OKA HOLDINGS PTY LTD

ACN 680 722 025

Shareholders Agreement

Contents

THIS AGREEMENT is made the 10 of July 2025

Parties

Company	Name:	**OKA Holdings Pty Ltd**
	ACN:	680 722 025
	Address:	Suite 12, 162 Colin Street, West Perth, WA 6005
	Email:	info@okaaustralia.com
Existing Shareholder		Set out in Schedule 1
New Shareholders		Executors of New Shareholders Deed as per Schedule 4

Recitals

A. As on the date of this Agreement, the Shareholders and Parties to the Agreement are set out in **Schedule 1**.

B. As on the date of this Agreement, the Directors are as set out in Item 1 of **Schedule 2**.

C. As on the date of this Agreement, the issued share capital of the Company as held by the Shareholders is set out in Item 2 of **Schedule 2**.

D. The parties have agreed to enter into this Agreement to regulate their respective rights and responsibilities as members of the Company, to record their aims and objectives in relation to the Company and to provide for the operation and administration of the Company.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals, the following expressions have the following meanings unless inconsistent with the context:

Agreement means this Shareholders Agreement, as amended, varied or replaced from time to time.

Associate means:

(a) where the person or party referred to is a corporation any:

- (i) director or secretary of that corporation;
- (ii) a Related Entity of that corporation;
- (iii) a director or secretary of a Related Entity of that corporation; or
- (iv) a director appointed by the party pursuant to clause 4; and

(b) where the person or party referred to is either a natural person or a corporation:

- (i) a person or party in partnership with whom the person or party carries on business;
- (ii) the trustee of a trust in which the person or party is a beneficiary;
- (iii) a director or shareholder of a body corporate of which the person or party is also a director or shareholder;
- (iv) the beneficiaries of any trust of which the person or party is the trustee; and
- (v) any brother, sister, spouse, or relative of the person or party.

Auditor means the certified public accountant who is registered in Australia that has been appointed by the Shareholders as the Auditor to the Company.

Board means all or some of the Directors acting as a board.

Budget means the budget for the Company prepared and adopted under clause 6 from time to time.

Business *means* OKA Holdings Pty Ltd (ACN 680 722 025)*,* an Australian proprietary limited company registered in Western Australia, trading as 'OKA Australia', and any of its subsidiaries, affiliates, successors, or permitted assigns. OKA Holdings Pty Ltd is engaged in the research &

development, design, engineeting, manufacturing, remanufacturing, and commercialisation of all-terrain light rigid vehicles under the "OKA" brand, including but not limited to the development, licensing, leasing and distribution of modular all terrain vehicle platforms such as the OKA Gen 5 Series.

Business Day means a day other than a Saturday, Sunday or a public holiday in Western Australia.

Business Plan means the business plan for the Company and the Business prepared under clause 6 from time to time.

Chairperson means the Director referred to in clause 4.10.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statue or otherwise.

Confidential Information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of this Agreement relating to the business, technology or other affairs of the Company or the Shareholders including:

(a) the terms of this Agreement; and

(b) all Intellectual Property Rights, trade secrets, business plans, financial, marketing, systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), or any other information which is indicated to be subject to an obligation of confidence, owned or used by or licensed to the Company,

other than Excluded Information.

Constitution means the constitution of the Company from time to time or the rules of organisation applicable to the Company pursuant to the Corporations Act.

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

Directors means the directors of the Company from time to time, initially being the person referred to in Item 1 of Schedule 2.

Employee Share Plan means the employee share plan to be adopted by the Company and referred to in clause 7.

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, Security Interest, title retention, preferential right or trust arrangement, Claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect**.**

Excluded Information means Confidential Information which:

(a) is in, or becomes part of, the public domain other than through breach of this Agreement or an obligation of confidence owed to the Company; or

(b) a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Company or a Shareholder (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or

(c) a party acquires from a source other than the Company or a Shareholder where the source is entitled to disclose it.

Exit means either:

(a) Initial Public Offering (IPO)**:** the admission of the Company (or its holding company) to listing, trading, or quotation on any recognised stock exchange; the closing of an IPO;

(b) Share Sale: the sale or transfer of more than 75 of the issued share capital of the Company to one or more third parties who are not existing shareholders;

(c) Merger or Acquisition**:** a merger, amalgamation, consolidation, or similar transaction resulting in the shareholders of the Company (immediately prior to the transaction) holding less than a majority of the voting power of the surviving or resulting entity; or

(d) Other Liquidity Event**:** any other transaction or series of transactions, approved by the Board and (if applicable) the Shareholders, which has the effect of enabling the Shareholders to realise their investment in the Company.

Fair Market Value means an amount determined under clause 10.12(b).

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Insolvency Event means in relation to a body corporate:

(a) an administrator of the body corporate being appointed under the Corporations Act;

(b) the body corporate executing a deed of company arrangement otherwise than for the purpose of an amalgamation or reconstruction;

(c) the entry by the body corporate into a scheme of arrangement or a composition with, or assignment for the benefit of, all or any class of its creditors, or a moratorium involving any of them, otherwise than for the purpose of an amalgamation or reconstruction;

(d) the body corporate being insolvent as defined under the Corporations Act;

(e) the body corporate being or stating that it is unable to pay its debts when they fall due;

(f) the appointment of a receiver or receiver and manager in respect of the body corporate or any part of its property;

(g) the making of a winding up order, or the passing of a resolution for winding up, in respect of the body corporate except for the purposes of reconstruction or amalgamation; or

(h) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction;

and in relation to a person other than a body corporate means:

(i) the bankruptcy of the person concerned;

(j) the appointment of an official manager in respect of all or any part of the property of the person concerned;

(k) the entry by the person concerned into a scheme of arrangement or a composition with, or assignment for the benefit of, all or any class of its creditors, or a moratorium involving any of them;

(l) the person concerned being or stating that it is unable to pay its debts when they fall due;

(m) a valid application being made (which is not dismissed within 30 Business Days) for an order, resolution being passed or any other bona fide action being taken to cause anything described above; or

(n) anything analogous to or of similar effect to anything described above under the law in any relevant jurisdiction.

Intellectual Property Rights means all present and future rights to:

(a) trade marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and

(b) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

IPO means an initial public offering of Shares or shares in a holding company of the Company in conjunction with a listing or quotation of Shares or shares in a holding company of the Company on a recognised stock exchange.

New Shareholder Deed means a deed in substantially the same form as that set out in Schedule 4.

Parties means the section of this Agreement headed "Parties".

Related Entity has the meaning given in the Corporations Act.

Respective Portion means:

(a) when used in relation to all Shareholders, the proportions which their respective Shareholdings bear to all of the issued Shares; or

(b) when used in relation to less than all the Shareholders, the proportions which their respective Shareholdings bear to their aggregate Shareholdings.

Securities means Shares, any securities or instruments convertible into Shares, and any options to subscribe for any Shares or convertible securities or instruments.

Security Interest has the meaning given under the *Personal Property Securities Act 2009* (Cth).

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

Shareholders means any holder of Shares in the Company from time to time including any person who executes the New Shareholders Deed in the form of 0 and thereby becomes a party to this Agreement.

Share Qualification means holding Shares greater than or equal to 50% of the issued Shares, or such other percentage as agreed by a Special Resolution of the Shareholders.

Special Resolution means a resolution that has been passed by at least 75% of the votes cast by the Shareholders or Directors at a Shareholders or Directors meeting, as the case may be, entitled to vote on the resolution.

Transfer means sell, transfer, assign or otherwise dispose of or deal with any legal or equitable interest in a Share.

1.2 General Interpretation

In this Agreement unless the context indicates:

(a) (**executors, administrators, successors**) references to any party to this Agreement shall include the executors, administrators, successors and permitted assigns of that party;

(b) (**meaning not limited**) the word "include", “including”, “for example”, “such as”, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

(c) (**singular includes plural**) words importing the singular shall include the plural and vice versa;

(d) (**person**) the word “person” includes an individual, firm, body corporate, partnership, joint venture, an association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency;

(e) (**grammatical form of defined term**) where any word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;

(f) (**headings**) headings included in this Agreement are for convenience only and shall be disregarded in the construction of this Agreement;

(g) (**variations or replacement**) a document (including this Agreement) includes any variation or replacement of it;

(h) (**reference to statutes**) a statute, ordinance, code or other law includes regulations or other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(i) (**law**) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and considerations of any of them);

(j) (**two or more persons**) an Agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

(k) (**jointly and individually**) an Agreement, representation or warranty by two or more persons binds them jointly and each of them individually;

(l) (**calculation of time**) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;

(m) (**reference to a day**) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(n) (**from time to time**) a power, an authority, or a discretion given to the Board, the Directors, the Shareholders or any other person may be exercised at any time and from time to time;

(o) (**reference to a group of persons**) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(p) (**time of day**) time is a reference to Perth, Western Australia, time;

(q) (**dollars**) is a reference to the lawful currency of Australia;

(r) (**recitals and schedules**) the recitals and schedules form part of the terms of this Agreement; and

(s) (**no adverse interpretation**) the Agreement shall not be interpreted adversely to a party merely on the basis that a party prepared or provided it.

1.3 Next Day

If an act under this Agreement to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day.

1.4 Next Business Day

If an event under this Agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

1.5 Inconsistency between this Agreement and Constitution

If there is any inconsistency (whether expressly referred to or to be implied from this Agreement or otherwise) between the provisions of this Agreement and those of the

Constitution, the provisions of the Constitution are to be read subject to this Agreement, and the provisions of this Agreement prevail to the extent of the inconsistency.

2. COMMITMENT TO THE COMPANY AND THE BUSINESS

2.1 Objectives

The objectives of the Company are to support and promote the ongoing development, growth, and commercial success of the Business, with the overarching aim of maximising the profitability and long-term shareholder value of the Company (**Objectives**).

2.2 Shareholders' commitments

Each Shareholder agrees and undertakes:

(a) to devote appropriate resources to ensure that the Objectives are achieved;

(b) to cooperate and use its best endeavours to ensure that the Company successfully carries on the Business;

(c) not to use the Company's or the other Shareholder's Confidential Information in a way which damages or is likely to damage the Company or the other Shareholders;

(d) not to delay unreasonably any action, approval, direction, determination or decision required of the Shareholder;

(e) to give approvals and make decisions required of the Shareholder in the best interests of the Company and the carrying on of the Business as a commercial venture; and

(f) not to do or omit to do anything that will have the potential to or will prejudice the share value of the other Shareholders.

2.3 Relationship of Shareholders

The Shareholders agree:

(a) this Agreement does not create a relationship of employment, trust, agency or partnership between the Shareholders; and

(b) each Shareholder is responsible for its own obligations arising under this Agreement and is not liable for any other Shareholder's obligations.

3. SHAREHOLDER CONTROL AND MEETINGS

3.1 Decisions requiring Special Resolution of the Shareholders

The matters in Schedule 3 of this Agreement require a Special Resolution of the Shareholders.

3.2 Voting rights

The Shareholders entitlement to vote is determined in accordance with the Constitution, this Agreement and the terms of issue of any Shares. At a meeting of Shareholders, the Shareholders entitled to vote must exercise the voting rights attributable to their Respective Proportion.

3.3 Shareholders' meeting quorum

The quorum for a meeting of Shareholders is 51% Shareholders, or their delegates.

3.4 Circulating resolutions of Shareholders

A written resolution signed by 75% of the Shareholders entitled to vote is taken to be a resolution of Shareholders without the need for a meeting. A copy of a written resolution passed in accordance with this clause 3.4 must be provided to each of the Directors and Shareholders as soon as practicable.

4. BOARD CONTROL AND COMPOSITION

4.1 Role of the Board

Subject to the matters requiring a Special Resolution of Shareholders in 0, and subject to the Constitution and the Corporations Act, the Board has the necessary powers and responsibilities for the overall direction and management of the Company.

4.2 Appointment of Directors

(a) As at the date of this Agreement, the Director of the company is listed in Item 1 of Schedule 2.

(b) Each Shareholder holding the Share Qualification is entitled to appoint a Director and will have the right to remove and replace that Director at any time.

(c) Directors, in addition to those appointed under clause 4.2(b), may be appointed by Special Resolution of the Shareholders.

4.3 Removal of Directors

Any Director appointed under clause 4.2(c) may be removed by a Special Resolution of the Shareholders.

4.4 Deemed resignation

(a) If a Shareholder ceases to hold the Share Qualification at any time for more than 5 Business Days or ceases to be a Shareholder of the Company, then the Company may issue a notice to the Director appointed by that Shareholder requiring their resignation.

4.5 Alternate Directors

Subject to the Corporations Act, a Director may appoint a person to be their alternate director, with all powers and rights of the Director, and for any period as the appointing Director thinks fit. An alternate director may vote on any resolution on which the appointing Director could vote.

4.6 Notice of appointment or removal

Each Shareholder which exercises its right to appoint or remove a Director or an alternate director must give written notice to the Company and the other Directors and such appointment or removal will be effective from the date the notice is received by the Company.

4.7 Quorum

(a) Where there are four or more Directors, the quorum for a meeting of Directors is three Directors, including one Director appointed under clause 4.2(b) or 4.2(c).

(b) Where there are two or three Directors, the quorum for a meeting of Directors is two Directors, including one Director appointed under clause 4.2(b) or 4.2(c).

(c) An alternate director will be counted towards the quorum, except where his or her appointor is present.

4.8 Votes of Directors

(a) Each Director has one (1) vote on all matters considered at a meeting of the Board.

(b) Unless otherwise provided in this Agreement, all matters considered at meetings of the Board must be approved by more than 50% of the Directors present (by any means) and entitled to vote, otherwise the motion is deemed not to have been passed.

4.9 Circulating resolutions of Directors

The Directors may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

4.10 Chairperson

(a) Where the votes on any resolution before the Board are equal between those voting for a resolution and those voting against it, the Chairperson will have a casting vote.

(b) The first Chairperson will be Oliver Barnes.

4.11 Director costs and expenses

The Company will pay or reimburse the Directors for their reasonable costs and expenses incurred whilst acting as a Director of the Company.

4.12 Nominee Directors

The parties acknowledge that Directors appointed under clause 4.2(b) or 4.2(c) are nominees of their Shareholders, and accordingly those Directors may, subject at all times to their duties under the Corporations Act 2001 (Cth), report all matters concerning the Company and any deliberations of the Board to the Shareholder who appointed them. Such Directors may take advice and obtain instructions from, and (to the extent permissible by law) take into account the interests of, their appointing Shareholder, provided that any person receiving such information is bound by confidentiality obligations no less onerous than those set out in this Agreement.

5. CONFLICT OF INTEREST

A Shareholder or a nominee Director, appointed by a Shareholder under clause 4.2(b) or 4.2(c), may be counted in forming a quorum for a Board meeting or a Shareholders' meeting, as the case may be, to be held to consider any matter notwithstanding any actual, apparent or potential conflict of interest.

6. BUDGET AND BUSINESS PLAN

6.1 Budget and Business Plan

The Company agrees to carry on the Business in all material respects in accordance with the Objectives.

6.2 Adoption of the Budget and Business Plan

The Directors may adopt a Budget and Business Plan for the Company for each financial year in accordance with the following:

(a) Before the commencement of the financial year, the Company may prepare and distribute to the Directors a draft Budget and Business Plan for the following financial year.

(b) The Directors may consider the draft Budget and Business Plan and adopt a Budget and Business Plan for the next financial year before the commencement of the relevant financial year.

(c) The Budget and Business Plan must:

(i) give Directors a true and fair view of the current and anticipated future financial position of the Company;

(ii) set out in detail particulars of proposed business activities;

(iii) provide details of expected revenue and expenditure;

(iv) contain a monthly forecast profit and loss account, balance sheet and statement of cash flows for the Company;

(v) specify the amount of additional capital (if any) required in the forecast period for the proper conduct of the Business and any business of the Company as set out in the Business Plan;

(vi) contain any such information as the Board requires from time to time.

(d) If the Directors fail to adopt a Budget and Business Plan before the commencement of the financial year then each Shareholder must ensure that its appointed Directors (if any) continue to use their best efforts to adopt a Budget and Business Plan for the financial year.

7. EMPLOYEE SHARE PLAN

7.1 Employee share plan

(a) at any time, the Board may establish an Employee Share Plan to issue Securities to eligible service providers (whether Directors, employees or contractors).

(b) the Employee Share Plan will authorise the Directors to issue Securities under the Employee Share Plan to eligible service providers in their discretion; and

(c) a Shareholder who is issued Shares pursuant to the Employee Share Plan undertakes to comply with the terms of the Employee Share Plan applicable to those Shares.

8. FUNDING OF THE COMPANY

8.1 Working Capital

The Board is responsible for ensuring the Company has access to sufficient working capital to conduct the Business in accordance with the approved Budget and Business Plan. The Board may raise working capital through any combination of: reinvested cash flows, new equity capital, shareholder loans, external borrowing, grants or subsidies; or other financing instruments, provided that:

(a) any capital raising that would result in the issuance of Shares (or convertible securities) that causes dilution in excess of the threshold set out in Schedule 3(e); or

(b) any borrowing or other financial indebtedness that would result in the Company (being OKA Holdings Pty Ltd ACN 680 722 025) incurring liabilities (whether directly or by way of guarantee, indemnity or other credit support) which exceed 25% of its most recent pre-money valuation,

must be approved by a Special Resolution of Shareholders.

For the avoidance of doubt, this excludes project-level, non-recourse or ring-fenced debt secured solely against the assets or revenues of a subsidiary, special purpose vehicle, or project entity, provided that OKA Holdings Pty Ltd is not directly liable.

8.2 Dividend Policy

Subject to the Corporations Act and the financial position of the Company, the Board may, in its sole discretion, declare dividends from time to time. No Shareholder is entitled to a dividend unless and until such dividend is declared by the Board.

9. ALLOTMENT AND TRANSFER OF SHARES

9.1 Allotment of Shares

Unless otherwise agreed by Special Resolution of the Shareholders, an allotment of Shares requires a Special Resolution of Shareholders.

9.2 Transfers of Shares

Subject to clause 15, unless otherwise agreed by a Special Resolution of the Shareholders, a Shareholder must not Transfer any of its Shares unless:

(a) the Transfer is to a Related Entity of that Shareholder; or

(b) the Transfer takes place in accordance with clause 10.

9.3 New Shareholder Deed

Any new Shareholder(s) must sign the New Shareholder Deed and agree to be bound by the terms of this Agreement.

9.4 Restriction on Encumbrances over Shares

A Shareholder may not create an Encumbrance over any of its Shares without a Special Resolution of the Shareholders.

9.5 Holder of Encumbrance bound

The holder of an Encumbrance over Shares must undertake to Shareholders not to Transfer any Share unless that person complies with clause 10.

10. PRE-EMPTIVE RIGHTS AND OTHER TRANSFERS OF SHARES

10.1 Pre-emptive right

A Shareholder proposing to Transfer any Shares (**Seller**) must give notice in writing (**Transfer Notice**) to the other Shareholders and Director(s) that it wishes to Transfer Shares and at the same time deliver to the Director(s) the certificates (if any) for the Shares proposed to be transferred.

10.2 Transfer Notice

A Transfer Notice:

(a) must specify the number and type Shares proposed to be transferred (**Sale Shares**);

(b) may state the Seller does not propose to Transfer any of the Sale Shares unless the whole or a specified number of Sale Shares (**Minimum Number**) is transferred;

(c) in all other respects must indicate the proposed Transfer is not subject to conditions or terms other than those permitted by this clause 10; and

(d) must stipulate a price for the Sale Shares and specify that the price is subject to determination in accordance with clause 10.12(b) if not agreed between the parties.

10.3 Offer and Offer Period

(a) A Shareholder holding Shares may, within 30 days from the date on which the Transfer Notice is served on the Shareholder (**Offer Period**), lodge with the Directors at the registered office of the Company an offer in writing (**Offer**) stating the number of Sale Shares which the Shareholder offers to purchase at the sale price specified in the Transfer Notice or as determined in accordance with clause 10.12(b), as the case may be.

(b) Each Offer must be unconditional and is irrevocable except with the approval of the Directors.

(c) A Shareholder who offers to purchase a stated number of Sale Shares is also to be deemed to have offered to purchase any lesser number of Sale Shares allocated to the Shareholder under this clause 10.

10.4 Allocation of Shares

(a) At the end of the Offer Period, the Director(s):

(i) will be constituted the agents of the Seller for the sale of the Sale Shares that are the subject of the Offers; and

(ii) must give the Seller and any Shareholder who has lodged an Offer, notice in writing specifying the names of any Shareholders who have lodged Offers and the number of Sale Shares allocated to each of them under this clause.

(b) Service of the notice referred to in clause 10.4(a)(ii) constitutes acceptance of any Offer made by a Shareholder to purchase the Sale Shares of the Seller.

(c) If at the end of the Offer Period, the aggregate number of Sales Shares for which Offers have been lodged exceeds the number of Sale Shares referred to in the Transfer Notice, the Sale Shares must be transferred to the Shareholders who:

(i) hold Shares of the same type as those referred to in the Transfer Notice;

(ii) have lodged Offers as nearly as may be in their Respective Proportions.

(d) If the allocation in clause 10.4(c) would result in a greater number of Sale Shares being transferred to a Shareholder than is specified in the Shareholder's Offer, the excess must be reallocated amongst the remaining Shareholders who have lodged Offers as nearly as may be in their Respective Proportions. This clause applies to that re-allocation and if necessary the process must be repeated until all the Sale Shares referred to in the Transfer Notice have been allocated.

10.5 Transfer of Shares

(a) Subject to clause 10.4(a)(ii), immediately following service of the notice referred to in clause 10.4(a)(ii), the Seller is bound to Transfer to a Shareholder at the sale price as agreed or determined in accordance with clause 10.12(b) the Shares for which Shareholders' Offers have been accepted.

(b) If the Seller defaults in transferring a Share, the Directors may receive the purchase money and nominate a person to execute a Transfer on behalf of the Seller of the Shares to be transferred and if they do so:

(i) the Directors must ensure the name of the purchaser is entered into the register of members of the Company as the holder of the Shares purchased and hold the purchase money in trust for the Seller; and

(ii) a receipt for the purchase money signed by a Director is a good discharge to the purchaser and after the purchaser's name is entered in the register of members of the Company the validity of the purchaser's title may not be questioned by any person.

(c) The Company may require the Seller and/or the purchaser of Shares to pay, or reimburse the Company for, any reasonable administrative, legal, or registry costs incurred by the Company in connection with the Transfer of Shares, including (without limitation) updating the register of members and lodging relevant notifications with ASIC.

10.6 Remaining Sale Share

If at the end of the Offer Period no Offer has been lodged or the aggregate number of Sale Shares for which Offers have been lodged is less than the Minimum Number (if any), the Seller may Transfer any Sale Shares not sold in accordance with clauses 10.4 and 10.5 to a third party transferee within 6 months after the date of the Transfer Notice, provided that such Transfer is not at a price or on terms and conditions which are more favourable to the third party transferee than the price and terms and conditions contained in the Transfer Notice.

10.7 Drag along

If a Shareholder (or several Shareholders) holding at least 75% of the issued Shares ("**Majority Seller**") issues a Transfer Notice specifying all of the Majority Seller's Shares as the Minimum Number of Sale Shares and:

(a) If the Majority Seller's Transfer Notice provides reasonable and accurate details of the structure and proposed terms and conditions of the transaction that the Majority Seller proposes to enter into for the Transfer of its Sale Shares, including the price proposed to be accepted; and

(b) the transaction is:

(i) negotiated and conducted on an arm's length basis; and

(ii) certified in writing by the Board (excluding any conflicted Directors) as being fair and reasonable to all Shareholders;

(c) if at the expiration of the relevant Offer Period the Minimum Number of the Majority Seller's Sale Shares has not been accepted for purchase by the remaining minority Shareholders, then at the expiration of the Offer Period:

(i) the remaining minority Shareholders must Transfer and the Majority Seller must purchase or procure a third party to purchase all of the Shares held by the remaining minority Shareholders for the same price and upon terms and conditions no less favourable than those on which the Majority Seller was proposing to Transfer its Sale Shares in the Transfer Notice; and

(ii) completion of that sale, collection of the purchase moneys and registration of the transfer of all of the minority Shareholders' Shares must occur without delay and will be attended to by the Board who are authorised to receive and account for all moneys and execute and deliver all documents required to effect and complete such Transfer of the minority Shareholders Shares.

10.8 Tag along

If a Shareholder (Seller) proposes to, or has entered into, an Agreement to Transfer to a purchaser any of the Seller's Shares representing 25% or more of the issued Shares of the Company on a fully diluted basis, and in its Transfer Notice to the other Shareholders the Seller includes reasonable and accurate details of the structure and proposed terms and conditions of the agreement to Transfer, including the price and (if available) a copy of any binding or draft transaction documents, and:

(a) any of the remaining Shareholders (or any one or more of them) wishes to join in the Seller's agreement to Transfer and, within 10 calendar days of receiving the Transfer Notice, gives written notice to the Seller (Tag Along Notice) notifying the Seller that it wishes to participate in the Transfer and specifying the number of Shares it wishes to Transfer to the purchaser; and

(b) any of the remaining Shareholders do not give a Tag Along Notice to the Seller within the 10 calendar day period referred to in clause 10.8(a), then the Seller may proceed to complete its agreement to Transfer its Shares as specified in the Transfer Notice, provided that:

  (i) the Seller must also procure the purchaser to purchase the Shares of the Shareholders who have issued Tag Along Notices, on the same terms and conditions (including price) as those applicable to the Seller's Shares; and

  (ii) if the purchaser is unwilling to acquire all such Shares, the Seller must reduce the number of Shares it proposes to Transfer to accommodate the Tagging Shareholders on a pro rata basis, or obtain the written consent of each affected Tagging Shareholder to proceed on adjusted terms; and

  (iii) the Board (excluding any conflicted Directors) must confirm in writing that the proposed Transfer is on an arm's length basis and is fair and reasonable to all Shareholders.

For the avoidance of doubt, this clause does not apply to a Transfer of less than 25% of the issued Shares (on a fully diluted basis), unless such Transfer would result in the purchaser (alone or together with its associates) acquiring a controlling interest in the Company.

10.9 Transfer of other Securities

This clause 10 applies equally to a proposed Transfer of other Securities (which are not Shares) issued by the Company.

10.10 Approval of New Shareholders

No Transfer of Shares to any person who is not already a Shareholder shall be permitted unless:

(a) that person has been approved in writing by either: (i) the Board (acting reasonably); or (ii) a majority of the Shareholders (by number of Shares held); and

(b) that person enters into a Deed of Accession in a form approved by the Board, under which they agree to be bound by the terms of this Agreement as if they were an original party to it.

10.11 Transfer of Shares by Defaulting Shareholders

Where a Shareholder materially breaches this Agreement or any other binding agreement with the Company and fails to remedy such breach within 20 Business Days of notice (Defaulting Shareholder), the Board may, by notice, require that Shareholder to transfer all or part of their Shares to the Company or to other Shareholders. The price payable for such Shares will be:

(a) 90% of Fair Market Value if the Shareholder is a Defaulting Shareholder, provided that such discount is reasonable and reflects the harm or disruption caused to the Company or its other Shareholders.

10.12 Minority Shareholder Consolidation

(a) Subject to clause 10.12(b), if Shareholders holding not less than 75% of the issued Shares (the "Majority Shareholders") resolve by Special Resolution to:

(i) facilitate a bona fide disposal of the Company or its business (whether by share sale, asset sale or otherwise);

(ii) implement a group reorganisation or corporate restructure for bona fide commercial purposes; or

(iii) comply with any requirement of law, regulation, or a Government Agency,

the Company may require any Shareholder holding less than 1% of the issued Shares (each a "Relevant Minority Shareholder") to transfer their Shares to a nominee company incorporated by the Company for that purpose (the "Nominee Company").

(b) The Company must give each Relevant Minority Shareholder not less than 21 days' written notice of the proposed consolidation. Each notice must specify:

(i) the commercial rationale for the consolidation;

(ii) details of the structure and constitution of the Nominee Company;

(iii) confirmation that economic and information rights of Relevant Minority Shareholders will be preserved on a substantially equivalent basis; and

(iv) the proposed completion date.

(c) The Nominee Company must be a proprietary company limited by shares incorporated in Australia and wholly owned by the Company. Its constitution and a deed of arrangement between the Company, the Nominee Company and each Relevant Minority Shareholder must provide that:

(i) each Relevant Minority Shareholder will be the beneficial owner of an interest in the Nominee Company pro rata to their original holding in the Company;

(ii) the Nominee Company will distribute to each Relevant Minority Shareholder all dividends, capital proceeds and other returns received from the Company pro rata to their beneficial interest;

(iii) the directors of the Nominee Company will exercise voting rights in respect of the underlying Shares in the Company in accordance with fiduciary duties owed to all beneficiaries, and (where practicable) in accordance with any directions validly given by the Relevant Minority Shareholders under the deed of arrangement; and

(iv) the deed of arrangement will ensure that Relevant Minority Shareholders retain equivalent information rights and tag-along rights as set out in this Agreement.

(d) Without limiting clause 10.12(c), each Relevant Minority Shareholder must be entitled, through the Nominee Company, to receive:

(i) the same dividends that would have been payable on their original Shares;

(ii) their proportionate share of any capital proceeds or other consideration arising from a disposal of the Company or its assets;

(iii) access to information on substantially the same terms as provided in this Agreement; and

(iv) tag-along rights on any disposal of interests in the Nominee Company, on terms equivalent to clause 10.8.

11. FAIR MARKET VALUE

11.1 Appointment of valuer

If this agreement requires the valuation of an equitable interest or Share under this agreement and the parties cannot agree on that value, the Shareholders must within 10 Business Days of the date on which the need for valuation arises appoint the Auditor, as an expert, to:

(a) determine, within 10 Business Days after being appointed (or such other time specified in this agreement), the Fair Market exiValue of each Share; and

(b) determine a specific value rather than a range of values.

11.2 Process for valuation

(a) In determining the Fair Market Value, the Auditor is to be instructed to conduct the valuation:

(i) in accordance with industry accepted valuation standards, practices and principles;

(ii) with regard to the profit, strategic positioning, future prospects and undertaking of the Company and Business;

(iii) on the basis of an arm's length transaction between an informed and willing seller and an informed and willing buyer under no compulsion to sell or buy, respectively, and without taking into account any restriction on the Transfer of the Shares under this Agreement;

(iv) if the Shareholder whose stake is being valued is an existing Shareholder, having regard to the fact that the Shareholder will cease to be a member of the Company;

(v) having regard to the following valuation methodologies:

(A) comparable companies;

(B) The Berkus Method;

(C) Cost to Duplicate;

(D) VC Method;

(E) precedent transactions; and

(F) discounted forecast cash flows;

(vi) having regard to market costs of capital at the time of the valuation; and

(vii) on any basis that it considers appropriate.

(b) The Shareholders agree that the Fair Market Value determined by the Auditor in accordance with clause 11.2 is to constitute the issue price for the equitable interest or Share.

11.3 Valuation binding

The valuation conducted by the Auditor is conclusive and binding on the Shareholders in the absence of manifest error.

11.4 Costs of Auditor

(a) Subject to clause 11.4(b), the parties agree that the costs of the Auditor in connection with the valuation are to be borne by all Shareholders in their Respective Portions.

(b) Where a valuation is required:

(i) pursuant to clause 10.1, the Shareholder proposing to Transfer any Sale Shares must pay the Auditor's costs of the valuation;

(ii) pursuant to clause 15.2, the Defaulting Party (as defined in clause 15.2) must pay the Auditor's costs of the valuation.

12. CONFIDENTIAL INFORMATION

12.1 Disclosure of Confidential Information

A party may not disclose any Confidential Information to any person except:

(a) with the prior written consent of each other Shareholder;

(b) in the case of the Shareholders, to its employees, officers and agents, and to any Related Entity of the Shareholder;

(c) if it is required to do so by law, a Government Agency or by a stock exchange;

(d) to a bank or other financial institution in connection with any loan or other financial accommodation sought to be arranged for purposes directly relating to investment in the Company;

(e) to professional advisers (including legal advisers) whose duties in relation to the Shareholder or Company under this Agreement require disclosure.

12.2 Disclosure by recipient of Confidential Information

(a) Any party disclosing information (**Discloser**) under clause 12.1 must use all reasonable endeavours to ensure that persons receiving (**Recipient**) Confidential Information from it do not disclose the information except in the circumstances permitted in clause 12.1.

(b) Any breach by a Recipient of any obligation of the Discloser under this clause 12 as to non-disclosure or non-use of Confidential Information will be deemed to be a breach by that Discloser of that obligation.

12.3 Announcements or releases

(a) A party may not make press or other announcements or releases relating to this Agreement and the matters referred to in this Agreement without the prior approval of the other parties to the form and manner of the announcement or release unless and to the extent that disclosure is required to be made by a party by law, by Government Agency or by a stock exchange.

(b) To the extent that the announcement or release is required to be made by the party by law, by a Government Agency or by a stock exchange, the disclosing party must, as far as reasonably possible, consult with the other parties as to the content of any such announcement or release.

12.4 Return of Confidential Information

If a Shareholder ceases to be a Shareholder, it must immediately deliver to the Company all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information under clause 12.1.

12.5 Obligations continue

(a) The rights and obligations of a Shareholder under this clause 12 with respect to confidentiality continue to apply to a Shareholder even after it ceases to be a Shareholder.

(b) This clause survives the termination of this Agreement.

13. REPRESENTATIONS AND WARRANTIES

13.1 Representations and warranties

Each party represents and warrants that:

(a) it has full power and authority to enter into and perform its obligations under this Agreement;

(b) it has had the opportunity to receive independent legal advice regarding this Agreement;

(c) it has taken all necessary action to authorise the execution, delivery and the performance of this Agreement; and

(d) this Agreement constitutes its legal, valid and binding obligations, enforceable in accordance with its terms.

13.2 Trustee representations and warranties

Each party, who holds Shares in the capacity of a trustee of a trust ("**the Trust**"), represents and warrants that:

(a) it is the sole trustee of the Trust, and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) it has the power under the terms of the Trust to enter into and comply with its obligations under this Agreement;

(c) it considers that entry into this Agreement is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained;

(d) it has a right to be indemnified out of the assets of the Trust in respect of obligations incurred by it under this Agreement, and the assets of the Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Trustee has a right to be indemnified out of the Trust assets;

(e) it is not, and has never been, in default under the terms of the Trust;

(f) no action has been taken or proposed to terminate the Trust; and

(g) it and its directors and other officers (where relevant), have complied with their obligations in connection with the Trust.

13.3 Continuing obligation

The representations and warranties given under this clause 13 are continuing obligations for the term of this Agreement.

14. TERMINATION

14.1 Termination

This Agreement will be terminated on the date:

(a) Agreed in writing by all Shareholders;

(b) There is only one Shareholder;

(c) The Company is wound up; and

(d) If a Shareholder has sold all its Shares in the Company (in accordance with the Company's Constitution and this Agreement), the Shareholder will cease to be bound by this Agreement and the Agreement will terminate in so far as the Shareholder is concerned, but will continue as between the other parties; and

(e) completion of an Exit occurs.

14.2 Accrued Rights and Liabilities

Termination of this Agreement will not prejudice any accrued rights or liabilities of a party.

14.3 Certain provisions continue

The termination of this Agreement with respect to a party does not affect:

(a) any obligation of that party which accrued prior to that termination and which remain unsatisfied; and

(b) clause 12, clause **Error! Reference source not found.**, clause 13, clause 18 and any provision of this Agreement which is expressed to come into effect on, or to continue in effect after, that termination.

15. EVENTS OF DEFAULT

15.1 Shareholder defaults

A Shareholder is in default under this Agreement if:

(a) any Shareholder breaches any material obligation under this Agreement;

(b) an Insolvency Event occurs in respect of a Shareholder;

(c) the Shareholder engages in an act of fraud or dishonesty as determined by the Board, acting reasonably and in good faith;

15.2 Default Procedure

If a Shareholder is in default of its obligations under this Agreement as described in clause 15.1 (**Defaulting Party**) then, unless the other Shareholders unanimously agree otherwise, without prejudice to any other rights of a Shareholder under this Agreement or any law, another Shareholder may give:

(a) a notice in writing setting out the default (**Default Notice**) to the Defaulting Party; and

(b) a copy of the Default Notice to a valuer appointed under clause 11.1 together with an instruction to determine the value of the Shares within a period of 30 days after the valuer receives a copy of the Default Notice and in accordance with clause 10.12(b).

15.3 Effect of Default Notice

On serving a Default Notice on the Defaulting Party, the non-defaulting parties have, in addition to and without prejudice to the non-defaulting parties other rights at law or in equity, an option to collectively acquire the Defaulting Party's Shares using the following procedure:

(a) the valuer will prepare valuations of the Defaulting Party's Shares in accordance with clause 10.12(b) and those valuations are final and binding;

(b) the valuer will serve a copy of the valuation on the Defaulting Party and the non-defaulting parties;

(c) the non-defaulting parties will, in their Respective Proportions, unless mutually agreed otherwise, have an option to acquire the Defaulting Party's Shares:

(i) within 30 days after receipt of the Valuer's valuation;

(ii) at a purchase price per share equal to 90% of the valuer's valuation of each of the Defaulting Party's Shares;

(iii) by serving written notice of exercise of the option on the Defaulting Party with a cheque for the purchase price less the following amounts (without duplication):

(A) any reasonable payments incurred by the non-defaulting party for the Defaulting Party; and

(B) the costs of the valuer making the valuations referred to in this clause;

(d) if the non-defaulting parties exercise the option under this clause, the Defaulting Party must immediately deliver to the non-defaulting parties the share certificates for the Defaulting Party's Shares together with executed Share transfers in favour of the non-defaulting parties for each of the Defaulting Party's Shares.

16. DISPUTE RESOLUTION

16.1 Procedure for resolving a Dispute

(a) Where the parties are in dispute as to the terms or effect of this Agreement, or a dispute arises concerning any decision made by the Board, or a dispute or disagreement between the

Shareholders occurs, the parties will endeavour in good faith to resolve the dispute in accordance with this clause.

(b) A Shareholder claiming a dispute has arisen must give a written notice to the Board and the other Shareholders outlining the dispute ("**Dispute Notice**").

(c) During the 20 Business Day period after a notice is received by the Board under clause 16.1(b) (or longer period agreed in writing by the parties to the dispute) ("**Initial Period**") each party to the dispute ("**Disputant**") will endeavour in good faith to resolve the dispute.

(d) If the Disputants are unable to resolve the dispute within the Initial Period, each Disputant agrees that the Board must refer the dispute to the Resolution Institute (or its successor) for appointment of an arbitrator. The arbitration is to be conducted in accordance with the rules of that body. The seat of arbitration will be Perth, Western Australia**,** and the arbitration will be conducted in English. The law governing the arbitration procedure will be the laws of the State of Western Australia.

(e) Subject to clause 16.3, the decision of the arbitrator will be final and binding on the parties.

16.2 Arbitrator's duties

The Arbitrator must act in good faith and the best interests of the Company.

16.3 Appeal rights

The parties agree that if any party is not satisfied with the decision of the Arbitrator, it may appeal the arbitral decision on a question of law to a court of competent jurisdiction within 30 days after receiving the arbitrator's decision. If appeal proceedings are not filed within that timeframe, clause 16.1(e) applies.

16.4 Continuation of performance

Despite the existence of a dispute, the Directors and Shareholders must continue to perform their respective obligations under this Agreement.

17. NOTICES

17.1 Form of all communications

Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be:

(a) in writing; and

(b) duly signed by the sender (if an individual) or an authorised officer of the sender.

17.2 Delivery

(a) Communications must be:

(i) left at the address referred to in the Parties section of this Agreement; or

(ii) sent by prepaid ordinary post to the address referred to in the Parties section of this Agreement;

(iii) or sent by email.

(b) If the intended recipient has notified a change of address, then communications must be delivered or sent to that address.

17.3 When taken to be received

If communications are sent by post, they are taken to be received four (4) Business Days after posting. If sent by email then when the sender receives an automated message confirming delivery;

17.4 Receipt outside business hours

Despite clause 17.3, if notices are received after 5.00 pm in the place of receipt or on a non-Business Day, they are to be taken to be received at 9.00 am on the next Business Day.

18. GENERAL

18.1 Amendments

This Agreement may only be amended by written agreement between all parties.

18.2 Assignment

None of the Shareholders has the right to assign its rights or obligations under this Agreement to any person or corporation without the prior written consent of all Shareholders, whose consent may not be unreasonably withheld.

18.3 Counterparts

This Agreement may be signed in any number of counterparts. All counterparts together make one instrument.

18.4 No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

18.5 Entire agreement

(a) This Agreement and the Constitution supersede all previous agreements and incorporates the entire agreement between the parties about its subject matter.

(b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, is withdrawn and has no effect except to the extent expressly set out or incorporated by reference in this Agreement.

(c) Each party acknowledges and agrees that it does not rely on any prior conduct or representation by the other party in entering into this Agreement.

18.6 Further assurances

Each party must do all things reasonably necessary to give effect to this Agreement and the transactions contemplated by it.

18.7 No waiver

(a) The failure of a party to require full or partial performance of a provision of this Agreement does not affect the right of that party to require performance subsequently.

(b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

(c) A right under this Agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

18.8 Governing law and jurisdiction

(a) Western Australian law governs this Agreement.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and courts competent to hear appeals from those courts.

18.9 Severability

A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.

18.10 Approval and consent

Where under this Agreement the doing of any thing by a party is dependent on the consent or approval of another party, that consent or approval may not be unreasonably withheld nor unduly delayed, unless expressly provided otherwise.

18.11 Costs

Each Shareholder must pay their own costs of and incidental to this Agreement.

18.12 Successors and assigns

This Agreement binds each Shareholder's successors and permitted assigns.

18.13 Remedies Cumulative

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.

Executed as an Agreement

Executed by **OKA Holdings Pty Ltd** (ACN 680 722 025) in accordance with section 127(1) of the Corporations Act 2001 (Cth):

Signature of Director
Name: Mr. Oliver William Hunter Barnes

Signature of Director
Name: Mrs. Zoe Lanyon Barnes

Executed by **Kizazi Investments Pty Ltd** (ACN 655 132 264) in accordance with section 127 of the Corporations Act 2001 (Cth): Signature of Sole Director Name: Mr. Oliver William Hunter Barnes	Executed by **Seefeld Investments Pty Ltd** (ACN 151 221 251) in accordance with section 127 of the Corporations Act 2001 (Cth): Signature of Sole Director Name: Mr. David Trimboli
Executed by **Lindgren Family Pty Ltd** (ACN 678 508 140) in accordance with section 127 of the Corporations Act 2001 (Cth): Signature of Sole Director Name: Mr. Dennis Lindgren	
Signed by **Michael John Lanyon** in the presence of: Signature of Shareholder Signature of Witness OLIVER BARNES. Name of Witness	Signed by **Bradley Richard Jones** in the presence of: Signature of Shareholder Signature of Witness Name of Witness

Schedule 1 Shareholders & Parties to the Agreement

Shareholders Name	ACN	Address
Kizazi Investments Pty Ltd	655 132 264	34B Holland Street, FREMANTLE, WA 6160
Seefeld Investments Pty Ltd	151 221 251	Level 5, 160 St Georges Terrace, PERTH, WA 6000
Lindgren Family Pty Ltd	678 508 140	64 Eric Street, COTTESLOE, WA 6011
Michael John Lanyon	NA	19A Roper Street, O'CONNOR, WA 6163
Bradley Richard Jones	NA	15813 Great Eastern Highway, TAMMIN, WA 6409

Schedule 2 Directors and Share Capital

Item 1 Directors

Directors Name	Date Appointed
Oliver William Hunter Barnes	12 September 2024
Zoe Lanyon Barnes	16 June 2025
Bradley Richard Jones	12 May 2025

Item 2 Share Capital*

Issued Share Capital	Type of Shares	Number of Shares	% of issues shares
KIZAZI INVESTMENTS PTY LTD (ACN 655 132 264)	Ordinary	10,050,000	91%
SEEFELD INVESTMENTS PTY LTD (ACN 151 221 251)	Ordinary	500,000	4.5%
LINDGREN FAMILY PTY LTD (ACN 678 508 140)	Ordinary	300,000	2.7%
MICHAEL JOHN LANYON	Ordinary	150,000	1.3%
BRADLEY RICHARD JONES	Ordinary	50,000	0.5%

*As at the date of this Agreement

Schedule 3 Matters Requiring Special Resolution of Shareholders

The matters to be determined by a Special Resolution of the Shareholders include:

(a) (**rights attaching to Shares or Securities**) any alteration to rights conferred by Shares or Securities;

(b) (**changes to Constitution**) changes to the Constitution, its repeal or the adoption of a new Constitution;

(c) (**changes to the Shareholders agreement**) changes to this Agreement or any derivatives or variation to it;

(d) (**changes to the company type**) changes to the type of Company;

(e) (**equity structure**) any corporate action that results in: the issuance of new Shares, or the grant of options or other convertible securities, which would result in a dilution of more than 40% of the Company's issued share capital on a fully diluted basis, calculated inclusive of all existing Shares, outstanding options, convertible instruments and other rights to acquire Shares; the redemption or buy-back of Shares, or the reduction or conversion of capital, other than as approved by the Board in connection with employee incentive schemes or convertible securities previously issued or authorised; or any amendment to the rights attaching to any class of Shares or Securities not otherwise approved under this Agreement.

(f) (**changes to assets**) changes to the structure and composition of the Company assets including any sale, transfer or encumbrance of an existing asset owned or licensed by the Company or in which the Company has a material interest;

(g) (**Share value**) any act, omission, or transaction outside the ordinary course of business which is reasonably likely to result in a material adverse effect on the value of the Company as a whole, including (without limitation) the sale or disposal of material assets, assumption of significant liabilities, or entry into transactions with related parties not on arm's length terms.

(h) (**Share option schemes**) the adoption or amendment of any scheme for the issue of Shares or options to employees, consultants, or officers of the Company, other than: the establishment and operation of an employee share or option plan approved by the Board under which the total number of Shares or options on issue (or issuable) does not exceed 10% of the Company's fully diluted share capital; or the issue of Shares or options in accordance with such a plan and within the above limit.

(i) (**changes to the corporate form**) merging, amalgamating or de-merging the Company from or with any other entity;

(j) (**winding-up**) any proposal to cease to carry on the Business or to wind-up or dissolve the Company or to appoint a liquidator or administrator to the Company or to take advantage of any law providing for the relief of debtors in adverse financial circumstances;

(k) (**changes to Business of Company**) any proposal to cease, sell, or dispose of the whole or a substantial part of the Business of the Company, or to fundamentally change the principal nature or focus of the Business as described in the Company's Information Memorandum or agreed business plan.

(l) (**Auditor**) any proposal to extend the engagement of either the lead audit partner beyond three (3) financial years, or the audit firm beyond six (6) financial years.

(m) (**legal proceedings**) the commencement or settlement of any legal proceedings where the amount in dispute or the potential liability (including damages, penalties, or settlement value) exceeds an amount equal to 20% of the Company's most recent valuation**,** as determined by the last issue price of shares.

(n) as otherwise noted in this Agreement.

Schedule 4 New Shareholders Deed Template

This **New Shareholders Deed (Deed)** is made on

by (**New Shareholder**)

and **OKA Holdings Pty Ltd (ACN 680 722 025)**

Recitals:

A. The New Shareholder wishes to acquire Shares in the Company.

B. The Company proposes to issue the Relevant Shares to the New Shareholder in accordance with the Constitution and the Shareholders Agreement.

C. The Company requires the New Shareholder to make this Deed to enable the issue of the Relevant Shares to occur.

D. The New Shareholder wishes to make this Deed to enable such issue of the Relevant Shares to occur.

E. The New Shareholder desires to be become a party to the Shareholders Agreement by execution of this Deed.

This Deed witnesses:

1. Definitions

In this Deed, including the recitals to this Deed:

Company means OKA Holdings Pty Ltd (ACN 680 722 025) having its registered office at Suite 12, 162 Colin Street, West Perth, WA 6005.

Constitution means the constitution from time of time of the Company.

Party means a party to the Shareholders Agreement.

Registration means the entry of the New Shareholder in the register of Shareholders of the Company as the holder of any Share.

Relevant Shares means [*number of shares and type*]

Shareholders Agreement means the shareholders agreement dated on or about 10th July 2025 between the Company and the Parties.

Shares means shares in the capital of the Company.

2. Interpretation

Clause 1 of the Shareholders Agreement applies to and is taken be incorporated in this Deed except to the extent that the contrary intention appears in this Deed.

3. Adherence

The New Shareholder agrees for the benefit of the Parties to observe and perform and be bound by the provisions of the Shareholders Agreement to the intent and effect that the New Shareholder will as from Registration be deemed to:

a) be a Party to the Shareholders Agreement; and

b) have the rights and obligations of a Party under the provisions of the Shareholders Agreement.

4. One instrument

This Deed will be read together with the Shareholders Agreement, both of which will together be construed as one and the same instrument.

5. Warranties

The New Shareholder represents and warrants to the Parties that it has all requisite powers to own property and has the necessary power to bind itself in the manner contemplated by this Deed and to execute, deliver and perform this Deed and to become bound by it.

Executed as a Deed.