event where any person or group of associated persons (other than the existing Shareholders in their current proportions, or their

Permitted Transferees) acquires, directly or indirectly, Control of the Company.

“Control” means either:

- (a) holding more than fifty percent (50%) of the total voting rights attached to all issued Shares in the Company; or
- (b) having the ability to appoint or remove a majority of the Board members.

For clarity:

- (i) the 50% threshold refers to voting rights, not just share ownership;
- (ii) indirect Control includes Control through one or more intermediaries;
- (iii) existing Shareholders maintaining their current proportional holdings does not constitute a Change of Control;
- (iv) transfers to Permitted Transferees (as defined in this Agreement) do not constitute a Change of Control.

“Company” means The Augmented 4 Pty Ltd (ACN 686 749 575);

“Confidential Information” means all information (whether in oral, written, electronic, or any other form, and whether or not marked as confidential) disclosed by or on behalf of one party (the “Disclosing Party”) to another party (the “Receiving Party”) or otherwise coming to the knowledge of the Receiving Party, relating to the Disclosing Party, the Company, the Business, its customers, suppliers, finances, strategies, operations, products, services, technology (including Company IPR, AI models, algorithms, source code, and datasets), and the terms of this Agreement, which is not publicly known. It includes information known by a Shareholder by virtue of their involvement with the Company;

“Constitution” means the constitution of the Company as adopted and amended from time to time;

“Continuing Shareholders” means, in the context of a Right of First Refusal, the Shareholders other than the Selling Shareholder;

“Corporations Act” means the Corporations Act 2001 (Cth) of Australia, as amended or replaced from time to time;

“CTO” means the Chief Technology Officer of the Company, initially Domenico Rutigliano;

“Deadlock” has the meaning given to it in the “Exit Strategies and Deadlock Resolution” section of this Agreement (sub-clause 9.5);

“Deed of Accession” means a deed in the form set out in Annexure A (or such other form as approved by the Board) by which a new Shareholder agrees to be bound by this Agreement;

“Director” means a director of the Company appointed from time to time;

“Drag-Along Notice” means a notice given under the “Drag-Along Rights” sub-clause of this Agreement (sub-clause 8.5);

“Effective Date” means the date stated on the first page of this Agreement, being [12 June 2025];

“Exit Event” means any of the events specified in the “Exit Events” sub-clause of this Agreement (sub-clause 9.1);

“Fair Market Value” means the fair market value of a Share or other asset, determined in accordance with the valuation principles set out in this Agreement (particularly sub-clause 11.6), or if not specified, as determined by an Independent Valuer acting as an expert;

“Financial Year” means the period from 1 July in one year to 30 June in the next year, or such other period as the Board may determine in accordance with the Corporations Act;

“Independent Valuer” means a reputable independent chartered accountant, accredited business valuer, or investment bank with at least ten (10) years of experience in valuing private technology companies (preferably in the AI sector), who is not the Auditor of the Company at the time of valuation (unless all parties to the valuation agree otherwise in writing), and who is appointed in accordance with the terms of this Agreement;

“Initial Shares” means the 5,000,000 Ordinary Shares held by Domenico Rutigliano and the 5,000,000 Ordinary Shares held by Michael Scheelhardt as at the Effective Date, representing 42% each of the total authorized share capital;

“Insolvency Event” means, in relation to a party:

- (i) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (ii) it has a controller (as defined in the Corporations Act) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;
- (iii) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this Agreement);
- (iv) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of the things referred to in paragraphs (i), (ii) or (iii) above;
- (v) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (vi) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Agreement reasonably deduces it is so subject); or
- (vii) anything analogous to anything referred to above, or which has substantially similar effect, occurs with respect to it under the law of any applicable jurisdiction.

“Intellectual Property Rights” or “IPR” means all intellectual property rights and interests, whether registered or unregistered, conferred by statute, common law or equity in any part of the world, including but not limited to:

- (i) patents, utility models, rights in inventions, copyright (including future copyright and rights in the nature of or analogous to copyright), moral rights, database rights, rights in circuit layouts, designs, trademarks, service marks, business names, domain names, rights in get-up and trade dress;
- (ii) rights in computer software (including source code, object code, algorithms, and APIs), AI models (including trained models, underlying architecture, and weights/parameters), datasets (including curated, processed, or annotated data used for training or operation of AI systems), and other forms of digital or electronic intellectual property;
- (iii) rights in know-how, trade secrets, confidential information, and other proprietary information;
- (iv) any application or right to apply for registration, renewal, or extension of any of these rights; and
- (v) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

“Key Executives” means initially the CTO and the CRO, and any other person subsequently

appointed by the Board to a senior executive role critical to the Company's operations or strategy;

"Key Performance Indicators" or "KPIs" means the joint performance indicators and associated bonus structure detailed in Schedule 4, applicable to both the CTO and CRO;

"KPI Achievement Period" means the period of twelve (12) months commencing on the Effective Date, as detailed in Schedule 4;

"KPI Schedule" means Schedule 4 to this Agreement;

"Leaver" means a Shareholder who experiences a Cessation Date;

"Lock-up Period" means the period of five (5) years commencing on the Effective Date, or such other period as may be unanimously agreed in writing by all Shareholders;

"Majority Shareholders" means, in the context of Drag-Along Rights, Shareholders holding the percentage of Shares specified in the "Drag-Along Rights" sub-clause (sub-clause 8.5) as being able to initiate a drag;

"New Active Customer" has the meaning given in Schedule 4;

"Offered Shares" means Shares offered for sale by a Selling Shareholder under a Right of First Refusal;

"Party" means a party to this Agreement from time to time, including any person who accedes to this Agreement as a Shareholder or as the Company;

"Permitted Transferee" means, in relation to a Shareholder:

- (i) if the Shareholder is an individual, their spouse, de facto partner, child, grandchild, parent, or sibling (or a trust established primarily for the benefit of one or more of such persons and/or the Shareholder, provided the Shareholder is a trustee and controls the voting rights of the Shares held by the trust);
- (ii) a company wholly owned and controlled by that Shareholder (and/or by persons who are Permitted Transferees of that Shareholder under paragraph (i) above);
- (iii) provided that, in each case, the proposed transferee executes a Deed of Accession prior to the registration of the Transfer and is not a competitor of the Company (as reasonably determined by the Board).

"Proposed Transferee" means a bona fide third party to whom a Selling Shareholder proposes to Transfer Shares, as identified in a Transfer Notice;

"Reserved Matters" means the matters listed in Schedule 2 which require Requisite Shareholder Approval;

"Requisite Shareholder Approval" means the approval of Shareholders holding at least the percentage of Shares specified in the Reserved Matters provisions of this Agreement, or where applicable, a higher percentage specified in Schedule 2 for a particular Reserved Matter;

"Rights Offer" has the meaning given in the "Future Funding and Capital Contributions" sub-clause of this Agreement (sub-clause 11.5);

"Sale of the Company" means a transaction or series of related transactions resulting in a Change of Control of the Company, or the sale, lease, or other disposal of all or substantially all of the assets of the Company;

"Schedule" means a schedule to this Agreement;

"Selling Shareholder" means a Shareholder proposing to Transfer Shares;

"Shares" means fully paid ordinary shares in the capital of the Company. References to Shares

include any shares of other classes that may be created and issued by the Company in the future, unless the context specifically refers to Ordinary Shares;

“Shareholder” means any person registered as a holder of Shares in the Company’s share register from time to time who is a party to this Agreement or has executed a Deed of Accession;

“Subscription Price” means the price per New Share in a Rights Offer or other share issue, as defined in the “Future Funding and Capital Contributions” sub-clause (sub-clause 11.5);

“Tag-Along Notice” means a notice given under the “Tag-Along Rights” sub-clause of this Agreement (sub-clause 8.4);

“Transfer” means, in relation to Shares, to sell, assign, transfer, convey, dispose of, grant an option over, declare a trust over, mortgage, charge, pledge, or otherwise encumber or create any security interest in or over, or permit any such action, whether directly or indirectly, voluntarily or involuntarily, or attempt or agree to do so;

“Transfer Notice” means a notice given by a Selling Shareholder under the “Right of First Refusal” sub-clause of this Agreement (sub-clause 8.3).

4.2 Construction

In this Agreement, unless the context otherwise requires:

- (a) headings and subheadings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes all genders;
- (d) a reference to a “person” includes any individual, firm, company, corporation, body corporate, government, state or agency of a state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
- (e) a reference to a party to this Agreement or any other document includes that party’s successors, permitted assigns, and legal personal representatives;
- (f) a reference to this Agreement or any other document includes any variation, novation, replacement, or supplement of that document from time to time in accordance with its terms;
- (g) a reference to a clause, sub-clause, paragraph, Schedule, or annexure is to a clause, sub-clause, paragraph, Schedule, or annexure of or to this Agreement;
- (h) a reference to legislation or a provision of legislation includes any subordinate legislation made under it and any statutory instrument issued under it, and any modification, consolidation, re-enactment or replacement of any of them from time to time;
- (i) a reference to “writing” or “written” includes any method of representing or reproducing words, figures, or symbols in a visible and tangible form, including by email (but excluding SMS or other informal messaging systems unless expressly agreed for specific purposes);
- (j) a reference to “AUD”, “\$”, or “dollars” is a reference to Australian currency;
- (k) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (l) the words “include”, “includes”, and “including” are to be construed without limitation;
- (m) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (n) any timeframe or deadline that falls on a day that is not a Business Day shall be extended to the next Business Day;

- (o) a reference to "agreement" includes any legally enforceable arrangement, understanding, or undertaking, whether or not in writing (unless the context requires it to be in writing).

4.3 Precedence

In the event of any inconsistency between the provisions of the main body of this Agreement and any Schedule, the provisions of the main body of this Agreement shall prevail to the extent of the inconsistency, unless expressly stated otherwise in a Schedule for a specific purpose.

5. SHAREHOLDINGS AND CAPITAL STRUCTURE

5.1 Fixed Shareholdings

- (a) The parties acknowledge and agree that as at the Effective Date of this Agreement, the issued shares in the capital of the Company are held as follows:
 - (i) Domenico Rutigliano: 5,000,000 Ordinary Shares, constituting 42% of the total authorized shares.
 - (ii) Michael Scheelhardt: 5,000,000 Ordinary Shares, constituting 42% of the total authorized shares.
- (b) All shares held by both Shareholders are fully vested and beneficially owned by them without any vesting conditions or performance-based transfer obligations.
- (c) The parties acknowledge that this fixed shareholding structure replaces any previous arrangements regarding performance-based share transfers, with performance incentives now governed by the Joint Performance Bonus Structure detailed in Schedule 4.
- (d) The remaining 16% of authorized shares are reserved for future investors (10%) and employees/advisors (6%) as detailed in the Future Funding section.

5.2 Future Share Issues by the Company

- (a) The parties acknowledge that for any future capital raising, the Company may issue new shares.
- (b) The issue of any new shares by the Company shall be subject to:
 - (i) The pre-emptive rights and other provisions concerning share issues as set out in this Agreement and the Constitution;
 - (ii) Equal opportunity for both Shareholders to maintain their proportional shareholding;
 - (iii) Board approval by unanimous resolution;
 - (iv) Compliance with all applicable laws and regulations.
- (c) Any new share issue shall result in the dilution of all then-current Shareholders proportionally to their respective shareholdings, unless otherwise agreed by unanimous resolution of the Shareholders.

5.3 Share Transfer Restrictions

- (a) Neither Shareholder shall transfer, encumber, or otherwise dispose of any shares except in accordance with this Agreement and the Constitution.
- (b) Any proposed transfer of shares shall be subject to:
 - (i) The Right of First Refusal provisions in this Agreement;
 - (ii) Board approval by unanimous resolution;
 - (iii) Maintenance of the intended equal shareholding structure where possible;
 - (iv) Compliance with all applicable laws and regulations.

5.4 Investor Share Pool

- (a) The Company shall maintain a designated pool of 1,190,476 Preference Shares (Non-Voting) (constituting 10% of the total authorized share capital) reserved for future third-party external investors (the “Investor Share Pool”).
- (b) These shares shall:
 - (i) Be created as new shares by the Company;
 - (ii) Not come from the personal holdings of either Shareholder;
 - (iii) When issued, dilute both Shareholders proportionally;
 - (iv) Be subject to the terms of investment as a Reserved Matter.
- (c) Upon issuance of shares from the Investor Share Pool:
 - (i) The total issued share capital will increase accordingly;
 - (ii) Both Shareholders will be diluted proportionally;
 - (iii) The terms of such investment shall require approval as a Reserved Matter.

5.5 Investor Vesting and Transfer Restrictions

- (a) **Vesting of Investor Shares:**
 - (i) Shares issued to investors shall vest only upon full payment of the agreed investment amount.
 - (ii) Partial payments shall create proportional vesting rights.
 - (iii) The Board shall maintain a vesting register tracking investment payments and vesting status.
- (b) **Three-Year Lock-up Period:**
 - (i) All shareholders (including investors) are subject to a mandatory three-year lock-up period from the date of share issuance.
 - (ii) During this period, no transfer of shares is permitted except:
 - (a) With unanimous Board approval;
 - (b) In case of a qualifying Exit Event;
 - (c) To Permitted Transferees (subject to Board approval).
- (c) **Share Transfer Payment Structure:**
 - (i) Any approved share transfer payment shall be structured as installments based on:
 - (a) The Company’s available profits after accounting for:
 - Research and Development requirements
 - Working capital needs
 - Growth and expansion plans
 - Technology infrastructure investments
 - Market conditions and opportunities
 - (b) Maximum installment size limited to 25
 - (c) Board’s assessment of the Company’s financial health
 - (ii) The Board shall establish a Share Transfer Reserve Account to manage installment payments
- (d) **Board Assessment of Transfer Capacity:**
 - (i) Prior to approving any share transfer, the Board must conduct a comprehensive assessment including:
 - (a) Current and projected R&D requirements
 - (b) Growth opportunities and capital needs
 - (c) Market conditions and competitive landscape

- (d) Working capital requirements
 - (e) Technology infrastructure needs
 - (f) Impact on existing operations
- (ii) The Board must document its assessment and rationale
- (iii) Annual review of transfer capacity assessment criteria
- (e) **Protection of Company Operations:**
 - (i) Share transfer payments must not:
 - (a) Impair the Company's ability to fund R&D
 - (b) Compromise working capital requirements
 - (c) Hinder growth opportunities
 - (d) Affect technology infrastructure investments
 - (e) Impact employee retention programs
 - (ii) The Board may suspend or adjust installment payments if necessary to protect operations
- (f) **Mandatory Share Transfer Rights:**
 - (i) The Company MUST facilitate share transfers in the following scenarios, regardless of operational considerations:
 - (A) **FINANCIAL THRESHOLDS MET:**
 - Company cash reserves exceed 6 months operating expenses
 - Annual revenue exceeds \$500,000 for two consecutive years
 - Company maintains debt-to-equity ratio below 0.5
 - (B) **TIME-BASED RIGHTS:**
 - After 24 months from Agreement date (June 2027)
 - Annual "liquidity window" (January 1-31 each year)
 - Upon achieving 100+ customers milestone
 - (C) **LIFE EVENT TRIGGERS:**
 - Death, disability, or incapacity of shareholder
 - Divorce proceedings requiring asset division
 - Financial hardship (unemployment ≥6 months)
 - Relocation outside Australia for ≥12 months
 - (D) **BUSINESS MILESTONE TRIGGERS:**
 - Company achieves \$1M annual revenue
 - Successful Series A funding round
 - Strategic acquisition offer received
 - IPO preparation commences
- (g) **Transfer Process and Documentation:**
 - (i) All transfer requests must be submitted in writing with:
 - (a) Proposed transfer timing
 - (b) Requested payment schedule
 - (c) Impact assessment on company operations
 - (d) Proposed risk mitigation measures
 - (ii) Board review within 30 business days
 - (iii) Detailed documentation of decision rationale

Note: The removal of performance-based share transfers is balanced by the comprehensive Joint Performance Bonus Structure in Schedule 4, which provides financial incentives for both Shareholders to achieve the Company's growth and quality targets.

5.6 Share Structure Summary

The following table provides a comprehensive overview of The Augmented 4 Pty Ltd's capital structure:

5.6.1 Key Structure Features

- (a) **Founder Control:** Domenico and Michael maintain 100% voting control through equal holdings of Ordinary Shares (Voting).
- (b) **Equal Partnership:** Both founders hold identical 42% stakes with equal voting rights (50% each of voting shares).
- (c) **Investor Protection:** 10% reserved for investors through Preference Shares with liquidation preference and anti-dilution rights.
- (d) **Employee Participation:** 6% reserved for employee equity participation without diluting founder voting control.
- (e) **Scalable Structure:** Reserved pools allow growth without immediate dilution of founder positions.
- (f) **Governance Clarity:** Three distinct share classes with clearly defined rights and restrictions.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 Current IP Ownership

- (a) All Intellectual Property Rights related to The Augmented 4 Pty Ltd's technology, including but not limited to AI voice agent technologies, algorithms, source code, models, and associated intellectual property (the "Company IP") are currently owned exclusively by Domenico Rutigliano.
- (b) The Company acknowledges and agrees that Domenico Rutigliano is the sole and exclusive owner of all Company IP as of the date of this Agreement.
- (c) The Company and other Shareholders acknowledge that this ownership arrangement is integral to the Company's initial structure and valuation.
- (d) This IP ownership structure is separate from and does not affect the share class structure or voting rights under this Agreement.

6.2 Future IP Assignment

- (a) Upon the occurrence of a Capital Raise Event (as defined below), Domenico Rutigliano agrees to assign all Company IP to The Augmented 4 Pty Ltd.
- (b) For the purposes of this section, a "Capital Raise Event" means any:
 - (i) equity investment into the Company by a third party from the Preference Share pool of at least AUD 750,000 in a single transaction or series of related transactions within a 12-month period;
 - (ii) initial public offering of the Company's shares; or
 - (iii) other capital raising event of at least AUD 750,000 as unanimously agreed by the Ordinary Shareholders (Voting).
- (c) In consideration for the assignment of Company IP, the Company shall pay to Domenico Rutigliano:
 - (i) a one-time payment of AUD 100,000; and
 - (ii) any applicable taxes associated with the assignment.
- (d) **Personal Loan Repayment Obligation:** Upon receipt of the AUD 100,000 IP com-

pensation payment, Domenico Rutigliano shall immediately repay in full all personal loans provided by Michael Scheelhardt to Domenico Rutigliano as documented in Schedule 6 (Personal Loan Register) to this Agreement. The parties acknowledge that these personal loans are separate from and independent of this Shareholders Agreement, but the repayment obligation is incorporated herein for commercial certainty and enforceability.

- (e) Alternative Revenue-Based Compensation:
 - (i) If the Capital Raise Event does not generate sufficient funds to pay the AUD 100,000 compensation, the Company shall pay Domenico Rutigliano through a revenue-sharing arrangement.
 - (ii) The percentage of revenue to be allocated shall be determined by unanimous Board approval (requiring both founders' consent).
 - (iii) This revenue-sharing arrangement shall continue until the full AUD 100,000 compensation has been paid.
 - (iv) Upon reaching the total compensation of AUD 100,000, Domenico Rutigliano shall execute the IP Assignment Deed.
 - (v) The Board shall review and adjust the revenue-sharing percentage quarterly to ensure both Company sustainability and timely compensation, subject to unanimous founder approval.
 - (vi) **Personal Loan Repayment under Revenue-Sharing:** If IP compensation is paid through revenue-sharing, Domenico Rutigliano shall repay all personal loans from Michael Scheelhardt (as documented in Schedule 6) through monthly interest-free installments. The monthly repayment amount shall be proportional to the monthly IP compensation received, ensuring full repayment is completed simultaneously with the completion of the AUD 100,000 IP compensation payment. In the absence of sufficient Company revenue to service these repayments, the terms and conditions of the separate private loan agreement between Michael Scheelhardt and Domenico Rutigliano shall apply.
- (f) The assignment shall be documented in a formal IP Assignment Deed, which shall:
 - (i) be executed within 30 days of either:
 - (a) the Capital Raise Event; or
 - (a) the completion of the AUD 100,000 payment through revenue sharing;
 - (ii) include comprehensive schedules of all assigned IP;
 - (iii) contain customary warranties and indemnities; and
 - (iv) be in a form reasonably satisfactory to both founders.
- (g) IP assignment decisions require unanimous approval of Ordinary Shareholders (Voting) as a Reserved Matter.

6.3 Interim IP License

- (a) Until the occurrence of a Capital Raise Event, Domenico Rutigliano grants to the Company an exclusive, worldwide, royalty-free license to use, modify, and commercialize the Company IP for the purposes of conducting the Business.
- (b) This license shall:
 - (i) be irrevocable except in the case of material breach by the Company;
 - (ii) include the right to sublicense with unanimous Board approval (both founders' consent);
 - (iii) terminate automatically upon the assignment of Company IP to the Company; and
 - (iv) be perpetual and continue for the lifetime of the Company, irrespective of any termination of this Agreement, unless and until the Company IP is formally assigned to

the Company as per section 6.2.

- (c) Sublicensing rights and material IP licensing decisions require unanimous approval of Ordinary Shareholders (Voting).

6.4 Technology Protection and Governance

- (a) The Company shall maintain:
 - (i) Comprehensive IP registration and protection strategy;
 - (ii) Regular IP audits and reviews;
 - (iii) Secure source code repositories;
 - (iv) AI model version control and security;
 - (v) Data protection and privacy compliance systems;
 - (vi) Technical documentation of all IP assets.
- (b) All material IP protection decisions require unanimous Board approval.
- (c) IP strategy and protection measures shall be reported to all Ordinary Shareholders (Voting) quarterly.
- (d) Preference Shareholders (Non-Voting) receive information rights regarding IP protection but no decision-making authority.
- (e) Employee Ordinary Shareholders (Non-Voting) have no IP governance rights but benefit from IP value through their economic participation.

6.5 Employee IP Contributions

- (a) All IP created by employees in the course of their employment automatically belongs to the Company upon IP assignment completion.
- (b) Prior to IP assignment, employee IP contributions are licensed to the Company under the same terms as the interim license.
- (c) Employee IP assignment agreements shall include:
 - (i) Assignment of all work-related IP to the Company;
 - (ii) Moral rights waivers where applicable;
 - (iii) Confidentiality and non-disclosure obligations;
 - (iv) Post-employment IP restrictions.
- (d) Employee IP contributions do not affect their Employee Ordinary Share (Non-Voting) allocations or vesting schedules.

6.6 Confidentiality Obligations by Share Class

- (a) **All Shareholders** must maintain strict confidentiality of:
 - (i) All Company IP and technical information;
 - (ii) Business strategies and commercial information;
 - (iii) Customer data and relationships;
 - (iv) Financial information and performance data;
 - (v) This Agreement and its terms.
- (b) **Ordinary Shareholders (Voting)** have access to all confidential information necessary for governance decisions.
- (c) **Preference Shareholders (Non-Voting)** receive confidential information subject to their information rights and investment protection needs.
- (d) **Employee Ordinary Shareholders (Non-Voting)** receive confidential information necessary for their employment duties and share participation.

- (e) Confidentiality obligations:
 - (i) Survive termination of this Agreement indefinitely;
 - (ii) Apply to all representatives and advisors;
 - (iii) Include return/destruction of confidential materials upon request;
 - (iv) Require immediate reporting of unauthorized disclosures.
- (f) Breach of confidentiality may result in forfeiture of unvested Employee Ordinary Shares (Non-Voting) and other remedies available at law or equity.

6.7 Tax Treatment and Compliance

- (a) **Tax Treatment Disclaimer:** Each party acknowledges that the Company does not provide tax advice, and the parties shall obtain their own independent tax advice regarding the IP compensation and related transactions. Nothing in this Agreement shall be construed as a representation or warranty regarding the tax treatment of any payment, assignment, or transfer. All taxes (including income tax, GST, or capital gains tax, if any) arising from or in connection with the IP compensation shall be the sole responsibility of the recipient, unless otherwise agreed in writing.

7. LEAVER PROVISIONS

7.1 Application and Definitions

- (a) The provisions of this section apply equally to both Founder Shareholders:
 - (i) Domenico Rutigliano (Chief Technology Officer); and
 - (ii) Michael Scheelhardt (Chief Revenue Officer).
- (b) For the purposes of this section, the following definitions apply:
 - (i) **“Founder”** means either Domenico Rutigliano or Michael Scheelhardt, as applicable;
 - (ii) **“Other Founder”** means the Founder who is not the subject of the leaver provisions;
 - (iii) **“Protected Period”** means the period of four (4) years commencing on the Effective Date;
 - (iv) **“Cessation Date”** means the date on which a Founder’s employment or engagement with the Company ceases.

7.2 Good Leaver and Bad Leaver Definitions

- (a) **“Cause”** means, in relation to the termination of a Founder’s employment or engagement:
 - (i) fraud or dishonesty;
 - (ii) gross misconduct;
 - (iii) material breach of this Agreement or employment agreement, not remedied within sixty (60) days of written notice;
 - (iv) conviction of an indictable offence;
 - (v) serious breach of statutory or common law duty owed to the Company;
 - (vi) conduct reasonably likely to bring the Company into serious disrepute;
 - (vii) persistent breach of confidentiality or IP obligations.
- (b) **“Good Reason”** means any of the following occurring without the Founder’s consent:
 - (i) material reduction in duties, responsibilities, or authority;
 - (ii) material breach by the Company of this Agreement or employment agreement;
 - (iii) material failure to provide agreed resources for business development;
- (c) **“Good Leaver Event”** means cessation due to:
 - (i) death;

- (ii) permanent incapacity preventing performance of duties for three (3) continuous months;
 - (iii) termination by the Company other than for Cause;
 - (iv) resignation for Good Reason.
- (d) **“Bad Leaver Event”** means cessation due to:
- (i) voluntary resignation without Good Reason during the Protected Period;
 - (ii) termination by the Company for Cause;
 - (iii) material breach of post-termination obligations.

7.3 Consequences of Good Leaver Event

- (a) If a Founder’s cessation constitutes a Good Leaver Event:
- (i) The Founder retains all Shares held at the Cessation Date;
 - (ii) All rights and transfer restrictions continue to apply;
 - (iii) The Founder maintains all shareholder rights under this Agreement.

7.4 Mandatory Mediation Before Bad Leaver Penalties

- (a) Before any Bad Leaver penalties are applied, the parties must engage in mandatory mediation:
- (i) **Mediation Notice:** The Company must provide 30 days written notice of intention to apply Bad Leaver penalties
 - (ii) **Mediation Process:** Independent mediator appointed within 10 Business Days from list of commercial mediators
 - (iii) **Good Faith Participation:** All parties must participate in good faith for up to 20 Business Days
 - (iv) **Scope:** Mediation covers dispute resolution, alternative arrangements, and penalty mitigation
 - (v) **Costs:** Mediation costs shared equally between Company and departing Founder
 - (vi) **Confidentiality:** All mediation discussions remain confidential and without prejudice
- (b) Bad Leaver penalties may only be applied if mediation fails to resolve the matter within the specified timeframe.

7.5 Consequences of Bad Leaver Event

- (a) If a Founder’s cessation constitutes a Bad Leaver Event occurring within the Protected Period and mediation has been unsuccessful:
- (i) **Graduated Share Reduction:** The Founder must offer for sale a portion of Shares (“Bad Leaver Shares”) to the Company or Other Founder:
 - (a) Year 1: 20% of total shareholding;
 - (b) Year 2: 15% of total shareholding;
 - (c) Year 3: 10% of total shareholding;
 - (d) Year 4: 5% of total shareholding.
 - (ii) **Serious Misconduct Adjustment:** For fraud, dishonesty, gross misconduct, or serious IP breach, an additional 5% (maximum 25% total in any circumstance).
 - (iii) **Absolute Penalty Cap:** Under no circumstances shall Bad Leaver penalties exceed 25% of total shareholding, regardless of the nature or timing of the Bad Leaver Event.
- (b) **Purchase Price:**
- (i) Fraud/dishonesty/gross misconduct/serious IP breach: 70% of Fair Market Value;
 - (ii) Voluntary resignation without Good Reason: 85% of Fair Market Value;

(iii) Other Bad Leaver Events: Fair Market Value.

(c) **Valuation Process:**

- (i) Independent Valuer appointed within 30 Business Days;
- (ii) Valuation report within 20 Business Days;
- (iii) Costs shared equally between Company and departing Founder;
- (iv) **Appeal Mechanism:** Either party may request second independent valuation within 10 Business Days if they dispute the initial valuation by more than 20%;
- (v) **Final Valuation:** If second valuation requested, final value is the average of both valuations;
- (vi) **Appeal Costs:** Party requesting second valuation pays for it unless the difference exceeds 25%, in which case costs are shared equally.

(d) **Purchase Option:**

- (i) Other Founder has first right to purchase Bad Leaver Shares;
- (ii) If declined, Company may purchase;
- (iii) 30 Business Days to exercise option after valuation;
- (iv) Purchase price paid in cash at completion.

7.6 Board Position and Governance Rights

- (a) Upon any Founder's Cessation Date:
 - (i) Immediate resignation from Director position;
 - (ii) Board appoints successor with appropriate expertise;
 - (iii) Director appointment rights suspended:
 - (a) Good Leaver: 6 months;
 - (b) Bad Leaver: 24 months or until holding less than 25% of shares.
- (b) During suspension of governance rights:
 - (i) Reserved Matters require 75% shareholder approval;
 - (ii) Other Founder maintains full governance rights.
- (c) **Permanent Suspension:** For serious misconduct (fraud, criminal conviction, IP misappropriation), the Board may permanently suspend governance rights by unanimous resolution.

7.7 Transition Obligations

- (a) Upon Cessation Date, departing Founder must:
 - (i) Provide comprehensive documentation of responsibilities;
 - (ii) Transfer all access credentials and administrative rights;
 - (iii) Participate in knowledge transfer for up to 30 days;
 - (iv) Return all Company property and confidential information;
 - (v) Certify compliance with transition requirements.
- (b) Company may withhold 25% of payments until satisfactory completion of transition obligations.

7.8 Reputation Protection

- (a) If a former Founder engages in conduct causing material reputational harm, specifically including:
 - (i) **False Public Statements:** Knowingly false or misleading public statements about the Company's technology, financial position, or business practices made through media, social media, or industry forums;

- (ii) **Criminal Conviction:** Conviction of a criminal offence involving dishonesty, fraud, or conduct directly related to technology or business operations;
 - (iii) **Industry Disrepute:** Conduct that results in formal sanctions, censure, or exclusion by relevant professional bodies or industry associations;
 - (iv) **Customer/Partner Interference:** Deliberately undermining Company relationships by making false statements to customers, partners, or suppliers about the Company's capabilities or reliability;
 - (v) **Regulatory Violations:** Conduct resulting in regulatory action against the former Founder that directly impacts the Company's reputation or business operations.
- (b) **Materiality Threshold:** Reputational harm must be material, meaning it demonstrably affects the Company's business relationships, revenue, or ability to operate effectively.
 - (c) **Notice and Cure Period:** Company must provide 30 days written notice specifying the conduct and allowing opportunity to remedy where possible.
 - (d) **Limited Remedy:** Company may require sale of up to 15% of remaining shares at Fair Market Value, subject to the valuation appeal mechanism.
 - (e) **Exclusions:** This clause does not apply to legitimate business competition, honest criticism, or good faith disputes about Company matters.

7.9 Equal Treatment Principle

- (a) All provisions in this section apply equally to both Founders regardless of their specific roles or responsibilities.
- (b) No Founder receives preferential treatment in leaver provisions.
- (c) Both Founders have identical rights and obligations under these provisions.

8. Transfer of Shares

8.1 General Prohibition and Share Class Transfer Restrictions

- (a) No Shareholder may Transfer any Shares, whether directly or indirectly, except as expressly permitted by this Agreement and subject to the specific restrictions applicable to each share class.
- (b) **Ordinary Shares (Voting) - Founder Lock-up:** During the Lock-up Period (being a period of five (3) years from the Effective Date), holders of Ordinary Shares (Voting) shall not Transfer any such Shares except:
 - (i) with the prior unanimous written consent of all Ordinary Shareholders (Voting);
 - (ii) pursuant to the provisions of the Exit Events clause of this Agreement;
 - (iii) to a Permitted Transferee in accordance with subsection 8.2 below.
- (c) **Preference Shares (Non-Voting) - Investor Transfers:** Preference Shares (Non-Voting) may be transferred subject to:
 - (i) Right of first refusal to Ordinary Shareholders (Voting);
 - (ii) Board approval (unanimous founder consent);
 - (iii) Transferee execution of Deed of Accession;
 - (iv) Compliance with tag-along and drag-along provisions.
- (d) **Employee Ordinary Shares (Non-Voting) - Employment Restrictions:** Employee Ordinary Shares (Non-Voting) are subject to:
 - (i) Vesting schedules and forfeiture provisions;
 - (ii) Company right of first refusal;
 - (iii) Transfer restrictions during employment and for 12 months post-termination;

- (iv) Board approval for any transfers.
- (e) Any purported Transfer of Shares not made in strict accordance with this Agreement shall be void and of no effect, and the Company shall not recognise or register any such Transfer.

8.2 Permitted Transfers by Share Class

- (a) **Ordinary Shares (Voting):** Founders may transfer to Permitted Transferees including:
 - (i) Immediate family members;
 - (ii) Family trusts where founder is beneficiary;
 - (iii) Wholly-owned corporate entities;
 - (iv) Transfers pursuant to estate planning or succession.
- (b) **Preference Shares (Non-Voting):** Investors may transfer to:
 - (i) Affiliated investment funds or entities;
 - (ii) Other institutional investors approved by Board;
 - (iii) Transfers pursuant to fund liquidation or succession.
- (c) **Employee Ordinary Shares (Non-Voting):** Employees may transfer only:
 - (i) Vested shares to immediate family members;
 - (ii) Pursuant to estate planning with Company approval;
 - (iii) Back to Company under buyback provisions.
- (d) No Transfer to a Permitted Transferee shall be effective until the Permitted Transferee has executed a Deed of Accession in accordance with subsection 8.7.

8.3 Right of First Refusal by Share Class

- (a) **Ordinary Shares (Voting) ROFR:** Any proposed transfer of Ordinary Shares (Voting) must first be offered to:
 - (i) The other Ordinary Shareholder (Voting) with full right of first refusal;
 - (ii) If declined, to the Company for buyback;
 - (iii) If declined, subject to Board approval for third-party transfer.
- (b) **Preference Shares (Non-Voting) ROFR:** Any proposed transfer must be offered to:
 - (i) Other Preference Shareholders pro-rata to their holdings;
 - (ii) Ordinary Shareholders (Voting) if declined by Preference Shareholders;
 - (iii) Third parties with Board approval if declined by all shareholders.
- (c) **Employee Ordinary Shares (Non-Voting) ROFR:** Any proposed transfer must be offered to:
 - (i) The Company at fair market value;
 - (ii) Other employees participating in the share plan;
 - (iii) Ordinary Shareholders (Voting) if declined by Company and employees.
- (d) ROFR procedures require 30 Business Days notice and acceptance period.
- (e) Valuation for ROFR purposes shall be determined by independent valuation or Board-approved methodology.

8.4 Tag-Along Rights by Share Class

- (a) **Founder Share Transfers:** If Ordinary Shareholders (Voting) propose to transfer shares representing 25% or more of voting control, all other shareholders have tag-along rights:
 - (i) Other Ordinary Shareholders (Voting): Full pro-rata tag-along rights;
 - (ii) Preference Shareholders (Non-Voting): Tag-along rights based on liquidation preference;
 - (iii) Employee Ordinary Shareholders (Non-Voting): Tag-along rights for vested shares

only.

- (b) **Investor Share Transfers:** If Preference Shareholders propose to transfer 50% or more of their holdings:
 - (i) Other Preference Shareholders have pro-rata tag-along rights;
 - (ii) Ordinary Shareholders (Voting) have tag-along rights at their discretion;
 - (iii) Employee Ordinary Shareholders have no tag-along rights.
- (c) Tag-along procedures require 30 Business Days notice and 20 Business Days exercise period.
- (d) All tag-along participants receive same price per share adjusted for share class rights.

8.5 Drag-Along Rights

- (a) **Founder Drag-Along Authority:** Ordinary Shareholders (Voting) holding 75% or more of voting shares may exercise drag-along rights over all other shareholders.
- (b) **Enhanced Protections for Non-Voting Shareholders:**
 - (i) Independent valuation required confirming fair market value;
 - (ii) Preference Shareholders receive liquidation preference protection;
 - (iii) Employee Ordinary Shareholders receive acceleration of vesting for unvested shares;
 - (iv) All shareholders receive same economic treatment adjusted for share class rights.
- (c) **Board Approval Requirement:** Drag-along requires unanimous Board approval (both founders) confirming:
 - (i) Transaction is in Company's best interests;
 - (ii) Fair value provided to all shareholders;
 - (iii) Proper protection for minority shareholders.
- (d) **Legal and Regulatory Compliance:**
 - (i) The Drag-Along Sale must comply with all applicable laws, including the Corporations Act 2001 (Cth).
 - (ii) Shareholders must receive all necessary disclosures and documentation.
 - (iii) The transaction must not prejudice minority shareholders unfairly.
- (e) **Minimum Protection Period:** No drag-along may be exercised within 36 months of Effective Date except with unanimous shareholder consent.
- (f) Drag-along procedures require 30 Business Days notice and independent fairness opinion.
- (g) **Valuation Floor:**
 - (i) The offer must meet a minimum valuation threshold agreed by the Board.

8.6 Employee Share Forfeiture and Buyback

- (a) **Unvested Share Forfeiture:** Upon termination of employment:
 - (i) All unvested Employee Ordinary Shares (Non-Voting) are forfeited to Company;
 - (ii) Forfeiture occurs automatically without compensation;
 - (iii) Good leaver vs. bad leaver provisions apply per employment agreements.
- (b) **Vested Share Buyback:** Company has option to repurchase vested Employee Ordinary Shares:
 - (i) At fair market value determined by independent valuation;
 - (ii) Exercise period of 90 days post-termination;
 - (iii) Payment terms of 30 days cash or 12-month installments;
 - (iv) Employee may retain shares if Company declines buyback option.
- (c) **Acceleration Provisions:** Vesting acceleration occurs upon:
 - (i) Change of control (drag-along or sale of Company);

- (ii) Involuntary termination without cause;
- (iii) Death or permanent disability;
- (iv) Board-approved acceleration for retention purposes.

8.7 Deed of Accession by Share Class

- (a) Any person acquiring Shares (whether by transfer from an existing Shareholder or by subscription for new Shares) must execute a Deed of Accession in the form set out in Annexure A before being registered as a Shareholder.
- (b) The Deed of Accession ensures that all new Shareholders are bound by the terms of this Agreement.
- (c) No Share transfer or new Share issue shall be registered until the relevant Deed of Accession has been executed.

8.8 Valuation Methodology for Transfers

- (a) **Independent Valuation Required for:**
 - (i) All drag-along transactions;
 - (ii) Employee share buybacks;
 - (iii) Disputes over ROFR pricing;
 - (iv) Third-party transfers requiring Board approval.
- (b) **Valuation Methodology:**
 - (i) Discounted cash flow analysis;
 - (ii) Comparable company multiples;
 - (iii) Recent transaction pricing;
 - (iv) Asset-based valuation where appropriate.
- (c) **Share Class Adjustments:**
 - (i) Preference Shares valued including liquidation preference;
 - (ii) Employee Ordinary Shares valued on as-converted basis;
 - (iii) Voting premium applied to Ordinary Shares (Voting) where appropriate.
- (d) Valuation costs borne by party requesting transfer unless otherwise specified.

8.9 No Encumbrances by Share Class

- (a) **Ordinary Shares (Voting):** No encumbrances without unanimous founder consent.
- (b) **Preference Shares (Non-Voting):** Limited encumbrances permitted for:
 - (i) Fund financing arrangements with Board approval;
 - (ii) Institutional investor portfolio financing;
 - (iii) Security interests approved by Board.
- (c) **Employee Ordinary Shares (Non-Voting):** No encumbrances permitted except:
 - (i) Company security interests for loan arrangements;
 - (ii) Court-ordered attachments;
 - (iii) Tax liens with Company notification.

8.10 Company's Obligation to Register Transfers

- (a) Company shall register transfers complying with this Agreement and Constitution.
- (b) Board may refuse registration of non-compliant transfers.
- (c) Share class-specific transfer requirements must be satisfied.
- (d) Proper Deed of Accession required for all transfers.

- (e) Transfer register shall maintain separate records for each share class.

9. EXIT MECHANISMS

9.1 Exit Events

The following constitute Exit Events:

- (a) Initial Public Offering (IPO);
- (b) Trade sale of all or substantially all Company shares or assets;
- (c) Merger or consolidation resulting in change of control;
- (d) Winding up of the Company.

9.2 IPO Provisions

- (a) Decision to pursue IPO requires 75% Shareholder approval.
- (b) All Shareholders must cooperate with IPO process including:
 - (i) accepting reasonable escrow arrangements;
 - (ii) providing all required information;
 - (iii) executing necessary documentation;
 - (iv) appointing recommended advisers for technology and IP due diligence.

9.3 Trade Sale

- (a) Board may recommend trade sale to Shareholders.
- (b) Sale requires 75% Shareholder approval.
- (c) Process must ensure:
 - (i) competitive tension;
 - (ii) protection of Company IP, particularly AI models and voice technology;
 - (iii) fair value for Shareholders;
 - (iv) appropriate warranties and indemnities related to technology performance.

9.4 Buy-Out Mechanism

- (a) Any Shareholder may offer to buy all other Shareholders' Shares.
- (b) Offer must be:
 - (i) in writing;
 - (ii) at fair market value determined by an independent valuer with expertise in technology companies;
 - (iii) on identical terms to all Shareholders;
 - (iv) fully funded or subject to reasonable funding conditions.
- (c) Other Shareholders have 30 Business Days to make a counter-offer or accept.

9.5 Deadlock Provisions

- (a) A "Deadlock" shall be deemed to exist if:
 - (i) a resolution on a Reserved Matter requiring unanimous approval has been voted upon at two consecutive properly convened Board meetings or Shareholder meetings at least 14 days apart;
 - (ii) the resolution has not been passed due to dissenting votes or abstentions of one or more Directors or Shareholders; and
 - (iii) in the reasonable opinion of at least one Director or Shareholder, such failure to pass

the resolution is materially detrimental to the Company's business.

- (b) If a Deadlock arises and cannot be resolved within 30 Business Days through good faith negotiations between the Shareholders, any Shareholder may serve a written notice (a "Deadlock Notice") on the other Shareholders and the Company, identifying the nature of the Deadlock.
- (c) **Cooling-Off Period and Structured Negotiation:** Upon receipt of a Deadlock Notice:
 - (i) A mandatory cooling-off period of 20 Business Days shall commence (the "Cooling-Off Period").
 - (ii) During the Cooling-Off Period, the Shareholders shall refrain from taking any material action related to the subject matter of the Deadlock that could exacerbate the situation or prejudice any party's position.
 - (iii) Within 5 Business Days following the Deadlock Notice, the Shareholders shall meet to discuss the Deadlock in person or by video conference with the objective of understanding each party's position and concerns in detail.
 - (iv) The Shareholders shall use this meeting to identify possible compromise solutions and establish common ground, documented in a shared memorandum.
 - (v) The Shareholders shall each designate a senior representative who has not been directly involved in the disputed matter (where possible) to lead follow-up discussions.
 - (vi) These designated representatives shall meet at least twice during the Cooling-Off Period to explore compromise solutions.
- (d) **Structured Mediation Process:** If the Deadlock remains unresolved after the Cooling-Off Period:
 - (i) The Shareholders shall jointly appoint an independent, qualified mediator with experience in commercial disputes in the technology sector from a list of pre-approved mediators maintained by the Australian Disputes Centre or a similar organization (the "Mediator").
 - (ii) If the Shareholders cannot agree on a Mediator within 5 Business Days, each Shareholder shall nominate one mediator, and those nominees shall together select the Mediator within a further 5 Business Days.
 - (iii) The mediation shall commence within 15 Business Days of the Mediator's appointment and follow a structured process including:
 - Pre-mediation submissions to be provided to the Mediator at least 5 Business Days before the mediation;
 - A joint opening session to set the agenda and process;
 - Both joint and separate caucus sessions at the Mediator's discretion;
 - Focused discussions on resolving the specific issue(s) causing the Deadlock; and
 - Documented proposed solutions from each party.
 - (iv) The mediation shall continue for a period of up to 20 Business Days, unless extended by mutual agreement of the Shareholders.
 - (v) The costs of the mediation shall be borne equally by the Shareholders, regardless of the outcome.
 - (vi) All discussions in the mediation shall be confidential and without prejudice.
- (e) **Enhanced Mediation Commitment:** The Shareholders agree that:
 - (i) They will participate in the mediation in good faith with a genuine commitment to explore compromises and solutions;
 - (ii) Each Shareholder shall be represented in the mediation by a person with full authority to make binding decisions (or with immediate access to such authority);
 - (iii) If the Mediator believes that additional sessions would be productive, the mediation

- period shall be extended for up to 10 additional Business Days;
- (iv) If the Mediator proposes a compromise solution that they believe is fair and reasonable, the Shareholders commit to seriously consider such proposal before rejecting it;
 - (v) If the Mediator determines that a particular Shareholder is not participating in good faith, they may document this in a report to be considered in any subsequent proceedings.
- (f) **Third-Party Expert Facilitation:** If the mediation has not resolved the Deadlock:
- (i) Before proceeding to the Fair Valuation Buyout Option or Texas Shootout procedure, the Shareholders shall consider appointing an independent industry expert with relevant technical or commercial expertise.
 - (ii) The expert shall provide a non-binding evaluation of the disputed matter, meet with the Board and key executives to understand the technical, commercial, or operational aspects of the dispute, prepare a written recommendation for resolving the Deadlock, and present recommendations at a special Board meeting.
 - (iii) The appointment of such expert shall be by mutual agreement of the Shareholders, and the costs shall be borne equally.
 - (iv) The process shall be completed within 30 Business Days of the expert's appointment.
 - (v) If no agreement is reached on appointing an expert, or if the expert's recommendation is not accepted by all Shareholders within 10 Business Days, then the Shareholders may proceed to the Fair Valuation Buyout Option.
- (g) **Fair Valuation Buyout Option:** If the Deadlock remains unresolved following the structured mediation process:
- (i) Before proceeding to the Texas Shootout procedure, any Shareholder (the "Offering Shareholder") may deliver a written notice (the "Fair Value Buyout Notice") offering to purchase all (but not less than all) of the Shares held by the other Shareholders (the "Offeree Shareholders").
 - (ii) Upon delivery of a Fair Value Buyout Notice, an Independent Valuer shall be appointed to determine the Fair Market Value of the Shares.
 - (iii) The Independent Valuer shall determine the Fair Market Value having regard to standard valuation methodologies appropriate for technology companies, the specific nature of the Company's AI voice agent business, historical financial performance and future projections, the value of intellectual property and technology, customer relationships and contracts, and market conditions.
 - (iv) The Offeree Shareholders shall have 15 Business Days from receipt of the valuation report to accept or decline the offer.
 - (v) If declined, the Offeree Shareholders may deliver a counter Fair Value Buyout Notice within 10 Business Days.
- (h) **Texas Shootout Procedure:** If the Deadlock is not resolved through previous procedures, any Shareholder (the "Initiating Shareholder") may trigger the Texas Shootout procedure:
- (i) The Initiating Shareholder shall deliver a notice (the "Shootout Notice") to the other Shareholders offering either to purchase all their Shares or sell all the Initiating Shareholder's Shares at a specified price per Share.
 - (ii) The Shootout Notice must specify the proposed price per Share, applicable payment terms, and completion date.
 - (iii) The Recipient Shareholders shall have 20 Business Days to elect to either purchase all of the Initiating Shareholder's Shares or sell all of their Shares at the specified price.
 - (iv) If the Recipient Shareholders fail to respond within the Response Period, they shall be deemed to have elected to sell all of their Shares to the Initiating Shareholder.

- (v) Following the election, the purchasing Shareholder(s) shall be obligated to purchase, and the selling Shareholder(s) shall be obligated to sell, the relevant Shares at the specified price.
- (vi) If the purchasing Shareholder(s) fail to complete the purchase, the selling Shareholder(s) may either enforce the sale through legal proceedings or purchase the Shares of the defaulting Shareholder(s) at ninety percent (90%) of the original price as a penalty.
- (i) As an alternative to the Texas Shootout procedure, the Shareholders may unanimously agree in writing to:
 - (i) sell the entire Company to a third party;
 - (ii) appoint an independent expert with casting vote authority on the specific matter causing the Deadlock; or
 - (iii) implement any other agreed resolution mechanism.
- (j) The valuation of Shares for any transfer pursuant to this clause shall be the price specified in the Shootout Notice, unless the Shareholders unanimously agree to appoint an Independent Valuer to determine the Fair Market Value.
- (k) All parties shall cooperate fully with the procedures set out in this clause and shall execute all documents and take all actions necessary to give effect to any transfer of Shares resulting from these procedures.

10. MANAGEMENT AND GOVERNANCE

10.1 Board Composition

- (a) The Board shall consist of two (2) directors initially comprising:
 - (i) Domenico Rutigliano as Chief Technology Officer (CTO)
 - (ii) Michael Scheelhardt as Chief Revenue Officer (CRO)
- (b) Each Shareholder has the right to appoint and maintain one director on the Board.
- (c) The removal of any director requires the approval of the appointing Shareholder.
- (d) Any vacancy on the Board shall be filled by the Shareholder entitled to make the appointment.

10.2 Board Meetings

- (a) Board meetings shall be held at least quarterly, and more frequently as required for the effective management of the Business.
- (b) Notice period for meetings shall be at least 7 Business Days, unless waived by all directors.
- (c) Quorum requires presence (in person or by electronic means) of all directors.
- (d) Meetings may be held by telephone, video conference or other electronic means agreed by the directors.
- (e) Written resolutions signed by all directors are as valid as resolutions passed at a meeting.

10.3 Management Roles and Responsibilities

- (a) The day-to-day management of the Company's business shall be conducted by the key executives appointed by the Board, subject to the overall direction and supervision of the Board and the budget and business plan approved by the Board and, where applicable, the Shareholders.
- (b) The initial key executives and their primary areas of responsibility are:

Chief Technology Officer (CTO) - Initially Domenico Rutigliano

- Overall technical strategy, vision, and direction of the Company.

- Leading the development, implementation, and maintenance of the Company's AI voice agent technology, algorithms, software, and platforms.
- Overseeing the technical infrastructure, including its scalability, performance, and security, and managing the Company's data assets.
- Driving research and development (R&D) initiatives to ensure the Company maintains technological leadership and fosters innovation.
- Managing and developing the Company's Intellectual Property portfolio related to its technology, in conjunction with any IP policies set by the Board.
- Leading, mentoring, and developing the technical team, fostering a culture of engineering excellence, collaboration, and continuous improvement.
- Identifying, assessing, and managing technology-related risks and ensuring compliance with relevant technical standards, best practices, and regulations.
- Reporting to the Board on all material technological matters.

Chief Revenue Officer (CRO) - Initially Michael Scheelhardt

- Developing and executing the Company's overall commercial strategy, go-to-market plans, and business development initiatives.
- Leading all sales, marketing, customer acquisition, and customer success efforts.
- Building and maintaining strong, long-term relationships with key customers, strategic partners, and other industry stakeholders.
- Identifying, evaluating, and pursuing new market opportunities, strategic partnerships, and channels for growth.
- Driving revenue growth, managing commercial operations, including developing pricing strategies, and leading contract negotiations.
- Developing and managing the Company's brand identity, market positioning, and all related communications.
- Providing market intelligence, customer feedback, and competitive analysis to the Board and technical teams to inform product development and overall business strategy.
- Reporting to the Board on all material commercial matters.

(c) The specific duties and responsibilities of any executive officer may be further defined, varied, or supplemented by the Board from time to time. The Board may also appoint other officers (such as a Chief Executive Officer, Chief Financial Officer, etc.) as it deems necessary, and the appointment of such officers may be a Reserved Matter.

10.4 Growth Commitment and Resource Allocation

(a) **Customer Growth Target:** The Shareholders hereby commit to supporting the growth of the Company's customer base to at least 300 active customers within twelve (12) months from the Effective Date.

(b) **Shareholder Commitments:** To achieve this target, each Shareholder specifically commits to:

(i) In the case of Domenico Rutigliano (CTO):

- Providing all necessary technical support and development resources to ensure the AI voice agent technology can scale to accommodate the target customer base;
- Leveraging AI technology to optimize product capabilities, performance, and reliability;
- Implementing appropriate technical infrastructure to support the projected growth;
- Prioritizing development of features that enhance customer acquisition and retention;

- Ensuring adequate technical support capacity for the growing customer base.
- (ii) In the case of Michael Scheelhardt (CRO):
 - Executing effective sales and marketing strategies to achieve the customer acquisition targets;
 - Leveraging existing industry relationships and networks to accelerate customer acquisition;
 - Establishing efficient customer onboarding and success processes;
 - Developing strategic partnerships to expand market reach;
 - Monitoring customer satisfaction and addressing issues to minimize churn.
- (c) **Resource Allocation:** Both Shareholders agree to prioritize the allocation of the Company's financial and human resources toward achieving the customer growth target, including:
 - (i) Hiring appropriate staff within the economic capacity of the Company to support both technical and commercial functions;
 - (ii) Ensuring that the monthly budget allocations align with the customer growth objectives;
 - (iii) Adjusting resource allocation promptly based on performance data and market feedback;
 - (iv) Leveraging automation and AI technology where possible to maximize efficiency and scalability.
- (d) **Progress Tracking:** The Board shall track progress toward the customer growth target through:
 - (i) Monthly reviews of customer acquisition metrics;
 - (ii) Quarterly assessment of resource requirements and allocation;
 - (iii) Identifying and addressing any impediments to achieving the growth target;
 - (iv) Regular revision of strategies and tactics based on performance.
- (e) **Alignment with KPIs:** This growth commitment aligns with the KPIs set forth in Schedule 4 for the purposes of Performance Share transfers. The Shareholders acknowledge that their individual and collective efforts to fulfill this growth commitment directly support the achievement of those KPIs.

10.5 Reserved Matters (Requiring Shareholder Approval)

- (a) Notwithstanding any other provision of this Agreement or the Company's Constitution, the Company shall not, and the Directors shall procure that the Company shall not, undertake any of the matters listed in **Schedule 2 (Reserved Matters)** to this Agreement without the prior written approval of Shareholders holding at least [Specify Threshold, e.g., seventy-five percent (75%)] of the total issued voting Shares, or such higher percentage (including unanimity) as may be specified for particular matters in Schedule 2 (the "Requisite Shareholder Approval").
- (b) If a specific approval threshold for a Reserved Matter is not specified in Schedule 2, then unanimous approval of all Shareholders shall be required.
- (c) The Shareholders agree that Schedule 2 may be reviewed and amended from time to time by unanimous agreement of all Shareholders.

10.6 Shareholder Meetings

- (a) **Annual General Meeting (AGM):** The Company shall hold an AGM if required by and in accordance with the Corporations Act 2001.
- (b) **Other Meetings:** Other general meetings of Shareholders may be convened by any Director, or by Shareholders in accordance with the Corporations Act 2001.
- (c) **Notice:** Notice of Shareholder meetings shall be given in accordance with the Company's Constitution and the Corporations Act 2001 (typically at least 21 days, or 28 days for resolutions

requiring special notice, unless a shorter period is agreed by all Shareholders entitled to attend and vote).

(d) **Quorum:** The quorum for a Shareholder meeting shall be at least two (2) Shareholders present in person or by proxy, holding between them at least [e.g., 75%] of the total issued voting Shares. If one Shareholder holds this percentage, then that one Shareholder shall constitute a quorum. If a quorum is not present within thirty (30) minutes after the time appointed for the meeting, the meeting shall be adjourned as per the Corporations Act or the Constitution.

(e) **Voting:** At any general meeting, resolutions shall be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands) by:

(i) the Chairperson of the meeting;

(ii) at least one Shareholder present in person or by proxy;

(iii) any Shareholder or Shareholders representing not less than 5% of the total voting rights of all Shareholders having the right to vote at the meeting; or

(iv) any Shareholder or Shareholders holding Shares on which an aggregate sum has been paid up equal to not less than 5% of the total sum paid up on all Shares conferring that right.

On a show of hands, each Shareholder present in person or by proxy has one vote. On a poll, each Shareholder present in person or by proxy has one vote for each Share they hold.

(f) **Proxies:** Shareholders are entitled to appoint proxies in accordance with the Corporations Act 2001.

(g) **Resolutions:** Resolutions of Shareholders will be passed as ordinary resolutions (simple majority of votes cast) or special resolutions (at least 75% of votes cast) as required by this Agreement, the Constitution, or the Corporations Act 2001. Certain matters, particularly Reserved Matters, may require higher thresholds or unanimity as specified in this Agreement.

(h) **Written Resolutions of Shareholders:** A resolution in writing signed by all Shareholders entitled to vote on that resolution is as valid and effectual as if it had been passed at a general meeting of Shareholders duly convened and held.

10.7 Information Rights

(a) Each Shareholder is entitled to receive timely and accurate information concerning the business and affairs of the Company, including but not limited to:

(i) Monthly management accounts (including profit and loss statement, balance sheet, cash flow statement, and key performance indicators (KPIs) relevant to the Business, including the KPIs set out in Schedule 4) within [e.g., fifteen (15)] Business Days of the end of each month.

(ii) Quarterly financial and operational performance reviews, including a comparison against the approved budget and business plan, and strategic updates, within [e.g., twenty (20)] Business Days of the end of each quarter.

(iii) Annual audited financial statements (or unaudited if an audit is not required by law or agreement) within [e.g., ninety (90)] days of the end of each Financial Year.

(iv) The proposed annual business plan and budget for the upcoming Financial Year, at least [e.g., thirty (30)] Business Days prior to the commencement of that Financial Year, for review and approval as a Reserved Matter.

(v) Prompt notification of any material business developments, including entry into or termination of significant contracts, commencement or settlement of material litigation or regulatory investigations, or any event that could reasonably be expected to have a material adverse effect on the Company.

(b) All Shareholders and their duly authorised representatives (provided they agree to reasonable confidentiality undertakings if required by the Board) shall have reasonable access during normal business hours, and upon reasonable prior written notice to the Company, to inspect the books, records, and properties of the Company and to discuss the affairs, finances, and accounts

of the Company with its Directors and officers.

10.8 Company Secretary

- (a) The Board may appoint a Company Secretary on such terms and conditions as the Board thinks fit. The Company Secretary may be one of the Directors.
- (b) The Company Secretary will be responsible for the statutory registers and records of the Company, attendance at and minuting of Board and Shareholder meetings (if required), and lodgement of necessary documents with ASIC and other regulatory bodies, and such other duties as the Board may determine.

10.9 Relationship with Constitution and Corporations Act

- (a) This Agreement supplements the Company's Constitution and the Corporations Act 2001.
- (b) To the extent permitted by law, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Company's Constitution concerning the matters agreed between the Shareholders hereunder, the provisions of this Agreement shall prevail as between the Shareholders.
- (c) The Shareholders undertake to exercise their respective rights and powers (including voting rights) to give full effect to the provisions of this Agreement and shall, as soon as reasonably practicable, take all steps necessary to amend the Company's Constitution to ensure it is consistent with the terms of this Agreement, to the extent that it is not already so consistent.
- (d) For the avoidance of doubt, this Agreement does not replace the replaceable rules in the Corporations Act 2001, except to the extent that specific provisions in this Agreement or the Company's Constitution modify or exclude them.

11. FINANCIAL PROVISIONS

11.1 Financial Year and Accounting Records

- (a) **Financial Year:** The financial year of the Company ("Financial Year") shall end on 31 July each year, in accordance with the Shareholders Agreement, or as otherwise determined by the Board in accordance with the Corporations Act 2001.
- (b) **Accounting Records:** The Company shall cause proper, true, and complete accounting and other records to be kept, including:
 - (i) Accurate and up-to-date financial records prepared in accordance with Australian Accounting Standards (AAS) and the Corporations Act 2001, consistently applied.
 - (ii) Monthly management accounts, including a profit and loss statement, balance sheet, cash flow statement, and a comparison against the approved budget, to be provided to the Board and each Shareholder entitled to information rights under this Agreement within [e.g., fifteen (15)] Business Days of the end of each month.
 - (iii) Annual financial statements, including a Director's report, which shall be audited if required by law, by this Agreement (see sub-clause [11.4](#)), or by a resolution of Shareholders (as a Reserved Matter).
 - (iv) All necessary taxation records and returns, including for Goods and Services Tax (GST), Pay As You Go (PAYG) withholding, income tax, and any other applicable taxes or levies.
 - (v) Detailed records of Research and Development (R&D) expenditure, particularly any expenditure eligible for R&D tax incentives or government grants, in a manner that facilitates such claims.
 - (vi) A register of all material contracts, leases, and other significant commitments entered into by the Company.

11.2 Banking and Financial Controls

- (a) **Bank Accounts:** All bank accounts of the Company shall be opened and maintained with such bank(s) as the Board may determine. Bank account mandates and authorities for payments and withdrawals shall be as determined by the Board from time to time, provided that any payments or series of related payments exceeding AUD 1,000 (or such other amount as the Board may agree unanimously and record in writing) shall require the signature or electronic approval of at least two (2) Directors, or one (1) Director and another senior person expressly authorised by the Board for this purpose.
- (b) **Expenditure Approval Thresholds:** The following expenditure approval requirements shall apply:
 - (i) **Up to AUD 1,000:** Individual expenditures up to AUD 1,000 may be approved by any single Director or authorized management personnel within their delegated authority. This includes expense contracts (excluding customer revenue contracts) with total value up to AUD 1,000 and duration not exceeding 12 months.
 - (ii) **Above AUD 1,000:** Any expenditure exceeding AUD 1,000, including expense contracts (excluding customer revenue contracts) with total value exceeding AUD 1,000 or duration longer than 12 months, requires unanimous Shareholder approval as a Reserved Matter.
 - (iii) **Emergency Expenditures:** In genuine business emergency situations where immediate expenditure is required to prevent material harm to business operations, a single Director may authorize expenditure as follows:
 - (a) **Standard Emergency Limit:** Up to AUD 5,000 for general business emergencies
 - (b) **Critical Business Emergency Limit:** Up to AUD 15,000 for critical situations including:
 - (i) Payment of outstanding bills to prevent service disruption (utilities, internet, essential software)
 - (ii) Emergency repairs to prevent business interruption
 - (iii) Urgent legal or compliance requirements with statutory deadlines
 - (iv) Critical system failures requiring immediate technical support
 - (v) Emergency travel for essential business purposes
 - (c) **Notification and Ratification:** Other Director must be notified within 24 hours and expenditure ratified at next Board meeting
 - (d) **Business Purpose Restriction:** Emergency expenditures must be strictly for business operations and cannot include personal expenses, non-essential purchases, or speculative investments
 - (e) **Documentation Requirement:** Full documentation of emergency nature and business necessity must be provided
 - (iv) **Expense Contract Commitments:** For the avoidance of doubt, any expense contract or agreement that commits the Company to future expenditure (excluding customer revenue contracts) shall be treated as an expenditure equal to the total contract value for approval purposes, regardless of payment timing. Customer revenue contracts and agreements that generate income for the Company are excluded from these expenditure approval requirements.
- (c) **Internal Controls:** The Board shall establish, document, and maintain appropriate internal financial controls, systems, and procedures designed to safeguard the Company's assets, ensure the accuracy and reliability of its financial reporting, and promote operational efficiency and compliance with applicable laws and policies.
- (d) **Budget Adherence:** Management shall operate the Business within the scope of the

annual budget approved by the Board and Shareholders (as a Reserved Matter). Any material deviation or proposed expenditure outside the approved budget or exceeding pre-agreed limits for specific categories shall require prior Board approval (and Shareholder approval if it triggers a Reserved Matter threshold).

- (e) **Annual Budget:** The Company shall prepare a detailed draft annual budget and business plan for each upcoming Financial Year. This draft shall be presented to the Board for review and refinement at least [e.g., forty-five (45)] days prior to the commencement of the Financial Year, and subsequently submitted to Shareholders for approval as a Reserved Matter at least [e.g., thirty (30)] days prior to the Financial Year's commencement.

11.3 Dividend Policy

- (a) The declaration and payment of any dividends by the Company shall be determined by the Board by unanimous resolution of all Directors, subject always to the Company satisfying the solvency test and other requirements of the Corporations Act 2001 immediately after any such payment.
- (b) In determining whether to declare or pay a dividend, and the amount of any such dividend, the Board shall have regard to (among other things):
 - (i) The Company's available profits, retained earnings, and distributable reserves.
 - (ii) The Company's current and anticipated future cash flow, working capital requirements, and capital expenditure needs.
 - (iii) The Company's funding requirements for its approved business plan, including planned growth, R&D activities (particularly in AI technology development and data acquisition), strategic initiatives, and expansion opportunities.
 - (iv) Any restrictions or covenants under the Company's financing agreements or other contractual obligations.
 - (v) The general financial condition and performance of the Company.
 - (vi) The desire to reinvest profits to enhance long-term Shareholder value and support sustainable growth.
 - (vii) Any deferred payment obligations to exiting Shareholders as contemplated under this Agreement.
- (c) Unless otherwise agreed by Shareholders holding all issued Shares of a particular class, all dividends declared on a class of Shares shall be distributed to the holders of those Shares pro rata to their respective shareholdings of that class as at the record date fixed for that dividend.
- (d) The adoption of or any material alteration to the Company's general dividend policy shall be a Reserved Matter requiring Shareholder approval.

11.4 Audit

- (a) Unless the Shareholders unanimously agree otherwise in writing for a particular Financial Year and an audit is not otherwise required by the Corporations Act 2001 or any financing agreement, the Company's annual financial statements shall be audited by an independent registered company auditor (the "Auditor").
- (b) The Auditor shall be appointed (and may be removed) by the Shareholders by ordinary resolution (or as otherwise specified for the appointment/removal of auditors as a Reserved Matter in Schedule 2).
- (c) A copy of the audited annual financial statements, together with the Auditor's report thereon, shall be provided to each Shareholder within [e.g., one hundred and twenty (120)] days of the end of each Financial Year for which an audit is conducted.

11.5 Future Funding and Capital Contributions

- (a) **Acknowledgement of Funding Needs:** The Shareholders acknowledge that the Company may require additional funding from time to time to finance its operations, growth, R&D activities, and strategic objectives as outlined in its approved business plan.
- (b) **Initial Capital:** The initial capital of the Company has been contributed by the Shareholders through the subscription for their Initial Shares. *(Note: If there were other initial loans or contributions, specify or reference them here or in a schedule).*
- (c) **Board Determination of Funding Requirement:** If the Board determines that the Company requires additional equity capital (“Additional Funding”), the Board shall prepare a proposal detailing the amount of Additional Funding required, the proposed use of funds, and an indicative valuation or price per share for the new equity (the “Funding Proposal”).
- (d) **Offer to Existing Shareholders (Pre-emptive Right):**
 - (i) Subject to sub-clause (e) regarding the investor pool commitment, any proposal for Additional Funding via the issue of new Shares by the Company must first be offered to all then-existing Shareholders pro rata to their existing percentage shareholdings (a “Rights Offer”).
 - (ii) The Company shall provide each Shareholder with a written Rights Offer notice, including the Funding Proposal, the subscription price per New Share (the “Subscription Price”), the number of New Shares offered to that Shareholder, and an acceptance period of at least [e.g., fifteen (15)] Business Days (the “Acceptance Period”).
 - (iii) Shareholders wishing to subscribe for their entitlement (or a lesser amount) of New Shares must give written notice of acceptance to the Company before the expiry of the Acceptance Period and pay the relevant subscription monies by the specified date.
- (e) **Investor Pool Commitment:** The Company has authorized 1,190,476 Preference Shares (Non-Voting) (representing 10% of the Company’s total authorized share capital) for future third-party external investors. The terms of such investment (including valuation and timing) shall be a Reserved Matter. These shares will be issued as new shares from the authorized capital, ensuring that existing shareholders are diluted proportionally rather than through transfer of personal holdings.
- (f) **Shortfall from Rights Offer / Third Party Investment:**
 - (i) If any Shareholder does not take up their full entitlement under a Rights Offer (a “Shortfall”), the New Shares not taken up may first be offered to the other participating Shareholders pro rata to their acceptances (or as they may otherwise agree).
 - (ii) If, after such an offer to participating Shareholders, a Shortfall still remains, or if the Additional Funding is to be raised (in whole or in part) from third-party investors (including from the Company’s reserved investor pool), the Company may, subject to obtaining any Requisite Shareholder Approval for the issue of new shares or the terms of investment (as per Schedule 2), offer and issue New Shares or accept subscriptions from such third-party investors at a price per Share not less than the Subscription Price offered to existing Shareholders in any contemporaneous Rights Offer (unless otherwise approved as a Reserved Matter).
- (g) **Dilution for Non-Participation:** A Shareholder who does not subscribe for their full pro-rata entitlement of New Shares in a Rights Offer, or if New Shares are issued to third parties, will have their percentage shareholding in the Company diluted accordingly. No Shareholder shall have any claim against the Company or any other Shareholder as a result of such dilution arising from their own non-participation in a duly offered Rights Offer or an approved third-party investment.
- (h) **Determination of Subscription Price for New Shares:** Unless otherwise determined by Shareholders as a Reserved Matter, the Subscription Price for New Shares issued by

the Company shall be determined by the Board, acting in good faith and in the best interests of the Company, based on a Fair Market Value assessment. Such assessment may consider a recent valuation by an Independent Valuer, recent arm's length transactions in the Company's Shares, a bona fide offer from a third-party investor, or other relevant methodologies appropriate for a private technology company.

- (i) **Shareholder Loans:** If agreed by the Board and the relevant Shareholder(s), Additional Funding may also be provided by way of Shareholder loans, on terms (including interest rate, security, and repayment) to be approved by the Board (and by Shareholders if it constitutes a Related Party Transaction requiring approval under Schedule 2).

11.6 Company Valuation for Internal Events

- (a) For any provision in this Agreement that requires a determination of Fair Market Value (or similar term) for the Company's Shares in the context of an internal transfer, buy-out, or other event between Shareholders or between a Shareholder and the Company (e.g., certain leaver events, deadlock buy-sell mechanisms where a valuation is stipulated), and where a specific valuation mechanism for that event is not otherwise detailed, the following principles shall apply:
 - (i) The Fair Market Value shall be determined by an Independent Valuer. "Independent Valuer" means a reputable independent chartered accountant, accredited business valuer, or investment bank with demonstrable experience in valuing private technology companies, particularly in the AI sector, who is not an Auditor of the Company at the time of valuation to avoid conflict (unless all parties agree otherwise).
 - (ii) The Independent Valuer shall be appointed by mutual agreement of the affected parties (e.g., the selling Shareholder and the purchasing Shareholder(s)/Company). If they cannot agree on an Independent Valuer within [e.g., ten (10)] Business Days of one party proposing a valuer to the other, then any affected party may request the President of [e.g., the Australian Institute of Business Valuers or relevant accounting body] to appoint an Independent Valuer.
 - (iii) The Independent Valuer shall be instructed to determine the Fair Market Value of the Shares in question on a going concern basis, assuming a hypothetical sale of 100% of the Company between a willing buyer and a willing seller, without any discount for a minority interest or premium for a controlling interest applying to the specific parcel of Shares being valued, unless the specific clause in this Agreement requiring the valuation dictates otherwise.
 - (iv) The Independent Valuer shall act as an expert and not as an arbitrator. Their valuation report, including reasoning, shall be provided to all affected parties and shall be final and binding on those parties, absent manifest error.
 - (v) The costs of the Independent Valuer shall be borne equally by the parties involved in the specific event requiring the valuation (e.g., selling Shareholder and purchasing Shareholder(s)/Company), unless this Agreement specifies otherwise for that particular event or the parties agree otherwise.

11.7 Insurance

- (a) The Company shall maintain Directors and Officers liability insurance with minimum coverage of AUD 1,000,000.
- (b) The Company shall maintain appropriate business insurance including public liability and professional indemnity as determined by the Board.
- (c) Insurance costs are a legitimate business expense and shall be included in the Company's annual budget.

- (d) The Board shall review insurance coverage annually to ensure adequacy.

// ... (Future Funding and Valuation subsections to follow) ...

12. GENERAL CLAUSES

12.1 Notices

- (a) Any notice, demand, consent, or other communication (a “Notice”) given or made under this Agreement must be in writing and in English.
- (b) A Notice may be given by hand delivery, pre-paid post, or email to the recipient at their address or email address specified in Schedule 1 (Party Details) or as otherwise notified by a party to the others from time to time.
- (c) A Notice is deemed to be received:
 - (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by pre-paid post, on the third (3rd) Business Day after the date of posting (or the seventh (7th) Business Day if posted to or from a place outside Australia);
 - (iii) if sent by email, at the time of transmission shown in the sender’s email system, unless the sender receives a delivery failure notification within 24 hours, provided that any Notice received after 5:00 PM on a Business Day or on a day that is not a Business Day in the place of receipt will be deemed received at 9:00 AM on the next Business Day in that place.
- (d) For the purpose of this clause, “Business Day” means a day that is not a Saturday, Sunday, or public holiday in the place where the Notice is sent or received.

12.2 Governing Law and Jurisdiction

- (a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of New South Wales, Australia.
- (b) Each party irrevocably agrees that the courts of New South Wales, Australia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each party waives any objection to legal proceedings in such courts on the grounds of venue or inconvenient forum.

12.3 Entire Agreement

- (lph*) This Agreement (together with any other documents referred to herein, including the Schedules) constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior discussions, negotiations, understandings, representations, warranties, and agreements, whether written or oral, between them with respect to such subject matter.
- (lph*) Each party acknowledges that in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- (lph*) Nothing in this clause shall limit or exclude any liability for fraud.

12.4 Amendments

- (a) No amendment, variation, or modification of this Agreement (including any Schedule) shall be valid unless it is in writing and signed by or on behalf of all parties to this Agreement.

12.5 Severability

- (a) If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- (b) If any provision or part-provision of this Agreement is deemed deleted under sub-clause (a), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision and is valid, legal, and enforceable.

12.6 Waiver

- (a) No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- (b) A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and signed by the party granting the waiver and shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

12.7 Costs

- (a) Except as otherwise expressly provided in this Agreement (e.g., for specific valuation or mediation costs), each party shall bear its own legal, accounting, and other costs and expenses incurred in connection with the negotiation, preparation, execution, and performance of this Agreement and any documents referred to in it.

12.8 Further Assurance

- (a) Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such further documents and do such further acts and things as any other party may reasonably require from time to time for the purpose of giving full effect to the provisions of this Agreement.

12.9 Counterparts

- (a) This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one and the same agreement.
- (b) Transmission of an executed counterpart of this Agreement (but not just a signature page) by email (in PDF or similar format) shall take effect as delivery of an executed counterpart of this Agreement.

12.10 Relationship of Parties

- (a) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly provided herein.
- (b) Each party confirms it is acting on its own behalf and not for the benefit of any other person, except as expressly provided.

12.11 Announcements

- (a) No party shall make, or permit any person to make, any public announcement, communication, or circular (“Announcement”) concerning this Agreement or its subject matter without the prior written consent of all other parties (such consent not to be unreasonably withheld or delayed).
- (b) The restrictions in sub-clause (a) do not apply to any Announcement required by law or any governmental or regulatory authority (including any relevant stock exchange), provided that the party required to make the Announcement consults with the other parties, where practicable and lawful, as to the timing, content, and form of the Announcement prior to its release.

12.12 No Assignment

- (a) Except as expressly permitted by the share transfer provisions of this Agreement (including transfers to Permitted Transferees who execute a Deed of Accession), no party may assign, transfer, charge, sub-contract, or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of all other parties.

12.13 Compliance with the Corporations Act and Corporate Governance

- (a) The Shareholders acknowledge that this Agreement is supplementary to the Corporations Act 2001 (Cth) and the Company’s Constitution. In the event of any inconsistency between:
 - (i) the provisions of this Agreement and the provisions of the Company’s Constitution, the provisions of this Agreement shall prevail as between the Shareholders to the extent permitted by law; and
 - (ii) the provisions of this Agreement or the Company’s Constitution and the mandatory provisions of the Corporations Act 2001 (Cth), the provisions of the Corporations Act 2001 (Cth) shall prevail.
- (b) **Directors’ Statutory Duties:** The Shareholders explicitly acknowledge that the Directors are subject to statutory duties under the Corporations Act 2001 (Cth), which cannot be modified or excluded by this Agreement, including but not limited to:
 - (i) The duty to exercise powers and discharge duties with the degree of care and diligence that a reasonable person would exercise if they were a director of a company in the Company’s circumstances and had the same responsibilities within the Company (section 180(1));
 - (ii) The Business Judgment Rule, which provides that a director who makes a business judgment is taken to meet the requirements of section 180(1) if they:
 - (a) make the judgment in good faith for a proper purpose;
 - (b) do not have a material personal interest in the subject matter of the judgment;
 - (c) inform themselves about the subject matter of the judgment to the extent they reasonably believe to be appropriate; and
 - (d) rationally believe that the judgment is in the best interests of the corporation (section 180(2));
 - (iii) The duty to exercise powers and discharge duties in good faith in the best interests of the Company and for a proper purpose (section 181(1));
 - (iv) The duty not to improperly use their position to gain an advantage for themselves or someone else, or cause detriment to the Company (section 182(1));
 - (v) The duty not to improperly use information obtained in their capacity as a Director to gain an advantage for themselves or someone else, or cause detriment to the Company (section 183(1));
 - (vi) The duty to prevent insolvent trading by the Company (section 588G);

- (vii) The duty to disclose material personal interests in matters that relate to the affairs of the Company (section 191);
 - (viii) The duty regarding related party transactions (Chapter 2E); and
 - (ix) All other duties imposed by the Corporations Act 2001 (Cth) and general law.
- (c) **Directors' Compliance Requirement:** Each Director shall:
- (i) Familiarize themselves with their duties and responsibilities under the Corporations Act 2001 (Cth), the Company's Constitution, this Agreement, and general law;
 - (ii) Complete at least 8 hours of corporate governance training within 6 months of appointment if they have not previously served as a director of an Australian company;
 - (iii) Maintain a current understanding of the Company's financial position at all times;
 - (iv) Disclose any actual or potential conflict of interest promptly and fully;
 - (v) Maintain appropriate records of their decision-making processes for significant decisions;
 - (vi) Regularly review their compliance with statutory duties; and
 - (vii) Seek independent professional advice when necessary, which the Company shall facilitate and fund to a reasonable extent.
- (d) **Confirmation of Directors' Primacy of Duties:** Nothing in this Agreement shall:
- (i) Require a Director to act in a manner inconsistent with their statutory duties;
 - (ii) Require a Director to follow the directions or wishes of the Shareholder who appointed them where doing so would breach their statutory duties;
 - (iii) Limit a Director's legal obligation to act in the best interests of the Company as a whole rather than in the interests of any particular Shareholder; or
 - (iv) Render the Company or any Shareholder liable for any act or omission of a Director that is in accordance with the Director's statutory duties but may be contrary to any provision of this Agreement.
- (e) No provision of this Agreement shall require a Director to act in a manner that would breach their statutory duties, and any provision purporting to do so shall be void to that extent.
- (f) The Company shall procure appropriate directors' and officers' liability insurance for all Directors from a reputable insurer, with coverage and limits determined by the Board to be reasonable and appropriate for a company of the Company's size and nature.
- (g) The Company shall make all necessary ASIC filings and maintain its corporate registers in accordance with the Corporations Act 2001 (Cth), including but not limited to:
- (i) the appointment and resignation of Directors;
 - (ii) changes to the Company's registered office or principal place of business;
 - (iii) share issuances and transfers;
 - (iv) annual financial reports (where required); and
 - (v) any other filings required by law.

12.14 Basic Warranties

- (a) Each Shareholder warrants that:
- (i) they have full authority to enter into this Agreement;
 - (ii) this Agreement constitutes valid and binding obligations;
 - (iii) no court order or law prevents them from performing their obligations.
- (b) The Company warrants that:
- (i) it is validly incorporated under Australian law;
 - (ii) it has corporate power to enter into this Agreement;

(iii) there is no material litigation pending against it.

12.15 Indemnification

- (a) Each party shall indemnify the other parties against losses arising from:
 - (i) breach of their warranties or obligations under this Agreement;
 - (ii) their negligent or wrongful acts.
- (b) The Company shall indemnify Directors against claims arising from their good faith performance of director duties, subject to Corporations Act limitations.

13. Execution

EXECUTED AS AN AGREEMENT on the date stated at the beginning of this Agreement.

THE COMPANY

Executed by **THE AUGMENTED 4 PTY LTD** (ACN 686 749 575) in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

Signature of
Director Name: Domenico Rutigliano Position: Founder and Chief Technology Officer (CTO) Email: dom@ta4.ai Phone: +61 421 904 200 (Print Full Name)

Signature of Director Name: Michael Scheelhardt Position: Founder and Chief Revenue Officer (CRO) Email: michael@ta4.ai Phone: +61 404 971 242 (Print Full Name)

SHAREHOLDER A

Signed by **DOMENICO RUTIGLIANO** (Founder and Chief Technology Officer) in the presence of:

Signature of Witness Name of Witness:
(Print Full Name)
Address of Witness: (Print Full Address)

Occupation of Witness: (Print Occupation)

Signature of
Domenico Rutigliano Email: dom@ta4.ai
Phone: +61 421 904 200

SHAREHOLDER B

Signed by **MICHAEL Scheelhardt** (Founder and Chief Revenue Officer in the presence of:

– Signature of Witness Name of Witness:

(Print Full Name)

Address of Witness: (Print Full Address)

_____ Occupation of Witness: (Print
Occupation)

. Signature of Michael Scheelhardt Email:

michael@ta4.ai Phone: +61 404 971 242

Share Class	Holders & Purpose	Authorized	Issued	% of Total
CURRENT ISSUED SHARES				
Ordinary Shares (Voting)	Founders	10,000,000	10,000,000	84.0%
RESERVED SHARE POOLS				
Preference Shares (Non-Voting)	Investors	1,190,476	0	10.0%
Employee Ordinary Shares (Non-Voting)	Employees	714,286	0	6.0%
TOTALS				
Total Authorized	All Classes Combined	11,904,762	10,000,000	100.0%

Table 1: The Augmented 4 Pty Ltd - Capital Structure Overview

SCHEDULES

SCHEDULE 1 - PARTY DETAILS AND INITIAL SHAREHOLDINGS

This Schedule is referenced in the Agreement dated 12 june 2025 between the parties.

Part A: The Company

Name: The Augmented 4 Pty Ltd
ACN: 686 749 575
Registered Office: Unit 4, 5 Norman Avenue, Dolls Point,
New South Wales 2219, Australia
Address for Notices: Unit 4, 5 Norman Avenue, Dolls Point,
New South Wales 2219, Australia
Attn: The Directors

Part B: The Shareholders

Shareholder A

Name: Domenico Rutigliano
Position: Founder and Chief Technology Officer (CTO)
Address for Notices: Unit 2, 5-7 Hercules Road,
Brighton-le-Sands, NSW 2216, Australia
Email: dom@ta4.ai
Phone: +61 421 904 200
Initial Shareholding: 5,000,000 Ordinary Shares (Voting)
Percentage of Total Authorized Shares: 42%
Voting Control: 50% of voting shares

Shareholder B

Name: Michael Scheelhardt
Position: Founder and Chief Revenue Officer (CRO)
Address for Notices: Unit 4, 5 Norman Avenue, Dolls Point,
NSW 2219, Australia
Email: michael@ta4.ai
Phone: +61 404 971 242
Initial Shareholding: 5,000,000 Ordinary Shares (Voting)
Percentage of Total Authorized Shares: 42%
Voting Control: 50% of voting shares

Part C: Authorized Capital Structure

Total Authorized Shares: 11,904,762 **Total Issued Shares:** 10,000,000
Reserved Share Pool: 1,904,762 (16%)

Share Class Breakdown

Share Class	Authorized	Issued	Percentage
Ordinary Shares (Voting)	10,000,000	10,000,000	84%
Preference Shares (Non-Voting)	1,190,476	0	10%
Employee Ordinary Shares (Non-Voting)	714,286	0	6%
Total	11,904,762	10,000,000	100%

Part D: Share Class Definitions and Rights**Class 1: Ordinary Shares (Voting)**

Holders:	Founders (Domenico Rutigliano and Michael Scheelhardt)
Voting Rights:	1 vote per share on all matters
Dividend Rights:	Pro-rata participation after preference dividends
Liquidation Rights:	Pro-rata participation after preference liquidation
Transfer Rights:	Subject to pre-emptive rights and Board approval
Conversion Rights:	None (base class)
Current Allocation:	10,000,000 shares (84% of total authorized)

Class 2: Preference Shares (Non-Voting)

Holders:	Strategic investors and institutional investors
Voting Rights:	None, except on matters specifically affecting this class
Dividend Rights:	Cumulative 8% preference dividend (if declared)
Liquidation Preference:	1x non-participating liquidation preference
Anti-Dilution:	Weighted average broad-based anti-dilution protection
Information Rights:	Monthly management accounts, annual audited accounts
Board Rights:	Right to appoint one non-voting board observer
Transfer Rights:	Tag-along and drag-along participation rights
Conversion Rights:	Optional conversion to Ordinary Shares (Voting)
Reserved Allocation:	1,190,476 shares (10% of total authorized)

Class 3: Employee Ordinary Shares (Non-Voting)

Holders:	Employees, advisors, consultants, and service providers
Voting Rights:	None
Dividend Rights:	Pro-rata participation after preference dividends
Liquidation Rights:	Pro-rata participation after preference liquidation
Vesting:	Subject to employment-based vesting schedules
Transfer Rights:	Restricted; Company right of first refusal
Tax Benefits:	Eligible for Australian ESS tax concessions
Conversion Rights:	None
Reserved Allocation:	714,286 shares (6% of total authorized)

Part E: Voting Control and Governance

Total Voting Shares:	10,000,000 Ordinary Shares (Voting)
Founder Voting Control:	100% of voting shares (50% each)
Board Control:	Founders maintain majority board control
Reserved Matters:	Require unanimous founder approval
Investor Protection:	Through preference rights, not voting control
Employee Participation:	Economic rights only, no governance rights

Share Distribution Structure and Rationale

Share Distribution Overview

Shareholder Category	Shares	Percentage	Share Class	Voting Rights
Domenico Rutigliano	5,000,000	42%	Ordinary (Voting)	Full voting control
Michael Scheelhardt	5,000,000	42%	Ordinary (Voting)	Full voting control
Future Investors	1,190,476	10%	Preference (Non-Voting)	Economic rights only
Future Employees	714,286	6%	Ordinary (Non-Voting)	Economic rights only
TOTAL	11,904,762	100%		

Structural Design Rationale

Even Founder Distribution (42% each)

- **Equal Partnership:** Both founders have identical stakes, preventing control disputes
- **Shared Decision Making:** All major decisions require both founders' agreement
- **Fair Compensation:** Equal reward for equal commitment and risk
- **Clean Numbers:** 5,000,000 shares each provides easy calculation and understanding

Reserved Pool Percentages (10% + 6%)

- **Mathematical Precision:** 10% equals exactly 1,190,476 shares; 6% equals exactly 714,286 shares
- **Market Standards:** 10% investor pool aligns with typical early-stage allocation; 6% employee pool appropriate for small team startup
- **Founder Control Preservation:** Founders maintain 84% combined ownership and 100% voting control
- **Equal Dilution:** Pools dilute founders proportionally, maintaining their relative equality

Strategic Benefits

Control Structure

- **Founders:** 100% voting control through Ordinary Voting shares
- **Investors:** Economic participation without governance interference
- **Employees:** Economic incentives without diluting founder control

Growth Flexibility

- **Investor Pool:** Ready for funding rounds without complex restructuring
- **Employee Pool:** Attracts talent with equity participation
- **Scalable:** Structure works from startup to large company

Mathematical Logic

- **Why not 50/50 founders:** 50/50 allocation leaves no room for growth pools
- **42/42/10/6 structure:** Maintains founder equality while enabling expansion
- **Pool sizing rationale:** 10% investors provides Series A readiness; 6% employees sufficient for 5-10 key hires
- **Total pool allocation:** 16% total pools provides meaningful but not excessive dilution

This structure balances founder equality, growth capacity, and control preservation in a mathematically clean and legally sound framework.

Share Structure Diagram

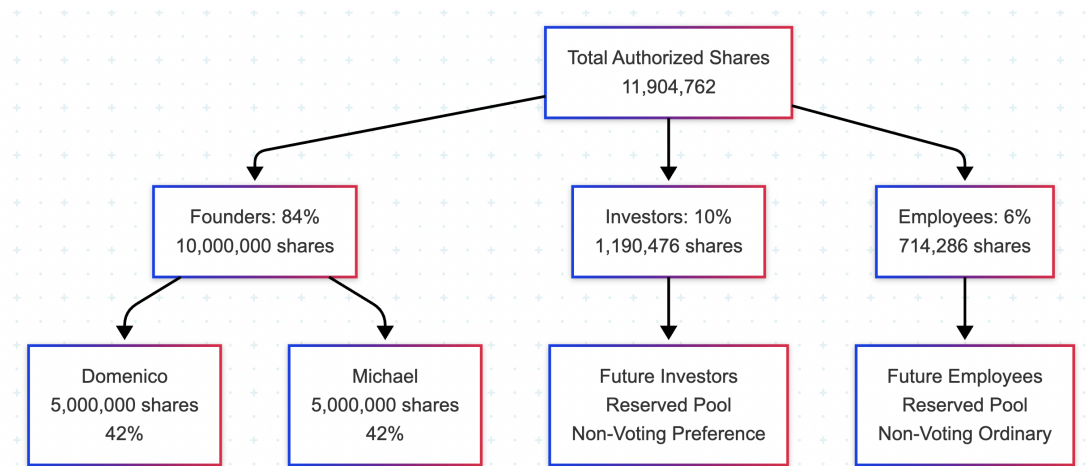


Diagram Description: The above diagram illustrates the hierarchical distribution of The Augmented 4 Pty Ltd’s authorized share capital. At the top level, the total authorized shares of 11,904,762 are divided into three main categories: Founders (84% - 10,000,000 shares), Investors (10% - 1,190,476 shares), and Employees (6% - 714,286 shares). The Founders category is further subdivided equally between Domenico and Michael, each holding 5,000,000 shares representing 42% of the total. The Investor and Employee categories represent reserved pools for future allocation, with investors receiving Non-Voting Preference shares and employees receiving Non-Voting Ordinary shares. This visual representation demonstrates the balanced approach to equity distribution while maintaining founder control through voting rights concentration.

Note: This structure ensures founder control while providing appropriate investor protections and employee economic participation. All share issuances from reserved pools require unanimous Board approval and compliance with this Agreement.

SCHEDULE 2 - RESERVED MATTERS

The following matters require approval as specified below:

Part A: Matters Requiring Unanimous Shareholder Approval

(Unanimous approval of all Shareholders required)

1. Share Capital and Equity Structure:

- (a) Issuance of any new shares or securities convertible into shares;
- (b) Creation, amendment, or termination of any share class or rights;
- (c) Any variation or abrogation of rights attaching to any shares;
- (d) Any share buyback, capital reduction, or return of capital;
- (e) Granting of options, warrants, or other equity instruments;
- (f) Any transaction affecting the Reserved Share Pools.

2. Corporate Structure and Governance:

- (a) Amendment of the Company's Constitution;
- (b) Change of Company name or registered office;
- (c) Appointment or removal of Directors;
- (d) Determination of Director remuneration;
- (e) Changes to Board composition or voting procedures;
- (f) Adoption of any shareholder agreement amendments.

3. Major Business Decisions:

- (a) Approval of annual business plans and budgets;
- (b) Any expenditure exceeding AUD 1,000 (whether within or outside approved budget);
- (c) Entry into expense contracts (excluding customer revenue contracts) with total value exceeding AUD 1,000 or duration longer than 12 months;
- (d) Acquisition or disposal of assets exceeding AUD 5,000;
- (e) Establishment of subsidiaries or joint ventures;
- (f) Material changes to business strategy or operations.

4. Financial and Legal Matters:

- (a) Borrowing exceeding AUD 100,000 or granting security;
- (b) Declaration or payment of dividends;
- (c) Appointment or removal of auditors;
- (d) Commencement or settlement of material litigation;
- (e) Any insolvency or winding up proceedings;
- (f) Material tax elections or changes to accounting policies.

5. Intellectual Property and Technology:

- (a) Assignment, licensing, or disposal of material IP rights;
- (b) Filing, abandonment, or enforcement of patents or trademarks;
- (c) Material technology development or R&D decisions;
- (d) Material AI model development or deployment decisions;
- (e) Engagement of key technology consultants or advisors;
- (f) Open source licensing or technology sharing arrangements;
- (g) Data protection and privacy policy changes.

Part B: Matters Requiring Ordinary Shareholder (Voting) Approval

(Approval of holders of Ordinary Shares (Voting) required)

1. Operational Decisions:

- (a) Hiring or termination of senior executives;
- (b) Employee compensation and benefit policies;
- (c) Office lease agreements and relocations;
- (d) Marketing and sales strategy decisions;
- (e) Supplier and vendor selection for material services.

2. Financial Management:

- (a) Monthly and quarterly financial reporting;
- (b) Banking arrangements and account management;
- (c) Insurance coverage and risk management;
- (d) Investment of surplus funds;
- (e) Credit facilities and payment terms;
- (f) Financial controls and approval authorities.

3. Emergency and Administrative Matters:

- (a) Approval of expense policies and delegation of authorities;
- (b) Review and ratification of emergency expenditures exceeding single Director limits;
- (c) Establishment of petty cash and operational spending limits (up to AUD 1,000);
- (d) Administrative approvals for routine operational matters under AUD 1,000.

Part C: Information and Reporting Requirements**1. Regular Reporting:**

- (a) Monthly management accounts within 15 business days;
- (b) Quarterly financial and operational performance reviews;
- (c) Annual audited financial statements;
- (d) Technology development progress reports;
- (e) Customer acquisition and retention metrics;
- (f) Competitive analysis and market updates.

2. Strategic Updates:

- (a) Business plan updates and revisions;
- (b) Technology roadmap and development priorities;
- (c) Market expansion and growth opportunities;
- (d) Partnership and collaboration discussions;
- (e) Regulatory and compliance developments;
- (f) Risk assessment and mitigation strategies.

Part D: Current Structure Notes

1. Current structure: 42/42/10/6 shareholding structure with founders holding equal voting control
2. Founders maintain 100% voting control through Ordinary Shares (Voting)
3. Reserved pools provide for future investor and employee participation
4. All Reserved Matters require unanimous founder approval given equal voting structure
5. Preference Shareholders receive information rights and economic protections
6. Employee Shareholders participate economically without governance rights

Part E: Approval Thresholds Summary

Matter Type	Approval Required	Decision Makers
Part A Matters	Unanimous Shareholders	Both Founders
Part B Matters	Ordinary Shareholders	Both Founders (effectively)
Future Investor Matters	As specified in investment terms	Per future agreements
Future Employee Matters	Unanimous Board approval	Both Founder-Directors
Board Decisions	Unanimous Board	Both Founder-Directors
Routine Operations	Management discretion	Within approved policies

Notes:

- Current structure: 42/42/10/6 shareholding structure with founders holding equal voting control
- Founders maintain 100% voting control through Ordinary Shares (Voting)
- Reserved pools provide for future investor and employee participation
- All Reserved Matters require unanimous founder approval given equal voting structure
- Preference Shareholders receive information rights and economic protections
- Employee Shareholders participate economically without governance rights
- This schedule will be updated when new share classes are implemented

ANNEXURE A - FORM OF DEED OF ACCESSION

DEED OF ACCESSION

Date: [Insert Date]

Parties:

1. **[INSERT NAME OF NEW SHAREHOLDER]** of [Insert Address of New Shareholder] (the “Acceding Shareholder”)
2. **THE AUGMENTED 4 PTY LTD** (ACN 686 749 575) of Unit 4, 5 Norman Avenue, Dolls Point, New South Wales 2219, Australia (the “Company”)

Recitals:

- A. This Deed is supplemental to a Shareholders Agreement dated [12 june 2025] (the “Shareholders Agreement”) made between (1) The Company, (2) Domenico Rutigliano, and (3) Michael Scheelhardt (collectively the “Original Parties”), relating to the governance and affairs of the Company. A copy of the Shareholders Agreement has been provided to the Acceding Shareholder.
- B. The Acceding Shareholder has acquired or is about to acquire [Number] [Class, e.g., Ordinary] Shares in the Company (the “Transferred Shares”) from [Name of Transferor Shareholder or “the Company” if new issue] (the “Transferor”) and is required as a condition of such acquisition and registration of the Transferred Shares to execute this Deed.
- C. Capitalised terms used in this Deed have the meanings given to them in the Shareholders Agreement unless otherwise defined herein.

Operative Provisions:

1. Accession to Shareholders Agreement

- (a) The Acceding Shareholder hereby unconditionally and irrevocably covenants with the Company (for itself and as agent and trustee for each of the other parties to the Shareholders Agreement from time to time) that with effect from the date of this Deed (or, if later, the date of registration of the Transferred Shares in the name of the Acceding Shareholder), it will:
 - (i) be bound by all the terms and provisions of the Shareholders Agreement in all respects as if the Acceding Shareholder were an original party to the Shareholders Agreement and named therein as a Shareholder; and
 - (ii) observe, perform and be bound by all the covenants, obligations, and undertakings contained in the Shareholders Agreement that are applicable to a Shareholder (and specifically, if applicable, to the party from whom the Shares are being acquired or in whose place the Acceding Shareholder stands).
- (b) The Acceding Shareholder confirms that it has been provided with a complete copy of the Shareholders Agreement (including all schedules and any amendments thereto) and has had the opportunity to take independent legal advice thereon.

2. Notices

- (a) For the purposes of the notice provisions in the Shareholders Agreement, the Acceding Shareholder’s address for notices is:
 - Address: [Insert Acceding Shareholder’s Full Address]
 - Email: [Insert Acceding Shareholder’s Email Address]
 - Attn: [If applicable, e.g., Company Secretary if Acceding Shareholder is a company]

3. Governing Law and Jurisdiction

- (a) This Deed shall be governed by and construed in accordance with the laws of New

South Wales, Australia.

- (b) The parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia in respect of all matters arising out of or in connection with this Deed.

4. Counterparts

- (a) This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.

EXECUTION PAGE

Executed as a Deed.

For the Acceding Shareholder:

(Execution block will vary depending on whether the Acceding Shareholder is an individual or a company)

If an individual:

Signed, sealed and delivered by
**[INSERT NAME OF ACCEDING
SHAREHOLDER]**

In the presence of:

Signature of Acceding Shareholder

Signature of Witness

Name of Witness (print)

Address of Witness

Occupation of Witness

If a company executing under s127 of the Corporations Act:

Executed by **[INSERT COMPANY NAME OF ACCEDING SHAREHOLDER]**
(ACN/ABN [Insert ACN/ABN]) in accordance with section 127(1) of the Corporations Act 2001
(Cth) by:

Signature of Director

Signature of Director/Company Secretary

Name of Director (print)

Name of Director/Company Secretary (print)

For the Company:

Executed by **THE AUGMENTED 4 PTY LTD**

(ACN 686 749 575) in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Name of Director (print)

Name of Director/Company Secretary (print)

SCHEDULE 4 - COMPENSATION AND PROFIT SHARING STRUCTURE

This Schedule outlines the compensation and profit sharing structure for The Augmented 4 Pty Ltd, establishing both salary provisions based on KPI achievement and profit distribution mechanisms aligned with the company's shareholding structure.

1. General Provisions

1. **Effective Period:** This compensation and profit sharing structure commences from the Effective Date of this Agreement and continues for the duration of this Agreement.
2. **KPI Document Reference:** The specific Key Performance Indicators (KPIs) required for salary eligibility are detailed in a separate KPI Performance Document, which forms part of the operational framework of the Company but is maintained separately from this Agreement. The KPI Document may be updated from time to time by unanimous Board resolution to reflect changing business conditions and growth targets.
3. **Definition of Distributable Profit:** "Distributable Profit" means the net profit of the Company after:
 - (a) All operating expenses and costs of goods sold;
 - (b) Founder salary payments (when KPI requirements are met);
 - (c) Tax obligations and statutory reserves;
 - (d) Mandatory working capital requirements;
 - (e) Research and development allocations as determined by the Board;
 - (f) Capital expenditure requirements as approved by the Board.
4. **Calculation Period:** Distributable Profit shall be calculated on a trimester basis (4-month periods): January-April, May-August, September-December.
5. **Board Certification:** The calculation of Distributable Profit must be certified by formal resolution of the Board of Directors, with both Directors required to sign off on the calculations.

2. Founder Salary Structure

2.1 KPI-Based Salary Eligibility

1. **Salary Amounts:**
 - (a) Domenico Rutigliano (CTO): AUD \$70,000 per annum
 - (b) Michael Scheelhardt (CRO): AUD \$70,000 per annum
2. **KPI Achievement Requirement:**
 - (a) Salary payments are conditional upon achievement of KPIs as specified in the separate KPI Performance Document
 - (b) KPI achievement is measured and verified quarterly by the Board
 - (c) Both founders must contribute to overall KPI achievement for individual salary eligibility
 - (d) Partial KPI achievement may result in pro-rated salary payments at Board discretion
3. **Payment Terms:**
 - (a) Salaries paid monthly in arrears, subject to KPI verification
 - (b) First salary payments commence upon first KPI achievement verification
 - (c) Salary payments take priority over profit distributions
 - (d) All salary payments subject to applicable tax withholdings and statutory deductions

2.2 Business Operations Funding

1. **Operational Reserve:** The Company shall maintain adequate funding for business operations, estimated at approximately AUD \$60,000 annually, which takes priority over both salary and profit distributions.
2. **Cash Flow Management:** Salary payments and operational funding requirements must be satisfied before any profit distributions are made to shareholders.
3. **Budget Review and Adjustment:** The Board may, by unanimous resolution, review and adjust the following budget allocations to reflect changing business conditions, market circumstances, or strategic requirements:
 - (a) Founder salary amounts (currently AUD \$70,000 each per annum)
 - (b) Business operations funding (currently AUD \$60,000 per annum)
 - (c) Total compensation budget and allocation priorities
 - (d) Payment schedules and timing requirements
4. **Adjustment Process:** Any budget adjustments must be:
 - (a) Documented in a formal Board resolution signed by both Directors
 - (b) Based on objective financial analysis and business justification
 - (c) Consistent with the Company's cash flow capacity and growth objectives
 - (d) Effective from a specified future date (not retrospectively applied)
 - (e) Communicated to all shareholders within 15 days of resolution

3. Profit Distribution Structure

3.1 Distribution Allocation

1. **Founder Allocation:**
 - (a) Domenico Rutigliano: 42% of Distributable Profit
 - (b) Michael Scheelhardt: 42% of Distributable Profit
2. **Investor Allocation:**
 - (a) Future Investors: 10% of Distributable Profit
 - (b) Held in reserve until investor shares are issued
 - (c) Upon investor share issuance, distributed proportionally among investors
3. **Employee Allocation:**
 - (a) Employees and Advisors: 6% of Distributable Profit
 - (b) Distributed through employee profit sharing program
 - (c) Allocation determined by Board based on performance and contribution

3.2 Reserve Funds Management

1. **Investor Reserve Fund:**
 - (a) 10% allocation held in designated reserve account
 - (b) Accumulates until investor shares are issued
 - (c) Upon investment, distributed to investors based on their shareholding
 - (d) If no investors after 3 years, Board may reallocate by unanimous resolution
2. **Employee Reserve Fund:**
 - (a) 6% allocation held in designated employee profit sharing account
 - (b) Distributed annually based on Board-approved criteria
 - (c) Includes performance bonuses, retention incentives, and recognition awards
 - (d) Unused amounts carry forward to subsequent years

4. Payment Terms and Conditions

4.1 Payment Schedule

1. Trimester Payments:

- (a) Profit calculations completed within 30 days of trimester end
- (b) Founder payments made within 60 days of trimester end
- (c) Employee distributions made within 90 days of trimester end
- (d) All payments subject to maintaining minimum cash reserves

2. Minimum Cash Reserve Requirements:

- (a) Company must maintain minimum \$100,000 cash reserves
- (b) Additional reserves as determined by Board for operational needs
- (c) Profit distributions suspended if reserves fall below minimum

4.2 Financial Safeguards

1. Business Continuity Protection:

- (a) Profit distributions must not impair business operations
- (b) R&D funding requirements take priority over distributions
- (c) Growth opportunities funding protected
- (d) Working capital needs fully satisfied before distributions

2. Maximum Distribution Limits:

- (a) Individual founder distributions capped at \$500,000 per calendar year
- (b) Excess amounts carried forward to following year
- (c) Board may increase caps by unanimous resolution
- (d) Emergency business needs override distribution caps

5. Documentation and Verification

5.1 Financial Reporting

1. Quarterly Financial Statements:

- (a) Profit and loss statements prepared by qualified accountant
- (b) Balance sheet showing cash reserves and working capital
- (c) Cash flow statements demonstrating business sustainability
- (d) Detailed breakdown of profit calculations and allocations

2. Transparency Requirements:

- (a) Monthly financial summaries provided to all parties
- (b) Quarterly detailed profit sharing reports
- (c) Annual review of allocation percentages and criteria
- (d) Access to relevant financial records for verification

5.2 Approval Process

1. Board Approval Requirements:

- (a) Unanimous Board resolution for profit calculations
- (b) Both founders must approve distribution amounts
- (c) Documented rationale for any distribution adjustments
- (d) Quarterly review of financial performance and projections

2. Dispute Resolution:

- (a) Independent accountant review for calculation disputes
- (b) Mediation process for allocation disagreements
- (c) Final determination by Board unanimous resolution
- (d) External audit rights for verification

6. Additional Terms

1. Tax Treatment:

- (a) Founder distributions treated as performance bonuses
- (b) Employee distributions subject to payroll tax requirements
- (c) All distributions subject to applicable statutory deductions
- (d) Tax advice recommended for optimal structuring

2. Adjustment Mechanisms:

- (a) Allocation percentages may be reviewed annually
- (b) Market conditions may trigger structure review
- (c) Business model changes may require adjustments
- (d) Force majeure events considered for temporary modifications

3. Integration with Shareholding:

- (a) Profit sharing percentages align with shareholding structure
- (b) Changes to share structure may trigger profit sharing adjustments
- (c) New shareholders automatically included in profit sharing
- (d) Exit events override profit sharing arrangements

4. Performance Incentives:

- (a) Employee profit sharing based on performance metrics
- (b) Board discretion for exceptional contribution bonuses
- (c) Annual performance reviews determine individual allocations
- (d) Long-term incentive alignment with company growth

Note: This Schedule establishes a comprehensive compensation structure combining KPI-based salaries with profit sharing mechanisms that align with the company's shareholding structure. The structure ensures founders receive regular compensation when performance targets are met, while all stakeholders benefit proportionally from the company's success through profit distributions. The Board may, by unanimous resolution, adjust this structure if business conditions or strategic direction materially changes, provided such changes are documented and signed by all parties to this Agreement.

SCHEDULE 5 - PRE-EXISTING INTELLECTUAL PROPERTY CONTRIBUTIONS

This Schedule sets out the pre-existing intellectual property rights (“Pre-existing IP”) owned by the Shareholders prior to the incorporation of the Company and contributed to the Company pursuant to the Intellectual Property and Confidentiality section of this Agreement.

1. Pre-existing IP Contributed by Domenico Rutigliano

The following Pre-existing IP is owned by Domenico Rutigliano and is licensed to the Company under an exclusive, worldwide, royalty-free license until receipt of the full AUD 100,000 payment as specified in the Intellectual Property and Confidentiality section of this Agreement. Upon receipt of such payment, this Pre-existing IP shall be irrevocably assigned to the Company in full:

IP Asset	Description	Details and Status
Voice Agent Technology	Core AI voice agent architecture and algorithms	Developed between January 2023 and April 2025, including all source code, design documents, and technical specifications
Machine Learning Models	Trained AI models for voice recognition and natural language processing	Includes trained model weights, training methodologies, and performance metrics
Voice Synthesis Engine	Text-to-speech module with natural-sounding voices	Voice synthesis technology with customizable voice profiles
Voice Recognition System	Speech-to-text system with high accuracy	Includes noise cancellation algorithms and speaker recognition capabilities
Training Datasets	Curated voice datasets used for AI training	Anonymized voice recordings with associated transcriptions and metadata
Domain Names	Domain name registrations and associated digital assets	All rights to domain name augmentium.ai, including registration rights, renewal rights, and all associated account credentials.
Technical Documentation	Design documentation, architectural plans, and technical specifications	All documents describing the technology, implementation, and operation
Brand Assets	Preliminary logo designs, brand concepts, and company name	All design files and conceptual materials

2. Pre-existing IP Contributed by Michael Scheelhardt

The following Pre-existing IP is owned by Michael Scheelhardt and is hereby irrevocably assigned to the Company in full with effect from the Effective Date:

IP Asset	Description	Details and Status
Market Research	Comprehensive analysis of AI voice agent market	Market sizing, competitor analysis, and opportunity assessment documentation
Business Model	Business model designs and revenue projections	Financial models, pricing strategies, and market entry plans
Customer Journey Maps	End-to-end customer experience mapping	User flow diagrams and experience design documents
Sales Materials	Initial sales pitch decks and marketing materials	Presentation materials, brochures, and digital assets
Go-to-Market Strategy	Detailed plans for product launch and scaling	Strategy documents, timelines, and implementation roadmaps
Pre-Existing Customer Relationships	Pre-existing industry contacts, customer relationships, and professional network existing prior to joining the Company	Clarification: This refers only to Michael's personal contacts and relationships established before the Effective Date. These remain Michael's personal property and are not assigned to the Company, although Michael grants the Company a non-exclusive right to leverage these relationships for business development. For avoidance of doubt, any new customer relationships, contacts, or business connections developed after the Effective Date while performing duties for the Company can be used by the Company.
Domain Names	Domain name registrations and associated digital assets	All rights to domain names ta4.ai and augmented4.ai, including registration rights, renewal rights, and all associated account credentials.

3. Assignment Confirmation

By signing this Agreement, each of Domenico Rutigliano and Michael Scheelhardt hereby:

- (a) confirms that they own all rights, title, and interest in and to their respective Pre-existing IP listed above and have full right, power, and authority to assign these rights to the Company;
- (b) irrevocably assigns to the Company all of their right, title, and interest in and to their respective Pre-existing IP, including all intellectual property rights therein, with effect from the Effective Date;
- (c) agrees to execute any further documents and to do all such other things as may be required to perfect the Company's title to the Pre-existing IP and to assist with its registration (where applicable) and protection; and
- (d) to the extent permitted by law, waives all moral rights and similar rights in respect of the Pre-existing IP.

4. Third-Party IP

The Shareholders acknowledge that the Pre-existing IP described above does not infringe the intellectual property rights of any third party. If any component of the Pre-existing IP incorporates third-party intellectual property rights, the relevant Shareholder shall ensure that appropriate licenses are obtained for the Company's use and exploitation of such third-party intellectual property rights, at no additional cost to the Company.

5. Future Updates

This Schedule may be updated from time to time by written agreement of all Shareholders to include additional Pre-existing IP contributed to the Company after the Effective Date.

SCHEDULE 6 - PERSONAL LOAN REGISTER

This Schedule documents personal loans provided by Michael Scheelhardt to Domenico Rutigliano that are subject to repayment obligations under the Intellectual Property and Confidentiality section of this Agreement.

1. Loan Documentation Framework

1. **Legal Status:** The personal loans documented in this Schedule are separate contractual obligations independent of this Shareholders Agreement, but are incorporated by reference for repayment enforcement purposes.
2. **Loan Register Maintenance:** This Schedule shall be updated by written agreement of both Michael Scheelhardt and Domenico Rutigliano to reflect:

(a) New loans advanced

(b) Partial repayments made

(c) Interest adjustments (if any)

(d) Final loan balances
3. **Documentation Requirements:** Each loan entry must include:

(a) Date of loan advance

(b) Principal amount

(c) Purpose of loan

(d) Repayment terms (if different from this Agreement)

(e) Outstanding balance as at the Effective Date

2. Current Loan Register

Note: The following table should be completed with actual loan details. This template provides the structure for documenting all personal loans.

Loan Date	Principal	Purpose	Description	Outstanding Balance
[Date]	AUD [Amount]	[Purpose]	[Description of loan purpose and circumstances]	AUD [Balance]
[Date]	AUD [Amount]	[Purpose]	[Description of loan purpose and circumstances]	AUD [Balance]
[Date]	AUD [Amount]	[Purpose]	[Description of loan purpose and circumstances]	AUD [Balance]
TOTAL				AUD [Total Outstanding]

3. Loan Terms and Conditions

1. **Interest Rate:** All personal loans are interest-free unless otherwise specified in individual loan documentation.
2. **Repayment Terms:**

(a) **Primary Repayment:** Full repayment upon Domenico’s receipt of AUD 100,000 IP compensation

(b) **Alternative Repayment:** Monthly installments proportional to revenue-sharing IP compensation if applicable

- (c) **No Demand:** Loans are not repayable on demand except as specified in this Agreement
- 3. **Security:** Loans secured against Domenico Rutigliano Assets as defined in the personal loan agreement with Michael Scheelhardt.
- 4. **Default:** Material breach of this Shareholders Agreement constitutes default under the personal loans.

4. Acknowledgments and Confirmations

- 1. **Michael Scheelhardt Confirms:**
 - (a) All loans listed were advanced from personal funds
 - (b) Loans were made in good faith to support business development
 - (c) No interest has been charged or is owing
 - (d) Outstanding balances are accurate as at the Effective Date
- 2. **Domenico Rutigliano Acknowledges:**
 - (a) Receipt of all loan amounts listed
 - (b) Personal obligation to repay outstanding balances
 - (c) Agreement to repayment terms as specified in this Agreement
 - (d) No disputes regarding loan amounts or terms
- 3. **Company Acknowledgment:**
 - (a) The Company acknowledges these personal loan arrangements
 - (b) The Company is not a party to or guarantor of these loans
 - (c) Repayment obligations are incorporated for commercial certainty only
 - (d) These arrangements do not affect shareholding or governance rights

5. Amendment and Updates

- 1. **Loan Register Updates:** This Schedule may be updated by written agreement signed by both Michael Scheelhardt and Domenico Rutigliano.
- 2. **New Loans:** Additional personal loans may be added to this Schedule with:
 - (a) Written documentation of loan terms
 - (b) Signatures of both parties
 - (c) Updated total outstanding balance
 - (d) Board notification within 30 days
- 3. **Repayment Recording:** Partial or full repayments shall be recorded with:
 - (a) Date of repayment
 - (b) Amount repaid
 - (c) Updated outstanding balance
 - (d) Signatures confirming repayment

6. Legal Framework

- 1. **Governing Law:** Personal loans are governed by the laws of New South Wales, Australia.
- 2. **Dispute Resolution:** Disputes regarding personal loans are subject to the same dispute resolution mechanisms as this Shareholders Agreement.
- 3. **Enforceability:** This Schedule creates binding obligations enforceable independently of the Shareholders Agreement.

4. **Tax Implications:** Each party is responsible for their own tax obligations arising from these loan arrangements.

Note: This Schedule should be completed with actual loan details before execution of this Agreement. The parties may also choose to execute separate formal loan agreements that are then summarized in this Schedule for reference purposes.

ANNEXURE A - KEY PERFORMANCE INDICATORS DOCUMENT

This Annexure sets out the specific Key Performance Indicators (KPIs) referenced in Schedule 4 of the Shareholders Agreement, establishing the performance targets required for founder salary eligibility.

1. Overriding Salary Condition

1. Notwithstanding any other provision in this Annexure or Schedule 4, no salaries shall be paid to either founder until the Company has secured a minimum of **50 paying enterprise customers**. This condition is absolute and takes precedence over other KPI achievements.

2. KPI Achievement Period

1. **Performance Period:** June 2025 to August 2025 (3-month achievement window)
2. **Measurement Date:** 31 August 2025
3. **Verification Process:** Board resolution required within 15 days of measurement date
4. **Salary Commencement:** September 2025 (upon successful KPI verification, subject to the overriding condition above)

3. Michael Scheelhardt (CRO) - Customer Acquisition KPIs

3.1 Primary Target

1. **Customer Acquisition Target:** Secure 50 enterprise customers by 31 August 2025
2. **Revenue Requirement:** Minimum AUD \$196,200 annual recurring revenue from acquired customers
3. **Customer Definition:** "Enterprise Customer" means a business entity with a signed service agreement generating minimum AUD \$3,924 annual revenue to the Company

3.2 Acquisition Methods

1. **Personal Engagement:**
 - (a) Direct sales activities and customer meetings
 - (b) Relationship building and business development
 - (c) Contract negotiation and closing
 - (d) Customer onboarding coordination
2. **Sales Agent Recruitment:**
 - (a) Identify, recruit, and sign sales agents
 - (b) Establish agent commission structures and agreements
 - (c) Provide sales training and support materials
 - (d) Monitor and manage agent performance
3. **Partnership Development:**
 - (a) Establish strategic partnerships for customer referrals
 - (b) Negotiate partnership agreements and revenue sharing
 - (c) Develop joint marketing and sales initiatives
 - (d) Maintain ongoing partner relationships

3.3 Success Metrics

1. **Quantitative Targets:**

- (a) Minimum 50 signed enterprise customers
- (b) Minimum AUD \$196,200 annual recurring revenue
- (c) Average customer value of AUD \$3,924 per annum
- (d) Customer contracts with minimum 12-month terms

2. Quality Requirements:

- (a) Customers must be creditworthy and financially viable
- (b) Signed contracts must be legally binding and enforceable
- (c) Payment terms must align with Company cash flow requirements
- (d) Customer onboarding must be completed within 30 days of signing

4. Domenico Rutigliano (CTO) - Technical Delivery KPIs

4.1 Primary Target

1. **Automated Onboarding System:** Deliver a complete automated customer onboarding system by 31 August 2025
2. **Automation Level:** Achieve 90% automation for standard customer onboarding processes
3. **Scalability Requirement:** System must handle minimum 50 concurrent customer on-boardings

4.2 Technical Specifications

1. **Automated Onboarding Features:**
 - (a) Self-service customer registration portal
 - (b) Automated account setup and configuration
 - (c) Automated service provisioning and activation
 - (d) Automated welcome communications and documentation
 - (e) Automated billing setup and payment processing integration
2. **System Integration:**
 - (a) Integration with existing customer management systems
 - (b) API connections for third-party service providers
 - (c) Automated data synchronization across platforms
 - (d) Real-time status tracking and reporting
3. **Quality Assurance:**
 - (a) Comprehensive testing of all automated processes
 - (b) Error handling and exception management
 - (c) System monitoring and alerting capabilities
 - (d) Documentation and user guides

4.3 Ongoing Customer Onboarding

1. **Current Process Enhancement:**
 - (a) Maintain and improve existing 80% automated onboarding process
 - (b) Continue onboarding new customers acquired by Michael
 - (c) Ensure seamless transition from semi-automated to fully automated system
 - (d) Provide technical support for customer onboarding issues
2. **Performance Standards:**
 - (a) Maximum 24-hour onboarding completion time for standard customers
 - (b) 99% system uptime during onboarding processes

- (c) Zero critical errors in automated onboarding workflows
- (d) Customer satisfaction score of 4.5/5 or higher for onboarding experience

5. Interdependent Success Factors

1. Collaborative Requirements:

- (a) Michael's customer acquisition must align with Domenico's technical delivery timeline
- (b) Domenico's automated system must support Michael's customer volume targets
- (c) Both founders must coordinate to ensure smooth customer onboarding experience
- (d) Regular progress meetings and status updates required throughout the performance period

2. Mutual Support Obligations:

- (a) Michael must provide customer requirements and feedback to inform technical development
- (b) Domenico must provide technical specifications and limitations to guide sales efforts
- (c) Both founders must participate in customer demonstrations and technical presentations as required
- (d) Shared responsibility for customer satisfaction and retention

6. KPI Verification and Assessment

6.1 Documentation Requirements

1. Michael's Deliverables:

- (a) Signed customer contracts with revenue details
- (b) Sales agent agreements and partnership contracts
- (c) Customer onboarding status reports
- (d) Revenue projection and cash flow analysis

2. Domenico's Deliverables:

- (a) Completed automated onboarding system with full documentation
- (b) System testing reports and quality assurance documentation
- (c) Performance metrics and system monitoring reports
- (d) User guides and technical documentation

6.2 Board Assessment Process

1. Evaluation Criteria:

- (a) Quantitative target achievement (50 customers, \$196,200 revenue, 90% automation)
- (b) Quality of deliverables and customer satisfaction
- (c) Timeline adherence and milestone completion
- (d) Collaborative effectiveness and mutual support

2. Assessment Outcomes:

- (a) **Full Success:** Both founders achieve all KPIs - full salary eligibility commences
- (b) **Partial Success:** One founder achieves KPIs - pro-rated salary consideration at Board discretion
- (c) **Collective Shortfall:** Neither founder fully achieves KPIs - salary eligibility deferred pending revised targets
- (d) **Force Majeure:** External factors prevent achievement - Board may adjust targets or timeline

7. Financial Impact and Cash Flow Model

1. Revenue Target Achievement:

- (a) 50 enterprise customers \times AUD \$3,924 = AUD \$196,200 annual revenue
- (b) Monthly recurring revenue: AUD \$16,350
- (c) Quarterly revenue: AUD \$49,050

2. Cost Structure Upon Success:

- (a) Domenico salary: AUD \$70,000 per annum (AUD \$5,833 monthly)
- (b) Michael salary: AUD \$70,000 per annum (AUD \$5,833 monthly)
- (c) Business operations: AUD \$60,000 per annum (AUD \$5,000 monthly)
- (d) Total fixed costs: AUD \$200,000 per annum (AUD \$16,667 monthly)

3. Break-Even Analysis:

- (a) Revenue target is slightly below the total fixed cost structure of \$200,000.
- (b) Additional customers beyond 50, or higher revenue per customer, will be required to reach break-even and generate profit for bonus distributions.
- (c) System scalability supports growth beyond initial targets
- (d) Automated processes reduce marginal costs for additional customers

Note: This KPI Document forms an integral part of the compensation structure outlined in Schedule 4 of the Shareholders Agreement. Achievement of these KPIs is essential for salary eligibility and represents the foundation for the Company's growth and financial sustainability. The Board may, by unanimous resolution, modify these KPIs if material changes in market conditions or business circumstances warrant adjustment, provided such modifications are documented and agreed to by all parties.

8. Legal Review and Amendment Clause

This Agreement is binding and enforceable upon execution by all parties. Notwithstanding the foregoing, the parties agree that, within 28 days of the date of this Agreement, they will seek independent legal review of the Agreement. If, as a result of such review, a party's legal counsel recommends specific amendments to any provision of this Agreement, the parties agree to negotiate in good faith to implement such amendments as are reasonably necessary to address the legal advice received. Unless and until such amendments are agreed in writing and executed by all parties, the terms of this Agreement shall remain in full force and effect.