Thomson Geer
Lawyers

Asset Sale and Purchase Agreement

between

The party described as the Seller in Part 1 of Schedule 1
(**Seller**)

and

The parties described as the Restrained Persons in Part 2 of Schedule 1
(**Restrained Persons**)

and
The party described as the Buyer in Part 3 of Schedule 1
(**Buyer**)

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This agreement is made on 30th June 2025

between	**the party described as the Seller in Part 1 of Schedule 1** (**Seller**);
and	**the parties described as the Restrained Persons in Part 2 of Schedule 1** (**Restrained Persons)**;
and	**the party described as the Buyer in Part 3 of Schedule 1** (**Buyer**).

Recitals

A The Seller owns the Assets and owns and operates the Business.

B The Seller has agreed to sell and the Buyer has agreed to purchase the Business and the Assets on the terms and conditions set out in this agreement.

C Each Restrained Person has agreed to be bound by the obligations applicable to them under this agreement.

Now it is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this agreement, unless the context requires otherwise:

Accounting Standards means:

(a) the International Financial Reporting Standards approved by the International Accounting Standards Board; and

(b) to the extent that any matter is not covered by such accounting standards, interpretations and requirements, means generally accepted accounting principles, policies, practices and procedures applied from time to time in Canada for businesses similar to the Business.

Accounts means the Statutory Accounts and the Management Accounts.

Accounts Date means 30 June 2024.

Antennae or Quantum AI means the business, Intellectual Property Rights, Software Licences and its source code, mobile application(s), and trademarks of “Antennatransfer.io” or “QuantumAI” (together referred to as the “Antennatransfer Business”).

Approvals means any licence, consent, certificate, notification, declaration or other Authorisation required for the lawful conduct of the Business.

Assets means:

(a) the Goodwill;

(b) the benefit of the Contracts (subject to third party consents);

(c) the Intellectual Property Rights;

(d) SaaS platform, websites and URLs;

(e) the Records,

and all other assets used in the Business at the execution date of this agreement but excludes the Excluded Assets.

Associate means in relation to a person (the **Person**):

(a) a natural person (including a director) who:

(i) is accustomed to act; or

(ii) is under an obligation, whether formal or informal, to act;

in accordance with the directions, instructions or wishes of that Person or of that Person in concert with other persons;

(b) a spouse (including de facto), sibling, child, parent or other close family member of that Person;

(c) a corporation, or the trustee or manager of a trust or any other entity, in which the Person or an associate of the Person under this definition, alone or together, have a Controlling Interest; or

(d) the trustee of a discretionary trust of which the Person or an associate of the Person under another paragraph of this definition is or has been a beneficiary (whether or not through one or more other discretionary trusts).

For the purposes of this definition, a person has a **Controlling Interest** in a company or trust if:

(a) the company or a majority of its directors, or the trustee or manager of the trust or a majority of the directors of such trustee or manager, are accustomed, or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of that person or of that person in concert with other persons;

(b) the person has a relevant interest (as defined in the Corporations Act) in aggregate in more than 20% of the issued or voting shares, units or other interests in the company or trust (in number, voting power or value), or would have that relevant interest if any rights were exercised to subscribe for, or acquire or convert into, shares, units or other interests that are issued or unissued. The definition of relevant interest applies as if units or other interests were shares; or

(c) the person is entitled or has the power, alone or in concert with other persons, to appoint or remove a majority of the directors of the company or to appoint or remove the trustee or manager of the trust or a majority of the directors of such trustee or manager.

Authorisation means any registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, permit, authority or exemption from, by or with a Governmental Agency.

Business means the business related to the ownership of Antennae and/or Quantum AI and associated activities as conducted by the Seller as at the date of this agreement.

Business Day means a day on which the banks are open for business in Perth other than a Saturday, Sunday or public holiday in Perth.

Buyer Share means a fully paid ordinary share in the Buyer.

Cash Consideration has the meaning given in clause 4.1(b).

Claim includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or Liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this agreement.

Completion or **Complete** means completion of the sale and purchase of the Business and the Assets pursuant to the provisions of this agreement.

Completion Date means the date on which Completion occurs, which shall be within thirty (30) days of the shareholder meeting to approve the issue of the Consideration Shares to the Seller, unless otherwise extended by mutual agreement between the parties.

Conditions means the conditions precedent set out in Schedule 2.

Confidential Information has the meaning given in clause 14.1.

Consideration Shares has the meaning given in clause 4.1(a).

Contracts means all agreements relating exclusively to the Business to which the Seller is a party as at the Completion Date, including but without limitation the following:

(a) customer and supplier contracts, tenders, quotations and similar dealings and other orders and agreements for the supply of goods or services to, or for the supply of products by, the Business; and

(b) agreements granting rights to sell or distribute any products or to act as representative or distributor or agent of the other party or to use know how, technology, confidential information, data, patents or other industrial or intellectual property or intangible assets,

but excluding any agreements to the extent that they relate to the Excluded Liabilities.

Corporations Act means the *Corporations Act 2001* (Cth).

Creditor Claims means all amounts owed by or Claims made against the Seller as at the Completion Date in connection with the Business and all amounts in respect of which the Seller may be or become liable after the Completion Date as a result of facts or circumstances arising before the Completion Date, whether or not any Claim giving rise to the amount owing was known or ascertained by the Seller at the Completion Date and includes:

(a) Claims by any person for breach of warranty in respect of the sale or supply by the Seller of products of the Business; and

(b) any Claims brought by any Employee.

Debtors means all amounts owed to the Seller in connection with the Business in respect of the period up to Completion.

Dispose means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

(a) granting or exercising an option;

(b) using an asset as collateral; and

(c) transferring an economic interest.

Effective Time means 11:59pm AEST on the Completion Date.

Employees means all persons employed by the Seller at the Completion Date.

Encumbrance includes a security interest (within the meaning of the PPSA), mortgage, charge, lien, restriction against transfer, encumbrance and other third party interest.

End Date means August 30th 2025

Escrow Deed means the voluntary escrow deed to be entered into between the Seller (or its nominee) and the Buyer with respect to the Escrowed Shares held by the Seller for the Escrow Periods in the form set out in Schedule 6.

Escrow Periods means the First Escrow Period and the Second Escrow Period.

Escrowed Shares has the meaning given in clause 4.3(a).

Excluded Assets means those assets of the Seller used in the Business which are not to be purchased by the Buyer under this agreement comprising the Debtors and any cash of the Seller on hand, in a financial institution or otherwise on deposit.

Excluded Liabilities means any liabilities of the Seller (whether disclosed or undisclosed), and Excluded Liabilities includes without limitation the Creditor Claims and all other Claims on or against the Seller in connection with conduct of the Business by the Seller up to the Completion Date.

First Escrow Period has the meaning given in clause 4.3(a)(ii).

Governmental Agency means any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes a taxation authority.

Goodwill means the goodwill of the Seller in and attaching to the Business and includes the right for the Buyer to represent in itself as carrying on the Business as the successor of the Seller.

Holding Lock has the meaning given by section 2 of the ASX Settlement Operating Rules of ASX Settlement.

Immediately Available Funds means cash, telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee.

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

(a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;

(b) a liquidator or provisional liquidator is appointed;

(c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;

(d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;

(e) a receiver is appointed to it or any of its assets;

(f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;

(g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

(h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sub-section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;

(i) it is taken to have failed to comply with a statutory demand as a result of sub-section 459F(1) of the Corporations Act or any other applicable law;

(j) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 15 Business Days;

(k) a writ of execution is levied against it or a material part of its property which is not dismissed within 15 Business Days;

(l) it ceases to carry on business or threatens to do so; or

(m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Intellectual Property Rights means all intellectual property and proprietary rights of the Business (whether registered or unregistered), including:

(a) trademarks and wordmarks;

(b) business names;

(c) licences including the benefit of the Software Licences;

(d) any right to have information (including Confidential Information) kept confidential; and

(e) logos, designs, design rights, copyright, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, data bases, know how and similar industrial or intellectual property rights.

Liabilities means claims, debts, obligations, Losses, liabilities, costs and damages of any kind and however arising, including penalties, fines and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

Loss includes any loss, damage, cost, charge liability (including Tax liability) or expense (including legal costs and expenses).

Management Accounts means the Seller's management accounts and supporting information and notes to those accounts for the 1 month period ended 31 May 2025.

Material Adverse Change means any event, occurrence or matter that individually or when aggregated with all such events, occurrences or matters, directly or indirectly:

(a) diminishes, or is reasonably likely to diminish (whether now or in the future), the value of the Business or the Assets by a material amount as compared to the value as at the date of this agreement; or

(b) has, or is reasonably likely to have, the result that the Business is not able to be carried on in substantially the same manner as carried on as at the date of this agreement.

Personnel means the officers, employees, contractors (including sub-contractors and their employees), professional advisers, representatives and agents of a person.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSR means the Personal Property Securities Register maintained under the PPSA.

Purchase Price means the purchase price described in clause 4.1.

Records means all documents, books, files, reports, accounts and plans of the Seller relating to the Business and the Assets including:

(a) all marketing and customer files and customer lists;

(b) promotional and sales literature and other advertising material and catalogues;

(c) supplier lists;

(d) all records of the Debtors and Creditor Claims;

(e) all computer software (including the media on which the same is stored) and computer records; and

(f) all records of the Contracts;

Related Body Corporate has the meaning given to that expression in the Corporations Act.

Restrained Person Warranties means each of the representations and warranties given under clause 12 and set out in Schedule 5.

Restraint Area means:

(a) Worldwide;

(b) Canada and Australia;

(c) Australia;

(d) New South Wales, Victoria and Queensland;

(e) New South Wales and Victoria;

(f) New South Wales; and

(g) the Sydney Metropolitan area.

Restraint Period means the longest of the following periods commencing on the Completion Date which is allowable at law:

(a) three years from the Completion Date;

(b) two years from the Completion Date;

(c) one year from the Completion Date;

(d) six months from the Completion Date.

Second Escrow Period has the meaning given in clause 4.3(a)(iii).

Seller's Warranties means each of the representations and warranties given under clause 12 and set out in Schedule 4.

Software Licences means all licences and subscriptions to the software, computer programs or other information technology systems or applications used in the Business.

Statutory Accounts means the Seller's financial statements for the 9 month period ended 31 March 2025.

Tax means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition.

Title and Capacity Warranties means the Seller's Warranties in paragraphs 1 and 2 in Schedule 4.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

(a) reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this agreement and references to this agreement include any recital, schedule or annexure;

(iv) any contract (including this agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;

(v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

(vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

(viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;

(ix) a body which has been reconstituted or merged must be taken to be to the body as reconstituted or merged, and a body which has ceased to exist and the functions of which have been substantially taken over by another body must be taken to be to that other body;

(x) an accounting term is to that term as it is used in Accounting Standards unless specified otherwise;

(xi) time is a reference to Perth, Western Australia;

(xii) a reference to a day or a month means a calendar day or calendar month;

(xiii) money (including ‘$’, ‘AUD’ or ‘dollars’) is to Australian currency; and

(xiv) any thing (including any amount or any provision of this agreement) is a reference to the whole and each part of it;

(b) an agreement, undertaking, representation or warranty of a party binds the persons comprising that party jointly and severally;

(c) no party enters into this agreement as an agent for any other person (or otherwise on their behalf or for their benefit);

(d) the meaning of any general language is not restricted by any accompanying example, and the words ‘includes’, ‘including’, ‘such as’, ‘for example’ or similar words are not words of limitation;

(e) the words ‘costs’ and ‘expenses’ include reasonable charges, expenses and legal costs on a full indemnity basis;

(f) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

(g) headings and the table of contents are for convenience only and do not form part of this agreement or affect its interpretation;

(h) 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;

(i) the time between two days, acts or events includes the day of occurrence or performance of the second but not the first day act or event;

(j) if an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day;

(k) a provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement;

(l) where there are two or more persons in a party each are bound jointly and severally;

(m) a reference to ‘as far as the Seller is aware’, or words to that effect, in relation to a matter, is a reference to the knowledge of the Seller, having made all reasonable enquiries of the officers, employees and other persons who could reasonably be expected to have information relevant to the matters to which the statement relates.

2 Conditions

2.1 The Conditions

Completion of the sale and purchase of the Business and the Assets under this agreement is subject to and will not proceed unless on or prior to the End Date all the Conditions have been satisfied or waived.

2.2 Best endeavours

Each party must:

(a) use its best endeavours to ensure that the Conditions in respect of which it has a power or responsibility under this agreement as specified in Schedule 2 are satisfied as expeditiously as possible after the execution of this agreement and in any event no later than the End Date (unless otherwise agreed in writing by the Seller and the Buyer); and

(b) must provide all reasonable assistance to the other party (without being obliged to incur any expense in so doing) as is reasonably necessary to satisfy the Conditions.

2.3 Waiver

(a) Any Condition that is referred to as being for the benefit of:

  (i) the Buyer only is only waived if the Buyer notifies the Seller in writing that the Buyer waives the condition;

  (ii) the Buyer and the Seller is only waived if both the Buyer and the Seller agree in writing to waive the condition; and

  (iii) the Seller only is only waived if the Seller notifies the Buyer in writing that the Seller waives the condition.

(b) A Condition that is waived in accordance with clause 2.3(a) is waived only to the extent specifically set out in that waiver.

2.4 Obligation to notify

If the Buyer or the Seller becomes aware:

(a) that a Condition has been satisfied; or

(b) of any facts, circumstances or matters that may result in a Condition not being or becoming incapable of being satisfied,

that party must promptly notify the other parties accordingly.

2.5 **Termination**

If the Buyer has complied with its obligations under clause 2.2, it may terminate this agreement by giving not less than 10 Business Days' notice in writing to the other party if:

(a) the Conditions are not satisfied, or waived in accordance with clause 2.3, by the End Date (unless otherwise agreed in writing by the Seller and the Buyer); or

(b) the Buyer's due diligence condition is not satisfied, or waived, by the date 30 days from the date of this agreement (unless otherwise agreed in writing by the Seller and the Buyer); or

(c) a Condition is or becomes incapable of being satisfied; or

(d) a Condition, having been satisfied, does not remain satisfied in all respects at all times before Completion,

subject always to the rights of any party with respect to a breach by another party of the latter party's obligations prior to giving such written notice.

2.6 **Rights on termination**

If this agreement is terminated under clause 2.5 then, in addition to any other rights, powers or remedies provided by law or in equity:

(a) each party is released from its obligations and liabilities under or in connection with this agreement and this agreement has no further force of effect, other than clause 1, this clause 2.6, clause 14 and clause 16; and

(b) each party retains the rights, remedies and powers it has in connection with any past breach or any claim that has arisen before termination.

3 Sale and purchase

3.1 **Agreement to sell and purchase**

With effect from the Completion Date, the Seller must sell and transfer to the Buyer the Business and the Assets:

(a) free of any Encumbrance;

(b) for the Purchase Price; and

(c) subject to this agreement.

3.2 **Excluded Assets**

The Excluded Assets are excluded from the sale and purchase contemplated by this agreement.

3.3 **Excluded Liabilities**

For the avoidance of doubt, the Seller remains responsible for the Excluded Liabilities and nothing in this agreement is intended to or may be construed so as to make the Buyer liable to any person in respect of the Excluded Liabilities; and

3.4 Title, risk and insurance

The parties agree and acknowledge:

(a) unencumbered legal and beneficial title to the Business and in the Assets will pass to the Buyer at the Effective Time;

(b) until the Effective Time, the Seller remains the owner of and bears all risk in connection with the Business and the Assets; and

(c) from the Effective Time, the Buyer becomes the owner of and bears all risk in connection with the Business and the Assets.

4 Purchase Price and payment terms

4.1 Purchase Price

The Purchase Price payable to the Seller for the Business and the Assets comprises:

(a) A$1,150,000, to be satisfied by the issue of Buyer Shares equal to a deemed issue price which is the lower of:

(i) the 10% discount to the VWAP over the 30 trading days prior to the date of this agreement; and

(ii) the 10% discount to the VWAP over the 20 trading days prior to the issue of the Buyer Shares,

(**Consideration Shares**); plus

(b) A$150,000 (**Cash Consideration**), which, at the election of the Seller, may be satisfied by the issue of Buyer Shares (with the deemed issued price of the Buyer Shares calculated by the same method in clause 4.1(a)).

4.2 Issue of Consideration Shares

(a) Subject to clause 4.5, on the Completion Date, the Buyer must issue to the Seller (or its nominee) the Consideration Shares.

(b) All Consideration Shares issued to the Seller (or its nominee) will:

(i) be issued as fully paid;

(ii) be free from Encumbrances (other than clause 4.3 and the Escrow Deed); and

(iii) rank equally in all respects with the other ordinary shares on issue in the Buyer as at the issue date.

(c) The Seller acknowledges and agrees that the Consideration Shares will be issued by the Buyer without a disclosure document (as defined in the Corporations Act) in reliance on section 708 of the Corporations Act.

(a) The Seller agrees, or will procure that its nominee agrees, to become a member of the Buyer and be bound by the Buyer's constitution upon the issue of the Consideration Shares.

4.3 Voluntary Escrow and Holding Lock

(a) The Seller agrees that:

(i) 1/3 of the Consideration Shares will not be subject to voluntary escrow;

(ii) 1/3 of the Consideration Shares will be subject to voluntary escrow for a period of three months from the Completion Date (**First Escrow Period**); and

(iii) 1/3 of the Consideration Shares will be subject to voluntary escrow for a period of six months from the Completion Date (**Second Escrow Period**).

(the **Escrowed Shares**).

(b) During the relevant Escrow Periods, the Seller must not Dispose of, or agree or offer to Dispose of, any of the relevant Escrowed Shares.

(c) The Company will apply a Holding Lock to the relevant Escrowed Shares during the relevant Escrow Periods (if the securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock during the relevant Escrow Periods (if the securities are in a CHESS holding).

(d) The Seller consents to:

(i) the Buyer entering the relevant Escrowed Shares on an issuer sponsored sub-register; and

(ii) the application of a Holding Lock on the relevant Escrowed Shares during the relevant Escrow Periods.

(e) The Seller consents to the refusal of the Buyer and/or its share registry to process or register any transfer of the relevant Escrowed Shares during the relevant Escrow Periods.

4.4 Payment of Cash Consideration and Immediately Available Funds

(a) Subject to Completion occurring, within sixty (60) days from the execution of this Agreement, the Buyer must pay the Cash Consideration to a bank account nominated by the Seller.

(b) All payments to be made under this agreement must be paid in Immediately Available Funds and without set-off, or in such other manner that the Buyer and the Seller agree in writing.

4.5 Takeover Threshold

The Buyer is under no obligation to issue the Consideration Shares (or part thereof) to the Seller (or its nominee) if such issue would result in a contravention of section 606(1) of the Corporations Act.

5 Completion

5.1 Time and place

Subject to the Conditions being satisfied or waived in accordance with clause 2, Completion will take place:

(a) on the date which is five Business Days after the date that all Conditions are satisfied or waived; and

(b) by electronic exchange and, to the extent otherwise required, at the offices of Thomson Geer, Level 29 Central Park, 152-158 St Georges Terrace, Perth or such other time and place agreed by the Buyer and Seller in writing.

5.2 Obligations on Completion

On or before Completion, each party must carry out the Completion steps referable to it in accordance with Schedule 3.

5.3 Simultaneous actions at Completion

In respect of Completion:

(a) the obligations of the parties under this agreement are interdependent;

(b) all actions required to be performed are taken to have occurred simultaneously on the Completion Date.

6 Obligations before Completion

6.1 Conduct of Business

(a) Until Completion, the Seller must:

(i) carry on the Business in the ordinary course;

(ii) observe its obligations under the Contracts;

(iii) preserve the Goodwill;

(iv) maintain all of the Assets at normal levels;

(v) not vary, waive any right or obligation under, or terminate any Contract;

(vi) not without the prior written approval of the Buyer:

(A) incur any liabilities, whether actual or contingent, present or future, quantified or unquantified other than in the ordinary course of Business;

(B) create any Encumbrance over the Business or all or any of the Assets;

(C) enter into any new employment, consultancy or independent contractor agreement or amend any term of any current employment, consultancy or independent contractor agreement;

(D) enter into any new contract or other commitment;

(E) cancel any indebtedness for money owed to the Seller, or waive any claim or right to settlement of any claim, action or proceeding; or

(F) alter its product pricing, rebates or discounts policies other than in the ordinary course of business.

(b) The Seller must:

(i) prior to Completion, finalise the two customers that either use Antennae or Quantum AI or have agreed to use Antennae or Quantum AI; and

(ii) for a period of six months after the execution date of this agreement, release at least 2 ASX announcements a month on the progress of Antennae or Quantum AI.

6.2 Approval by Buyer

During the period prior to Completion, any material management and operational decisions in relation to the Business and the Assets must be taken in consultation with and subject to the approval of the Buyer.

6.3 Access until Completion

Until Completion, the Seller must give the Buyer or any person who has the Buyer's written authority and has agreed to the Seller's reasonable confidentiality requirements, reasonable access to Employees and to allow any of those persons to:

(a) observe the conduct of the Business; and

(b) examine any of the Records (including without limitation, computerised information relating to software licences, source codes, staff and contracts) relating to the affairs of the Business held by the Seller.

6.4 Data

Prior to Completion, the Seller must ensure that all archived data and information relating to the Business is converted into a format reasonably acceptable to the Buyer for delivery or full access to the Buyer at Completion, including but not limited to github repository access.

6.5 Insurance

Until Completion, the Seller must maintain insurance of the Assets and the Business covering such risks and for such amounts as are maintained in accordance with the Seller's current business practice.

6.6 Seller's Warranties

(a) The Seller must not fail to do anything within its control as a result of which any of the Seller Warranties are breached or become untrue, inaccurate or misleading.

(b) The Seller must promptly and before Completion notify the Buyer in writing on becoming aware before Completion that a breach of Seller Warranty has occurred or is likely to occur. The notice must contain details of that breach reasonably sufficient to allow the Buyer to consider the effect of the breach on the Business and the Assets.

7 Contracts

7.1 Assignment

If the Assets include the benefit of Contracts (including in relation to any Intellectual Property Rights) which cannot effectively be assigned to the Buyer without the consent of a third party or except by an agreement or novation:

(a) prior to and after Completion, the Seller and the Buyer must use all reasonable endeavours to obtain consent to assignment or to procure a novation of particular Contracts specified by the Buyer; and

(b) unless and until consent is obtained or such Contracts are novated the Buyer must for its own benefit and to the extent that the Contracts permit, perform on behalf of the Seller (but at the Buyer's expense) all the obligations of the Seller arising after Completion.

7.2 Assignment and covenant

Subject to clause 7.1:

(a) the Seller must assign to the Buyer with effect on and from Completion all the Seller's right, title and interest to the Contracts to the intent that on and from Completion all rights and obligations of the Seller vest in, and must be undertaken and exercised and performed by the Buyer; and

(b) the Buyer must observe and perform all the covenants, terms, conditions and agreements to be observed or performed by the Seller under the Contracts after the Completion Date.

7.3 **Indemnity by the Buyer**

The Buyer must indemnify the Seller and keep the Seller indemnified at all times in respect of any Claim which the Seller may suffer sustain or incur by reason or on account of any non-performance or non-observance by the Buyer on or after the Completion Date of any of the covenants terms conditions or agreements to be observed and performed by the Seller under the Contracts.

7.4 **No merger**

For the avoidance of doubt, the provisions of this clause 7 do not merge on Completion.

8 Debtors, creditors & prepayments

8.1 **Seller retains Debtors and Creditor Claims**

(a) The Seller acknowledges and agrees:

(i) all Debtors of the Business remain the property of the Seller; and

(ii) all Creditor Claims against the Business and Claims by Employees and any other liability for expenditure incurred or any other liability accrued by the Seller in the conduct of the Business before the Completion Date remain the obligation of the Seller.

(b) The Seller agrees to satisfy all Creditor Claims on or prior to Completion.

(c) The Seller indemnifies and agrees to keep indemnified the Buyer against all Liabilities suffered or incurred by the Buyer as a result of or in connection with all Excluded Liabilities.

8.2 **Revenue from the Completion Date**

All revenue earned in respect of the sale of goods or provision of services in connection with the Business from the Completion Date is the property of the Buyer and all liability for expenditure incurred by the Buyer after the Completion Date is the obligation of the Buyer.

8.3 **Receipt of money**

If after the Completion Date the Seller or Buyer receives a payment which should have been paid to the other under this clause 8, then the party receiving such payment must account to the other party for the money received without any deduction or set-off within seven days of receipt of the payment.

8.4 **Assistance**

The parties agree to give reasonable assistance to and co-operate with the other in settling and collecting accounts due to or payable by either after the Completion Date.

9 Notice to employees, customers and suppliers

Within 10 days of Completion, at the option of the Buyer, the Buyer and the Seller must send to Employees and each of the customers and suppliers of the Business a notice in a form agreed between the Seller and the Buyer informing them of the sale of the Business to the Buyer.

10 Termination before completion

10.1 Termination by the Buyer

The Buyer may terminate this agreement at any time prior to Completion by notice in writing to the Seller if:

(a) an Insolvency Event has occurred in respect of the Seller;

(b) the Buyer becomes aware (whether through notification under clause 6.6(b) or otherwise) that a breach of the Seller's Warranties has occurred and the Seller has not agreed, within five Business Days of written notice from the Buyer to the Seller to pay reasonable compensation to the Buyer for the Loss arising from that breach; or

(c) the Seller is otherwise in breach of an obligation under this agreement and, if that breach is capable of remedy, has not rectified that breach within 10 Business Days of written notice from the Buyer to the Seller setting out the substance of the breach.

10.2 Termination by the Seller

The Seller may terminate this agreement at any time prior to Completion by notice in writing to the Buyer if:

(a) an Insolvency Event has occurred in respect of the Buyer; or

(b) the Buyer is in breach of an obligation under this agreement and, if that breach is capable of remedy, has not rectified that breach within 10 Business Days of written notice from the Seller to the Buyer setting out the substance of the breach.

10.3 No other right to terminate or rescind

No party may terminate or rescind this agreement (including on the grounds of any breach of warranty or misrepresentation which occurs or becomes apparent prior to Completion) except as permitted under clause 2.6 or this clause 10.

10.4 Other remedies

No termination of this agreement under this clause 10 nor any failure to terminate even when entitled to do so, lessens a party's rights to claim damages or exercise other remedies available to it arising from any breach of this agreement by the other party.

11 Post completion obligations

11.1 Responsibilities following Completion

Except to the extent that a party's liability for any Claim or Loss is limited or qualified under this agreement:

(a) the Buyer is responsible for all debts, liabilities and obligations of the Business and of the Buyer in respect of the period following Completion and the Buyer must indemnify and keep the Seller indemnified in relation to all such debts, liabilities and other obligations; and

(b) the Seller is responsible for all debts, liabilities and obligations of the Business and of the Seller in respect of the period before Completion and the Seller must indemnify and keep the Buyer indemnified in relation to all such debts, liabilities and other obligations.

11.2 **Assistance**

(a) The Seller must for the 90 days following Completion (at the cost of the Buyer) cause at least two existing members of the management staff of the Seller to:

(i) be available for at least 10 hours per week to assist the Buyer in relation to the Business operations;

(ii) introduce the Buyer to the suppliers and customers of the Business and use best endeavours to induce suppliers and customers to continue to deal with the Business; and

(iii) provide such information and explanations in relation to the Business operations as the Buyer may reasonably require.

(b) The Seller and its Personnel will act in good faith after Completion to maintain the integrity of the Business and Goodwill.

(c) The Buyer and the Seller will use reasonable endeavours to:

(i) ensure that the Business and the Buyer's existing business establish an integration program over the first four months following the Completion with the aim to secure synergies and efficiencies; and

(ii) agree compensation for the two existing members of the Seller's management staff who will assist with Buyer in relation to the Business operations.

11.3 **Wrong Pockets**

(a) If after Completion, the Buyer or the Seller becomes aware that the legal title to, or beneficial interest in, any Asset remains vested in, possessed by or registered to the Seller (**Missing Asset**) that party must notify the other party of the Missing Asset.

(b) Promptly, and in any event on demand by the Buyer, and on terms that no additional consideration is provided by any person, the parties must:

(i) execute, or procure the execution of, all such agreements or documents as may be necessary for the purposes of transferring (free of Encumbrance) all right, title and interest in the Missing Asset to the Buyer; and

(ii) do, or procure to be done, all such further acts or things and procure the execution of all such other documents as are appropriate to give effect to clause 11.3(b)(i).

11.4 **Business records**

(a) After Completion the Seller must, after reasonable written notice from the Buyer, allow the Buyer and its representatives during normal business hours to inspect and take copies of relevant documents held by the Seller (including without limitation, computerised information) relating to the affairs of the Business and that do not comprise part of the Records provided to the Buyer on Completion.

(b) After Completion the Buyer must, after reasonable written notice from the Seller, allow the Seller and its representatives during normal business hours to inspect and take copies of the Records (to the extent that they relate to any period before Completion).

11.5 **Business restrictions**

(a) In consideration of the Buyer entering into this agreement with the Seller and in order to protect the goodwill of the Business, the Seller and each Restrained Person must not, and must procure that none of their Associates does, either directly or indirectly in the Restraint Areas and during the Restraint Periods:

(i) participate, establish, provide finance or otherwise be directly or indirectly involved in any way whatsoever, in any business that is the same or similar to or competitive with any part of the Business;

(ii) solicit, canvass or approach any person who was at any time during the 12 months ending on the Completion Date a customer of the Seller or the Business with a view to obtaining their custom in a business that is the same or similar to the Business or is in competition with the Business (including as the Business is conducted from time to time during the Restraint Period);

(iii) employ, solicit or entice away from the Business, any person who was, at any time during the period of 12 months prior to the Completion Date, an officer, manager, consultant or employee of the Business and who was employed or engaged by the Buyer on or after the Completion Date whether or not that person would commit a breach of contract by reason of leaving the Business;

(iv) interfere or cause to interfere directly or indirectly with the relationship between the Business and its customers, employees or suppliers which includes employing, soliciting or enticing away from the Business any contractor, supplier or customer of the Business or act in any way to assist any of them to terminate their engagement or arrangements with the Buyer;

(v) in the course of carrying on any trade or business, claim, represent or otherwise indicate any ongoing association with the Business or the Buyer;

(vi) at any time after the Completion Date, use or disclose or permit any other person to use or disclose any Confidential Information; or

(vii) counsel, procure or otherwise assist any person to do any of the acts referred to in this clause 11.5,

without the prior written consent of the Buyer, which may be withheld in its sole and absolute discretion.

(b) The Seller and each Restrained Person is subject to the restraint set out in clause 11.5 whether they act solely or jointly with any other person or on behalf of any other person or corporation or trust and whether acting as principal, agent, director, executive officer, employee, shareholder, beneficiary, partner, joint venturer, adviser, consultant, trustee, financier, contractor, manager, associate, unit holder or member or on behalf of any other person or corporation or trust or through an agent or independent contractor.

11.6 Severability

(a) Each of the Restraint Areas and each of the Restraint Periods are severable and have an independent operation from each other in the order in which they are defined.

(b) If one or more of the Restraint Areas or the Restraint Periods constitutes an undue restraint of trade or is otherwise contrary to public policy or public interest or is unenforceable or illegal, that fact does not affect:

(i) the other Restraint Area and Restraint Periods; or

(ii) the remainder of this agreement which continues to operate in full force and effect.

(c) The parties intend the Restraint Area and the Restraint Period to operate to the maximum extent, and the Seller acknowledges and agrees that both the maximum Restraint Area and the maximum Restraint Period are fair and reasonable in the context of the restraints set out in clause 11.5.

11.7 Exceptions

This clause 11 does not restrict the Seller or a Restrained Person from:

(a) performing any employment with the Buyer;

(b) holding five percent or less of the shares of a company listed on a stock exchange; or

(c) holding Buyer Shares.

11.8 Acknowledgements

The Seller and each Restrained Person acknowledges and confirms that:

(a) the prohibitions and restrictions contained in this clause are reasonable and necessary to protect the value of the goodwill of the Business;

(b) the Seller and each Restrained Person has received valuable consideration or a valuable benefit for agreeing to the covenants in this clause 11;

(c) the prohibitions and restrictions as contained in this clause are for the benefit of the Buyer with effect from the Completion Date;

(d) after Completion, the Seller and each Restrained Person must promptly and at their own cost, refer to the Buyer any enquiry made to them in respect of the Business, and must not refer such enquiry to any person other than the Buyer; and

(e) damages may not adequately compensate the Buyer or for a breach under clause 11.5, and accordingly, in addition, and without prejudice to any other remedy which the Buyer may have, the Buyer is entitled to seek and obtain injunctive relief in any court of competent jurisdiction.

11.9 Prohibited use of names

In consideration of the Buyer entering into this agreement and in order to protect the goodwill of the Business, the Seller and the Restrained Person must not use any of the Intellectual Property Rights in any business, undertaking, company name or trading name after Completion, or any name confusingly similar to the Intellectual Property Rights.

12 Seller Warranties and Restrained Person Warranties

12.1 Seller Warranties

(a) The Seller represents and warrants to the Buyer that each of the Seller’s Warranties is true and accurate as at the date of this agreement and as at Completion.

(b) The Seller acknowledges that the Buyer has executed this agreement, and agreed to take part in the transactions provided for by this agreement, in reliance on the Seller’s Warranties.

12.2 Restrained Person Warranties

Each Restrained Person represents and warrants to the Buyer that each of the Restrained Person Warranties is true and accurate as at the date of this agreement and as at Completion.

12.3 Application of Warranties

Each of the Seller Warranties and the Restrained Person Warranties:

(a) does not merge on Completion; and

(b) does survive after Completion; and

(c) is separate and independent and is not limited by reference to any other Warranty.

(d) except as otherwise expressly provided in this Agreement, the representations and warranties of the Seller and the Restrained Person contained in this Agreement shall survive Completion for a period of nine (9) months following the Completion Date (the "**Survival Period**"), after which time they shall expire and be of no further force or effect; provided that no claim for indemnification in respect of any such representation or warranty may be brought after the expiration of the Survival Period, except to the extent that a notice of claim has been delivered in accordance with this Agreement prior to the expiration of such period.

12.4 **General Warranty Indemnities**

(a) The Seller indemnifies and agrees to keep indemnified the Buyer against all Liabilities suffered or incurred by the Buyer as a result of or in connection with a breach of any of the Seller Warranties for a period of nine (9) months following Completion.

(b) Each Restrained Person indemnifies and agrees to keep indemnified the Buyer against all Liabilities suffered or incurred by the Buyer as a result of or in connection with a breach of any of the Retrained Person Warranties for a period of nine (9) months following Completion.

13 Buyer Warranties

(a) The Buyer warrants and represents to the Seller on the date of this agreement and on Completion, that:

(i) it has the power and authority to enter into and perform its obligations under this agreement;

(ii) the execution, delivery and performance of this agreement by it will constitute legal, valid and binding obligations of it, enforceable in accordance with its terms;

(iii) no meeting has been convened, resolution proposed, petition presented or order made for its winding up and no administrator, receiver, receiver and manager, liquidator, provisional liquidator or other officer of a court has been appointed in relation to any of its assets and no mortgagee has taken or attempted or indicated in any manner any intention to take possession of any of its assets, and it is solvent and able to meet its debts as and when they fall due;

(iv) the execution, delivery and performance of this agreement:

(A) will not violate any legislation or rule of law or regulation, authorisation, consent or any order or decree of any Governmental Agency;

(B) will not violate its constitution or any legislation, rules or other document constituting that party or governing its actions;

(C) will not violate any instrument to which it is a party or which is binding on it or any of its assets, and

(D) other than provided for in this agreement will not result in the creation or imposition of any Encumbrance or restriction of any nature on its assets;

(v) it has taken all action and obtained all consents necessary to enter into and perform its obligations under this agreement; and

(vi) the Consideration Shares will be free of Encumbrances and third party rights.

(b) Each of the warranties in this clause is to be construed independently of the others and is not limited by reference to any other warranty.

(c) The Buyer acknowledges that the Seller has entered into this agreement in reliance on the warranties in this clause.

14 Confidentiality and announcements

14.1 General obligation

(a) Subject to clause 14.1(b), each party must keep confidential:

(i) the existence and terms of this agreement (and any draft of this agreement);

(ii) all negotiations in connection with it and the transactions contemplated by it; and

(iii) all confidential information relating to the Business,

(together, **Confidential Information**) and must ensure that their respective Personnel do likewise.

(b) A party may disclose Confidential Information:

(i) on a confidential basis to its advisers (including bankers and lawyers) to enable them to advise in connection with this agreement (including its administration or enforcement);

(ii) to a person whose consent is needed in connection with this agreement if the party seeking consent uses reasonable endeavours to get the consenting person to agree/gets the consenting person to agree to keep the information confidential (and then only to the extent that the consenting person needs to know the information in order to decide whether to consent);

(iii) if that information is in the public domain (other than because the party has disclosed it in breach of this agreement);

(iv) if the party lawfully had the information before it was disclosed to them in connection with this agreement;

(v) with the consent of each other party;

(vi) in proper course of legal or other proceedings relating to this agreement;

(vii) if required by law or by an authority such as a Governmental Agency, court, tribunal or the rules of a recognised stock exchange; or

(viii) if this agreement, or any non disclosure agreement signed by the parties in relation to the Business that is still in force, expressly requires or permits a party to disclose information, but only after consulting with each other party beforehand as to the content and timing of the disclosure.

14.2 Press announcements

Unless required to be disclosed by the rules of a recognised stock exchange, no party may make any public or press announcement or statement concerning this agreement or Completion without the prior written approval of the Buyer and the Seller.

14.3 Confidentiality obligations of Buyer

(a) If this agreement terminates prior to Completion, the Buyer must, and must ensure that its Personnel, continue to keep confidential and do not use any Confidential Information except as permitted by clause 14.1.

(b) Following Completion, the Buyer must, and must ensure that its Personnel, continue to keep confidential the existence and terms of this agreement (and any draft of this agreement) and all negotiations in connection with it and the transactions contemplated by it except as permitted by clause 14.1.

14.4 Confidentiality obligations of Seller

(a) If this agreement terminates prior to Completion, the Seller and each Restrained Person must, and the Seller must ensure that its Personnel, continue to keep confidential, the existence and terms of this agreement (and any draft of this agreement) and all negotiations in connection with it and the transactions contemplated by it except as permitted by clause 14.1.

(b) Following Completion, the Seller and each Restrained Person must, and the Seller must ensure that its Personnel, continue to keep confidential and do not use any Confidential Information except as permitted by clause 14.1.

15 Notices

(a) A Notice under this agreement must be in writing and signed by or on behalf of the sender addressed to the recipient and:

(i) delivered by personal service;

(ii) sent by pre-paid mail; or

(iii) sent email,

to the recipient's address set out in Schedule 1 of this agreement.

(b) A Notice given to a person in accordance with this clause is treated as having been given and received:

(i) if delivered in person, on the day of delivery;

(ii) if sent by pre-paid mail within Australia, on the third Business Day after posting; and

(iii) if sent by pre-paid airmail to an address outside Australia or from outside Australia, on the fifth Business Day (at the address to which it is posted) after posting;

(iv) if sent by email, on the day of transmission, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered.

(c) A party may change its address for service by giving Notice of that change to each other party.

(d) If a Notice is sent by any method other than pre-paid mail, and that Notice is received:

(i) on a day which is not a Business Day; or

(ii) after 5pm on a Business Day,

that Notice is deemed to be received at 9am on the next Business Day.

(e) A Notice sent or delivered in a manner provided by this clause 15 must be treated as validly given to and received by the party to which it is addressed even if the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent.

(f) If the party to which a Notice is intended to be given consists of more than one person then the Notice must be treated as given to that party if given to any of those persons.

16 General

16.1 Stamp duty and costs

(a) The Buyer must bear all stamp duty (including any penalties) payable or assessed in connection with this document and any document required by or contemplated under this agreement.

(b) Except as expressly stated otherwise in this agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this agreement.

16.2 Governing law and jurisdiction

(a) This agreement is governed by and is to be construed in accordance with the laws applicable in Western Australia.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

16.3 Severability

(a) Subject to clause 16.3(b), if a provision of this agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this agreement.

(b) Clause 16.3(a) does not apply if severing the provision:

(i) materially alters the scope and nature of this agreement or the relative commercial or financial positions of the parties; or

(ii) would be contrary to public policy.

16.4 Further assurance

Each party must promptly do whatever any other party reasonably requires of it to give effect to this agreement and to perform its obligations under it.

16.5 Consents

Except as expressly stated otherwise in this agreement, a party may conditionally or unconditionally give or withhold consent to be given under this agreement and is not obliged to give reasons for doing so.

16.6 Rights, powers and remedies

(a) Except as expressly stated otherwise in this agreement, the rights of a party under this agreement are cumulative and are in addition to any other rights of that party.

(b) A party’s failure or delay to exercise a right, power or remedy does not operate as a waiver of that right, power or remedy.

(c) A single or partial exercise or waiver by a party of a right relating to this agreement does not prevent any other exercise of that right or the exercise of any other right.

(d) A party may exercise a right, power or remedy (including giving or withholding its approval or consent) entirely at its discretion (including by imposing conditions).

(e) In exercising, or deciding not to exercise, a right, power or remedy, a party is not required to take into account any adverse effect on another party.

(f) Each party agrees to comply with the conditions of any approval, consent or waiver given by another party.

(g) Waiver of a right, power or remedy is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

(h) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

16.7 Amendment

This agreement may only be varied or replaced by a document executed by the parties.

16.8 Assignment

No party may assign, charge, encumber or otherwise deal with any rights and obligations under this Agreement, or attempt or purport to do so, without the prior written consent of each of the other parties.

16.9 Counterparts and electronic execution

This agreement may be executed electronically and may be executed in counterparts. Without limitation, the parties agree that their communication of an offer or acceptance of this agreement, including exchanging counterparts, may be by any electronic method that evidences that party's execution of this agreement.

16.10 Entire understanding

(a) This agreement contains the entire understanding between the parties as to the subject matter of this agreement.

(b) Except in relation to any non disclosure or similar agreement signed by the parties in relation to the Business that is still in force, all previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this agreement and are of no effect. No party is liable to any other in respect of those matters.

(c) No oral explanation or information provided by any party to another:

 (i) affects the meaning or interpretation of this document; or

 (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

16.11 Execution by attorney

Where this agreement is executed by an attorney, that attorney, by executing, declares that it has no notice of revocation, termination or suspension of the power of attorney under which it executes this agreement.

16.12 Time of the essence

(a) Time is of the essence of this agreement.

(b) If the parties agree to vary a time requirement (including in this agreement), the time requirement so varied is of the essence of this agreement.

(c) An agreement to vary a time requirement set out in this agreement must be in writing.

Schedule 1

Party Details

1 Seller Details

Seller Name	Notice details of Seller
Credissential Inc.	Address: 191 Ordze Avenue, Sherwood Park, Alberta, T8B 1M6, Canada Email: [redacted] Attention: Colin Frost

2 Restrained Person Details

Restrained Person Name	Notice details of Restrained Person
Colin Frost	Address: [redacted] Email: [redacted] Attention: Colin Frost

3 Buyer Details

Buyer Name	Notice details of Buyer
Codeifai Limited ACN 108 649 421	Address: [redacted] Email: [redacted] Attention: John Houston

Schedule 2

Conditions

No	Condition	Party who has benefit	Party who has responsibility
1	**(Buyer's due diligence) –** the Buyer being satisfied with the outcome of its legal, accounting, taxation, commercial, insurance, and management due diligence investigations into the Business and the Assets.	**Buyer**	**Buyer and Seller**
2	**(Buyer's shareholder approval)** - the Buyer's shareholders having approved the issue of Consideration Shares to the Seller (or its nominee).	**Buyer and Seller**	**Buyer**
3	**(No Material Adverse Change) –** there has been no Material Adverse Change between the date of this agreement and date of satisfaction of Condition 1.	**Buyer**	**Seller**
4	**(No Breach of Warranty) –** there has been no breach of any of the Seller's Warranties or the Restrained Person Warranties between the date of this agreement and date of satisfaction of Condition 1.	**Buyer**	**Seller**

Schedule 3

Completion Steps

1 Obligations of the Seller

1.1 The Seller must on or before Completion:

(a) (**Assets**) deliver to the Buyer duly signed transfer and similar forms in respect of all Assets that require such forms for their transfer;

(b) (**Intellectual Property Rights**) assign and transfer absolutely all its right, title and interest in all Intellectual Property Rights by delivering to the Buyer deeds of assignment or transfers all in form and substance reasonably required by the Buyer;

(c) (**Business name**) obtain from the Australian Securities and Investments Commission a consent-to-transfer reference number for each business name included in the Intellectual Property Rights and provide them to the Buyer;

(d) (**possession**) permit the Buyer to take possession of all Assets at the location where they are usually retained;

(e) (**Records**) deliver to the Buyer the Records;

(f) (**Escrow Deed**) deliver to the Buyer a counterpart of an Escrow Deed, duly executed by the Seller (or its nominee);

(g) (**Intellectual property licences**) deliver to the Buyer executed transfers or assignments in favour of the Buyer of all intellectual property licences;

(h) (**Deeds of Assignment or Novation**) deliver to the Buyer duly executed Deeds of Assignment or Novation, as determined by the Buyer in writing to the Seller of the Contracts;

(i) (**Release of Encumbrances**) deliver evidence satisfactory to the Buyer of the release of all Encumbrances over the Business and the Assets;

(j) (**consents and approvals**) deliver to the Buyer signed copies of all required governmental and regulatory approvals or other third party approvals and consents to the actions required by this agreement;

(k) (**Termination and release**) deliver evidence satisfactory to the Buyer confirming the release of any rights or entitlements which the Seller may have in relation to the Intellectual Property Rights;

(l) (**General**) deliver to the Buyer such other documents and material and do all other things reasonably required to effect the transfer of the Business and the Assets to the Buyer on Completion and perform all other obligations to be performed by the Seller on Completion under this agreement; and

(m) (**Keys and codes**) deliver to the Buyer all computer systems including programs used under the Software Licences, all social media accounts and all other Assets.

2 Obligations of the Buyer

On Completion the Buyer must:

(a) (**Consideration Shares**) issue to the Seller (or its nominee) the Consideration Shares; and

(b) (**Escrow Deed**) deliver to the Seller a counterpart of an Escrow Deed, duly executed by the Buyer.

Schedule 4

Seller Warranties

1 Title to Assets

The Seller is the legal owner of the Business and the Assets and has the legal right to sell the Business and the Assets to the Buyer free from all mortgages and Encumbrances, and the Buyer will acquire full legal and beneficial ownership of the Assets on Completion.

2 Legal Capacity and Authority of Seller

(a) The Seller is duly incorporated under the Province of British Columbia and has full power and authority to enter into, exercise its rights and perform and comply with its obligations under this agreement.

(b) This agreement has been duly executed by the Seller and is legal, valid and binding against the Seller in accordance with its terms.

(c) The Seller is not bound by any contract, arrangement or understanding (written or unwritten) which may restrict its right or ability to enter into or perform this agreement.

(d) The execution and delivery of this agreement has been properly authorised by all necessary corporate action of the Seller, and all required approvals for the sale and transfer of the Assets and the Business, including under the constitution of the Seller and any trust deed of the Seller, have been granted.

(e) The Seller has full corporate power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement.

(f) The execution, delivery and performance by the Seller of this agreement and the transactions contemplated by this agreement does not or will not (with or without the lapse of time, the giving of notice, or both) contravene, conflict with, or result in a breach of or default under:

(i) any provision of the constitution or trust deed of the Seller;

(ii) any material term or provision of any security arrangement, undertaking, agreement or deed; or

(iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound.

3 Assets

(a) The Assets:

(i) comprise all the assets used in the conduct of the Business as a going concern; and

(ii) are in the possession of the Seller.

(b) The Seller's technology platform is structurally complete, operates without error and is fit for purpose.

(c) Pending Completion, the Business will continue to be carried on by the Seller in the ordinary course so as to maintain the same as a going concern and the Seller will not conduct or manage the Business in such a manner as would be likely to prejudice the interest of the Buyers as a prospective Buyer of the Business or the Assets.

4 Litigation

(a) The Seller is not engaged (whether as defendant or plaintiff) in any litigation or arbitration or other legal proceedings in connection with the Business or any of the Assets or any officer, Employee, contractor, consultant or agent, and, to the knowledge of the Seller, there are no Claims pending or threatened in respect of which verbal or written communication has been received by the Seller in respect of the Business or any of the Assets.

(b) The Seller is not in default with regard to any of contractual obligations in connection with the Business.

5 Government and Regulatory

(a) The Seller conducts the Business in accordance with all applicable laws and holds all Approvals necessary for the conduct of the Business.

(b) The Seller has not committed or omitted to do any act or thing in connection with the Business or the Assets the commission or omission of which is in contravention of any Approvals or legislation.

(c) There is nothing that might prejudice the continuance or renewal of any Approvals held by the Business.

6 Accounts and financial information

6.1 Statutory Accounts

The Statutory Accounts:

(a) accurately disclose a true and fair view of the affairs, financial position and assets and liabilities (actual and contingent) of the Business as at the Accounts Date and of the income, expenses and results of operations of the Business for the financial year ending on the Accounts Date;

(b) have been prepared in accordance with all applicable laws and the Accounting Standards for the year ended on the Accounts Date; and

(c) contain proper and adequate provisions for all liabilities, whether actual or contingent as at the Accounts Date.

6.2 Earnings before interest, tax, depreciation and amortisation

The earnings before interest, tax, depreciation and amortisation of the Business for the financial year ending the Accounts Date is at least as shown in the Accounts.

6.3 Pre Completion Date events

From the date of this agreement and up until and including the Completion Date:

(a) the Seller has carried on or will carry on the Business in its ordinary and usual course and has not entered into and will not enter into any contracts or arrangements other than in the ordinary course of the Business;

(b) the Seller has not acquired or disposed of or dealt with any material assets nor entered into any agreement or option to acquire or dispose of any assets other than in the normal course of the Business and will not do so;

(c) the Business has not defaulted and will not default in paying any creditor;

(d) the Seller has not implemented any new accounting or valuation method for the Business or the Assets, and will not do so;

(e) no loans or distributions (including dividends) have been made, nor will be made by the Seller to Employees;

(f) no bonuses or other cash payments have been paid or will be paid by the Seller (or Related Bodies Corporate of the Seller as the case may be) to any Employee, consultant or agent;

(g) the Seller has not dealt with and will not deal with any person except at arm's length relating to the Business; and

(h) no customer or supplier of the Business has:

(i) stopped trading with it which adversely affects the Business;

(ii) materially reduced its trading with it; or

(iii) altered its trading terms in a manner adverse to the Business; or

(iv) so far as the Seller is aware as at Completion, will or have indicated it may do so following Completion.

7 Solvency

(a) No receiver administrator liquidator or statutory manager has been appointed in respect of the whole of any part of the Business or the Assets and no application or order has been made or will prior to Completion have been made, for the winding up of the Seller.

(b) No circumstances exist which will, with the passing of time or giving of notice or making of a court order or resolution of directors may, result in the insolvency or bankruptcy of the Seller or the appointment of a receiver administrator liquidator or statutory manager of the whole or any of the Business or the Assets or its external administration.

8 Contracts and commitments

8.1 Profit sharing

The Seller is not party to any contract in terms of which it is or will be bound to share profits, pay any royalties or waive or abandon any rights.

8.2 Binding Contracts

No Contract:

(a) is outside the ordinary and proper course of the Business;

(b) is incapable of being fulfilled or performed on time, or only with undue or unusual expenditure of money or effort;

(c) is not on arm's length terms; or

(d) is with a person controlling or controlled by the Seller or Related Bodies Corporate of the Seller.

8.3 Contracts affected by this agreement

No party is entitled under any Contract because of any change in the legal or beneficial ownership of the Assets or any of them, or the compliance with this agreement:

(a) to terminate the Contract or accelerate the maturity or performance of any obligation; or

(b) to require the adoption of terms less favourable to the Seller; or

(c) to do anything which would adversely affect the Business or the Assets.

8.4 No default

No party to any Contract:

(a) is in default; or

(b) but for the requirement of notice or lapse of time or both, would be in default and the default could be reasonably expected to have a material adverse effect on the Business or the Assets or the financial condition or prospects of the Business.

8.5 Offers

No outstanding offer, tender, quotation or the like given or made by the Seller relating to the Business is capable of giving rise to a contract merely by any unilateral act of a third party.

8.6 No guarantee or warranty

Other than as disclosed to the Buyer, the Seller is not liable under any guarantee or warranty and has no foreign currency exposure.

9 Intellectual Property Rights

9.1 Intellectual Property complete

Each registration of an Intellectual Property Right is valid and in full force and effect. No person has sought or threatened to seek the cancellation of any registration.

9.2 No infringements

(a) No right, title or interest in the Intellectual Property Rights is presently being infringed or under threat of infringement or subject to a claim of invalidity.

(b) To the knowledge of the Seller conduct of the Business by the Seller does not infringe the confidential information or intellectual or industrial property rights of any other party, nor has there been at any time a claim of such infringement.

9.3 Ownership

The Seller has acquired from all of its employees, consultants and any other person engaged on their behalf, all rights arising out of any intellectual property created by any of those persons while engaged or employed by the Seller in connection with the Business.

9.4 Confidential Information of the Business

No disclosure has been made to any person of any Confidential Information except in the ordinary and proper course of the Business, on receipt of a valid and legally enforceable undertaking to keep the information confidential.

9.5 Intellectual Property Rights

(a) The Seller owns or is legally entitled to use all of the Intellectual Property Rights.

(b) The Intellectual Property Rights are sufficient for the operation and conduct of the Business.

(c) No disruption has occurred, or as far as the Seller is aware is likely to occur, in the functioning of any of the Intellectual Property Rights so as to disrupt the continuous and efficient ongoing conduct of the Business.

(d) The Seller has and continuously maintains an effective, efficient and accessible documented information technology disaster recovery system.

9.6 Moral Rights

Prior to the Completion Date:

(a) the Seller's employees, contractors or other third parties will have assigned their moral rights to the Seller; or

(b) the Seller will obtain from employees, contractors or other third parties consents that allow the Buyer to do any acts in respect of those copyright works or other copyright subject matter that would otherwise constitute an infringement of their moral rights.

10 Insurance

10.1 No claims

(a) There are no claims relating to the Business made by the Seller or any person on their behalf including under any insurance policy held or previously held by the Seller which are outstanding.

(b) As far as the Seller is aware, no event has arisen which may give rise to such a claim under any insurance policy.

10.2 No notice

The Seller has not been notified by any insurer that they are required, or it is advisable for them, to carry out any maintenance, repairs or other works in relation to any of the Assets.

11 Records and corporate matters

11.1 Accounts and records

All accounts, books, ledgers and financial and all other records of the Business:

(a) have been fully and properly maintained and contain in all material respects complete and accurate records of all matters required to be entered in them by any relevant legislation and the Accounting Standards;

(b) do not contain or reflect any material inaccuracies or discrepancies;

(c) give a true and fair view of the trading transactions, state of affairs, results, financial and contractual position and assets and liabilities of the Business at the respective dates of their preparation;

(d) are in the possession and unqualified control of the Seller; and

(e) Employee records, contain adequate and suitable records regarding the service of each Employee.

11.2 **Assistance**

(a) Until Completion, the Seller must give the Buyer or any person who has the Buyer's written authority and has agreed to the Seller's reasonable confidentiality requirements, reasonable access to Employees.

(b) The Seller must for the 90 days following Completion, cause at least two existing members of the management staff of the Seller to be available for at least 10 hours per week to assist the Buyer in relation to the Business operations.

12 Powers of attorney

There is no power of attorney or other authority in force by which a person is able to bind the Business.

13 Tax

(a) All stamp duty and other similar tax payable in respect of every Asset has been duly paid.

(b) To the knowledge of the Seller having made all reasonable enquiries, there is no outstanding liability for Tax of any kind in relation to the Seller or the Business or the Assets which has not been expressly provided for in the Accounts.

(c) The purchase of the Business and the Assets contemplated by the terms and conditions set out in this agreement is not subject to any Taxes.

14 Accurate information

(a) To the Seller's knowledge having made all reasonable enquiries, the information provided by the Seller and the information set out in this agreement, including the Schedules and Annexures, is complete and accurate and none of that material is misleading whether by inclusion of misleading information or omission of material information or both.

(b) The Seller, in the Seller's opinion (acting reasonably), has disclosed to the Buyer all information that a prospective buyer would reasonably require for the purpose of making a decision whether to acquire the Assets and the Business.

(c) To the Seller's knowledge as at the date of this agreement, having made all reasonable enquiries, the Seller is not aware of any fact or circumstance which might reasonably be expected to materially and adversely affect the Business or the Assets.

Schedule 5

Restrained Person Warranties

1 Restrained Person Warranties

(a) The execution and delivery of this agreement has been properly authorised by all necessary action of each Restrained Person.

(b) Each Restrained Person has full power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement and each transaction contemplated by this agreement to be performed by it.

(c) This agreement constitutes a legal, valid and binding obligation of each Restrained Person, enforceable in accordance with its terms by appropriate legal remedy.

(d) The execution, delivery and performance by each Restrained Person of this agreement and each transaction contemplated by this agreement does not contravene, conflict with or result in a breach of or default under:

(i) any material term or provision of any security arrangement, undertaking, agreement or deed; or

(ii) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

Schedule 6

Voluntary Escrow Deed

Voluntary Escrow Deed

between

Codeifai Limited
ACN 108 649 421
(**Company**)

and

The holder detailed in Item 2 of the Schedule
(**Holder**)

This deed is made on 30th June 2025

between	Codeifai Limited ACN 108 649 421 (**Company**)
and	The holder detailed in Item 2 of the Schedule (**Holder**)

Recitals

D The Holder has agreed to subscribe for Consideration Shares and voluntarily agrees that some of the Consideration Shares will be Escrowed Securities.

E The Holder has agreed that the Escrowed Securities will be subject to voluntary escrow restrictions during the Escrow Period on the terms set out in this deed.

Now it is agreed as follows:

1 Definitions and Interpretations

1.1 Definitions

In this deed:

Asset Sale and Purchase Agreement means the Asset Sale and Purchase Agreement between the Company and the Holder dated on or around the date of this deed.

Associate has the meaning given in the Corporations Act.

ASX means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange it operates, as the context requires.

ASX Listing Rules means the official Listing Rules of the ASX as in force from time to time.

ASX Settlement means ASX Settlement Pty Limited ACN 008 504 532.

Bid Class Securities has the meaning given by clause 3.1 of this deed.

Business Day means a day other than a Saturday, Sunday or public holiday on which banks are open for business in Perth, Western Australia.

CHESS means Clearing House Electronic Subregister System operated by ASX Settlement.

Completion Date has the meaning given to that term in the Asset Sale and Purchase Agreement.

Consideration Shares has the meaning given to that term in the Asset Sale and Purchase Agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

Dispose means to sell, transfer, encumber, assign or otherwise dispose or agree to do any of those things directly or through another person by any means, including the following:

(a) granting or exercising an option;

(b) using an asset as collateral; and

(c) transferring an economic interest,

and **Disposed**, **Disposal** and **Disposing** have the equivalent meaning.

Escrow Period means the period set out in item 3 of the Schedule.

Escrowed Securities means the securities set out in item 3 of the Schedule (as appropriately adjusted (if applicable) in accordance with the ASX Listing Rules and applicable law for any reorganisation of capital undertaken by the Company).

Holding Lock has the meaning given by section 2 of the ASX Settlement Operating Rules of ASX Settlement.

Loss means any loss, damage, cost, charge, liability (including tax liability) or expense (including legal costs and expenses).

Relevant Interest has the meaning given in the Corporations Act.

Schedule means the schedule to this deed.

Share means a fully paid ordinary share in the capital of the Company.

1.2 Interpretation

In this deed:

(a) the singular includes the plural and vice versa;

(b) a reference to a party includes its successors, personal representative and transferees;

(c) a reference to time is to legal time in Perth, Western Australia and a reference to a day or a month means a calendar day or calendar month;

(d) every warranty or agreement (express or implied) in which more than one person joins, binds them individually and any combination of them as a group; and

(e) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation.

2 Escrow Restrictions

2.1 Holder restrictions

During the Escrow Period, the Holder must not Dispose of, or agree or offer to Dispose of, any Escrowed Securities except as permitted by clause 3.

2.2 Holding Lock

(a) The Company may, in its sole discretion, apply a Holding Lock to the Escrowed Securities during all or any part of the Escrow Period (if the Escrowed Securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock during all or any part of the Escrow Period (if the Escrowed Securities are in a CHESS holding).

(b) Subject to clause 3, the Holder consents to:

(i) the Company entering the Escrowed Securities on an issuer sponsored sub-register; and

(ii) the application of a Holding Lock on the Escrowed Securities during all or any part of the Escrow Period.

(c) For the avoidance of doubt, the Holder also consents to the refusal of the Company and/or its share registry to process or register any paper-based transfer of the Escrowed Securities during the Escrow Period other than as permitted under clause 3.

2.3 No restrictions on voting and distributions and dealings required by law

For the avoidance of doubt, nothing in this deed prohibits, restricts or otherwise limits the entitlement of the Holder as a shareholder of the Company to:

(a) exercise, or control the exercise of, a right to vote attached to the Escrowed Securities (and no voting rights attached to the Escrowed Securities are conferred on the Company pursuant to this deed);

(b) receive or participate in any dividends or other distributions in respect of the Escrowed Securities pari passu with all other holders of Shares; or

(c) deal with any or all of the Escrowed Securities if required by applicable law to do so (including by order of a court of competent jurisdiction).

3 Exceptions to Escrow

3.1 Takeovers

If a takeover bid (including a proportional takeover bid) is made in accordance with the Corporations Act for securities in the Company in the same class as the Escrowed Securities (**Bid Class Securities**), then, subject to compliance with applicable laws, the Holder may accept that offer for all or part of the Escrowed Securities or execute an irrevocable undertaking to do so, provided that:

(a) persons with a Relevant Interest in 50% or more of the Bid Class Securities (excluding the Escrowed Securities) have accepted the bid; and

(b) in the event takeover bid does not become unconditional, the Holding Lock will continue to apply to the Escrowed Securities in accordance with the terms of this deed.

Each party acknowledges and agrees that it has not entered into this deed to construct a defence against a takeover offer.

3.2 Scheme of arrangement

Subject to compliance with applicable laws, the Escrowed Securities may be Disposed of or cancelled pursuant to a merger by way of compromise or arrangement under Part 5.1 of the Corporations Act upon such compromise or arrangement becoming effective.

3.3 Transfer to Associate

The Holder may Dispose of any or all of the Escrowed Securities to an Associate controlled by the Holder provided that:

(a) the underlying beneficial ownership of the Escrowed Securities does not change;

(b) the Holder gives the Company not less than 10 Business Days of notice of its intention to Dispose of the Escrowed Securities;

(c) the Disposal would not result in an extension to the Escrow Period; and

(d) the Holder procures that prior to any such Disposal occurring, the Associate undertakes to be bound by the provisions of this deed by the execution of a deed of accession in a form acceptable to the Company.

3.4 Requirement of applicable law

The Holder may deal with any or all of the Escrowed Securities as required by applicable law (including an order of a court of competent jurisdiction).

4 Warranties

(a) The Holder represents and warrants to the Company at all times during the Escrow Period:

(i) that the Holder has the power to enter into and perform this deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;

(ii) the Holder, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed; and

(iii) prior to the Escrow Period, the Holder has not done, or omitted to do, any act that would result in it Disposing of any or all of the Escrowed Securities such that it will take effect during the Escrow Period.

(b) A breach of any of these warranties is a breach of this deed.

5 Consequences of Breaching this Deed

(a) If the Holder breaches this deed, or the Company believes that a prospective breach of this deed is reasonably likely to occur, the Company may take the steps necessary to prevent the breach, or to enforce this deed.

(b) If the Holder breaches this deed, each of the following applies:

(i) the Holder must take the steps necessary to rectify the breach;

(ii) the Company may take the steps necessary to enforce this deed;

(iii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer, conversion or other Disposal of any of the Escrowed Securities; and

(iv) the Company may recover damages from the Holder, to the extent the Company suffers any Loss as a result of that breach.

(c) The provisions of this clause 5 are in addition to other rights and remedies of the Company.

6 Termination

(a) This deed terminates with immediate effect and without the action of any party upon the earlier to occur of:

(i) expiry of the Escrow Period; or

(ii) 5:00pm on the date which is two years after the date of this deed.

(b) The Company will procure that its share registry releases the Holding Lock (if any) in respect of the Escrowed Securities, if still in effect, as soon as reasonably practicable following termination of this deed.

7 General

7.1 Costs

Each party must pay its own costs in relation to:

(a) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made under; and

(b) the performance of any action by that party in compliance with any liability arising under,

this deed, or any agreement or document executed or effected under this deed, unless this deed provides otherwise.

7.2 **Assignment**

A party must not transfer any right or liability under this deed without the prior consent of the other party, except where this deed provides otherwise.

7.3 **Notices**

(a) Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

(i) delivered or posted to that party at its address set out in the Schedule; or

(ii) emailed to that party at its email address as set out in the Schedule.

(b) If a party gives the other party three Business Days of notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest address or email address.

(c) Any notice or communication is to be treated as given at the following time:

(i) if delivered, when it is left at the relevant address;

(ii) if it is sent by post, three (or, in the case of a notice or communication posted to another country, nine) Business Days after it is posted; and

(iii) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, two hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

(d) However, if any notice or communication is given on a day that is not a Business Day or after 5:00pm on a Business Day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

7.4 **Amendment**

This deed may not be changed or waived without the written consent of all parties to it.

7.5 **Waiver**

The Company may waive at any time any of the restrictions imposed under clause 2:

(a) on such terms and conditions; and

(b) in respect of such number of Escrowed Securities,

as the Company determines in its sole discretion, by written notice to the Holder.

7.6 **Counterparts**

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one deed.

7.7 **Jurisdiction**

The laws of Western Australia apply to this deed. The parties submit to the jurisdiction of the courts of Western Australia.

7.8 **Electronic execution**

The parties give their consent to the execution of this deed by electronic signature for the purposes of entering into this deed and all other matters pertaining to it. The parties agree that the electronic signature of a party to this document shall be as valid as an original signature of such party and shall be effective to bind such party to this deed.

Schedule

1 Company's name and address

Name:	Codeifai Limited ACN 108 649 421
Attention:	John Houston
Address:	[redacted]
Email address:	[redacted]

2 Holder's name and address:

Name:	Credissential Inc.
Attention:	Colin Frost
Address:	191 Ordze Avenue, Sherwood Park, Alberta, T8B 1M6, Canada
Email address:	[redacted]

3 Particulars of Escrowed Securities and Escrow Period

Escrowed Securities	Escrow Period
1/3 of the Consideration Shares	Nil
1/3 of the Consideration Shares	Means the period: • commencing on the Completion Date; and • ending at 5:00pm on the date that is 3 months from the Completion Date.
1/3 of the Consideration Shares	Means the period: • commencing on the Completion Date; and • ending at 5:00pm on the date that is 6 months from the Completion Date.

Executed as a deed

Executed as a deed by **Codeifai Limited** ACN 108 649 421 in accordance with section 127 of the *Corporations Act 2001* (Cth):

[redacted]	[redacted]
Director	*Director/*Company Secretary
JOHN HOUSTON	
Name of Director BLOCK LETTERS	Name of *Director/*Company Secretary BLOCK LETTERS *please strike out as appropriate

Executed as a deed by **Credissential Inc.** in accordance with the laws of its place of incorporation:

Director	*Director/*Company Secretary
Name of Director BLOCK LETTERS	Name of *Director/*Company Secretary BLOCK LETTERS *please strike out as appropriate

Executed as a deed

Executed as a deed by **Codeifai Limited** ACN 108 649 421 in accordance with section 127 of the *Corporations Act 2001* (Cth):

Director	Director
Name of Director BLOCK LETTERS	Name of Director BLOCK LETTERS

Executed as a deed by **Credissential Inc.** in accordance with the laws of its place of incorporation:

[redacted]	[redacted]
Director	Director
COLIN FROST	**WILLIAM PAGE**
Name of Director BLOCK LETTERS	Name of Director BLOCK LETTERS

Executed as an agreement

Executed by **Credissential Inc.** in accordance with the laws of its place of incorporation:

[redacted]

Director

[redacted]

Director

COLIN FROST

Name of Director
BLOCK LETTERS

WILLIAM PAGE

Name of Director
BLOCK LETTERS

Signed by
Colin Frost
in the presence of:

[redacted]

Witness signature

[redacted]

[redacted]

COLIN FROST

Executed by **Codeifai Limited ACN 108 649 421** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Director

Director

Name of Director
BLOCK LETTERS

Name of Director
BLOCK LETTERS

Executed as an agreement

Executed by **Credissential Inc.** in accordance with the laws of its place of incorporation:

Director

*Director/*Company Secretary

Name of Director
BLOCK LETTERS

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate

Signed by
Colin Frost
in the presence of:

COLIN FROST

Witness signature

Executed by **Codeifai Limited ACN 108 649 421** in accordance with section 127 of the *Corporations Act 2001* (Cth):

[redacted]

Di[redacted]

JOHN HOUSTON

Name of Director
BLOCK LETTERS

[redacted]

*Director/*Company Secretary

Name of *Director/*Company Secretary
BLOCK LETTERS
*please strike out as appropriate