7th May 2025

Mr Brad Jones

Dear Brad

Letter of Appointment – Non-Executive Director

OKA Holdings Pty Ltd (**Company**) is pleased to offer you a position as a non-executive director of the Company.

The purpose of this letter is to detail the terms and conditions on which, subject to your acceptance of the offer, you will be appointed as a non-executive director of the Company.

1. Term of Appointment

Your appointment will become effective as of 9th May 2025 subject to your acceptance.

You will continue to be a director of the Company until:

(a) you advise the Company in writing of your resignation, noting that whilst no formal notice period applies, it is desirable that you give the board of the Company (**Board**) reasonable forewarning of your intention to resign or not seek re-election where that is possible so that the Company can plan for succession of skills and experience on the Board;

(b) the close of any meeting of the shareholders of the Company (**Shareholders**) at which a resolution for your election or re-election is not approved; or

(c) on such date or in such circumstances as may otherwise be determined in accordance with the Company's constitution (as amended from time to time) (**Constitution**), the *Corporations Act 2001* (Cth) (**Corporations Act**) or any other applicable law.

You are expected to review your membership of the Board from time to time taking into account, among other things, your length of service on the Board, age, qualifications and experience and the needs and direction of the Company.

This letter will not create any relationship between the Company and you of employer and employee, and you will not be an employee of the Company. To avoid doubt, prior to your appointment as a non-executive director, your engagement will be as independent contractor to the Company and not as an employee.

2. Time Commitment Envisaged

As a non-executive director of the Company, you will attend a number of Board, committee and shareholder meetings each year. It is envisaged that your attendance at Board and committee meetings may be by telephone or other technology. The Company will provide you with advance notice of the proposed meeting dates in accordance with the Constitution. Papers to be considered at meetings will be distributed to Directors in advance of meetings to enable sufficient time for their pre-meeting review.

In addition, you are expected to dedicate such of your time as is necessary to prepare for each meeting and ensure that you discharge your duties as a director of the Company. By agreeing to the terms of this letter, you are confirming that you are able to allocate sufficient time to meet the expectations of your role. You should seek the agreement of the Board before accepting additional commitments that might affect the time you are able to devote to your role as a director of the Company.

3. Power and Duties

The strategic direction and control of the business of the Company is vested in the Board. All directors must make decisions objectively in the best interests of the Company. The key matters reserved to the Board are detailed in the Company's Corporate Governance Policies. You shall exercise your power and duties as a non-executive director always in accordance with the Constitution, the Corporations Act and any other applicable law.

4. Board Committees

Currently, no Board committees have been established and the Board presides over matters such as the setting of remuneration levels and audit matters.

The Company may establish certain committees, such as remuneration, audit and risk management committees, and you may be asked to be a member of one or more of these committees as part of your role as a director of the Company. Upon your appointment to any committee, you will be given notice of the functions you will be required to carry out as a member of that committee.

5. Fee

You will be paid a fee of $1 per annum (exclusive of compulsory superannuation, if any) that will be paid quarterly in arrears (**Fee**) until the Company has achieved a capitalisation that exceeds $10,000,000. The Fee shall be deemed to include any fees receivable by you as a director of the Company (including for service on any committees of the Board) or any other company or unincorporated body in which you hold office as a nominee or representative of the Company or any group company. The Fee will be subject to annual review by the Board and approval of the Company's shareholders (if required).

You are entitled to additional fees or other amounts as the Board determines where you perform special duties or otherwise perform services outside the scope of the ordinary duties of a non-executive director.

The Company will reimburse you for all reasonable and properly documented expenses incurred in performing the duties of your office.

On termination of your appointment, you will be paid your Fees, and any other fees that you are entitled to, on a pro-rata basis, to the extent that they are unpaid, up to the date of termination.

6. Performance

Following your appointment as a non-executive director, you will fulfil your responsibilities and duties in a proper and efficient manner and use your best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of the Company and its related bodies corporate.

The Board may, at any time during the term of your appointment, review your performance as a non-executive director in accordance with processes agreed by the Board from time to time. You agree to participate in any such reviews. A recommendation as to your re-appointment may be made in notices of meeting or other material provided to Shareholders.

7. Other Interests

It is accepted and acknowledged that you may have other directorships and/or business interests other than those of the Company and that you have declared any conflicts that are apparent at present.

It is your responsibility to keep the Board informed of any other interests which may result in you having a material personal interest in a matter being considered by the Company or which may lead to a conflict of interest. You are also required to notify any changes in these interests which may occur. Such matters should be immediately disclosed, either at a Board meeting or in writing to the other directors.

Any material interests may be required to be disclosed in the Board minutes, the annual report and the accounts under the Listing Rules and the Corporations Act.

8. Background Checks

By agreeing to the terms of this letter you:

(a) consent to the Company conducting any background or other checks the Company would ordinarily conduct when considering the appointment of a director; and

(b) agree to provide all assistance reasonably requested by the Company for the purpose of conducting the checks.

9. Corporate Governance

The Company takes its commitment to corporate governance very seriously. The Company expects each of its directors to comply with all of the Company's policies while a director. By agreeing to the terms of this letter, you agree that you have read the policies and charters of the Company agree to comply with such policies and charters (and any amended policy or charter which replaces any of them) while you are a director of the Company.

10. Independent Professional Advice

You may seek independent professional advice, at the expense of the Company, on any matter connected with the discharge of your responsibilities. However, prior approval of the other directors of the Company is required, which will not be unreasonably withheld.

11. Indemnification and Insurance

Each of the directors will be offered the benefit of a Deed of Indemnity, Insurance and Access (**Deed of Indemnity**). It should be noted that some of the provisions of the Deed of Indemnity (particularly relating to run-off cover) may be subject to shareholder approval under the Corporations Act.

Pursuant to the Deed of Indemnity, the Company will:

(a) indemnify the director against any liability incurred by the director, to the fullest extent permitted by applicable law;

(b) reimburse, subject to prior approval being obtained, the director for any reasonable expenses of obtaining any independent professional advice in relation to the proper discharge of his or her powers and duties as a director; and

(c) ensure that the director is insured under a directors' and officers' insurance policy.

You will also be included in the Company's directors' and officers' insurance policy.

12. Confidentiality and Access to Company Records

All information acquired during your term on the Board is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior written clearance from the other directors of the Company.

Your attention is also drawn to the requirements under the Listing Rules and Corporations Act as to the disclosure of price sensitive information. You should avoid making any statements that might risk a breach of these requirements without prior written clearance from the other directors of the Company.

By agreeing to the terms in this letter, you agree to be bound by the confidentiality provisions in Schedule 1 to this letter.

13. Company Constitution

By agreeing to the terms in this letter, you agree to be bound by the terms of the Constitution (as amended from time to time). A copy of the Constitution is attached.

14. Governing Law

This agreement is governed by the laws of Western Australia.

15. Consent to Act

The Corporations Act requires a proposed director of the Company to consent to act as a director prior to their appointment. Enclosed at Schedule 2 to this letter is the form of consent to act, which if you have not already provided to the Company, you must complete and provide to the Company prior to your appointment as a director of the Company. By returning the consent to act you agree to be bound by the terms and conditions contained in this letter, including the schedules.

If you agree to the terms and conditions on which you will become a non-executive director of the Company, as contained in this letter, please sign and return the duplicate of this letter together with the other information requested.

Yours faithfully

OH Barnes

Oliver Barnes

Executive Chairman

I, Brad Jones, agree and accept the terms and conditions in this letter:

____

Date:

Schedule 1 – Confidentiality

For the purposes of this letter "Confidential Information" includes all information of whatever nature relating to the Company which you receive from the Company or any of its officers, employees or advisers, whether in oral or written form.

It is understood that the following obligations shall not apply to Confidential Information or such of it which:

(a) at the time of disclosure is within the public domain or after disclosure comes into the public domain, other than by reason of breach of any of the undertakings below;

(b) is already lawfully in your possession or becomes lawfully available to you (other than in your position as a director of the Company); or

(c) is required to be disclosed by you pursuant to an order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body or by the rules of any listing authority or securities exchange on which the shares of the Company are listed or traded or by the laws or regulations of any country with jurisdiction over the affairs of the Company.

In consideration of Confidential Information being made available to you by the Company you undertake to the Company that:

(a) you will treat and safeguard as private and confidential all the Confidential Information received or held by you at any time;

(b) you will not, except in connection with the proper performance of your duties or with the prior written consent of the Company, disclose any Confidential Information to any person;

(c) you will not duplicate the Confidential Information save as may be required in the execution of your duties;

(d) you will only make contact or discuss the Confidential Information with those officers, employees, contractors or advisers of the Company as the Company may nominate from time to time and you will not discuss the Confidential Information with anyone other than those nominated representatives of the Company;

(e) you will not make any public announcement in relation to the Confidential Information;

(f) you will ensure that proper and secure storage is provided for the Confidential Information;

(g) when your appointment ceases, or at any time at the request of the Board, you shall immediately return all Confidential Information to the Company; and

(h) you will not, contrary to the insider trading prohibitions in the Corporations Act or any other applicable law:

    (i) deal with, subscribe for, purchase, sell, or enter into an agreement to deal with, subscribe for, purchase or sell, any securities of the Company;

    (ii) cause or procure another person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell any securities of the Company; or

    (iii) directly or indirectly communicate or cause any portion of the Confidential Information to be communicated to another person if you know or ought to reasonably know that the other person would or would be likely to deal, or cause or procure another person to deal, in any securities of the Company.

You acknowledge that the Company and its directors and officers are governed by the Corporations Act and the Listing Rules which impose strict obligations (and severe penalties) on the Company and its directors and officers concerning the disclosure and use of market sensitive information and inside information.

In the event that you become legally required to disclose any Confidential Information, prompt notice shall be given in advance to the Company. You will fully cooperate with the Company in the event that the Company elects to challenge the validity of such requirements.

Schedule 2 – Director Consent

The Directors

OKA Holdings Pty Ltd

ACN 680 722 025

Consent to Act as Director

I, Brad Jones, consent to act as a director of OKA Holdings Pty Ltd ACN 680 722 025 (**Company**) with effect from the date of signing below.

I confirm that I am not restricted by the *Corporations Act 2001* (Cth) from appointment as a director or from taking part in the management of a corporation.[1]

In accordance with the *Corporations Act 2001* (Cth) I submit the following information to be entered into the Company's register and lodged with ASIC:

Full Name: Bradley Richard Jones

Date of Birth: 27th January 1972

Place of Birth:

Usual Residential Address:

....

Signature

Date

Name

[1] Grounds on which a person is, or may be, disqualified from being a director or a secretary of a company are set out in Corporations Act Pt 2D.6. They include being an undischarged bankrupt or convicted of certain offences relating to management of corporations or dishonesty. This paragraph is directed to disclosure of any such restriction.