Advisory Board Charter of OKA Holdings Pty Ltd

General Function

The function of the members of the Advisory Board (the "Advisory Board") shall be to advise and make non-binding recommendations to the Managing Director and Board of Directors of OKA Holdings Pty Ltd (the "Company") with respect to matters within the areas of their experience and expertise.

Membership

The members shall be appointed by the Board of Directors of OKA Holdings Pty Ltd and can exceed any number of members at the Board’s discretion.

The term of service for each member of the Advisory Board will be one year from the date of appointment, or until their successor is duly elected and qualified, or until their earlier resignation, removal by the Board of Directors of the Company, or death.

If the Advisory Board consists of three or more members, the Board of Directors may appoint one of the members as Chairman of the Advisory Board.

The Board of Directors shall have the authority, in its sole and absolute discretion, to not reappoint and to remove any member of the Advisory Board at any time for any reason.

Mode of Operation

The Advisory Board shall meet at least four (4) times a year, upon no less than ten (10) days' notice, with each meeting date to be designated by the Company board.

With prior agreement, meetings by teleconference may provide a more economical cost per meeting.

The sole responsibility of the members of the Advisory Board shall be to meet and make recommendations to the Managing Director and Board of Directors as to matters within the areas of their experience and expertise.

The Advisory Board's role shall be purely ministerial and advisory, and the ultimate responsibility for the management of the Company and its affairs shall rest with their own Board of Directors.

The Board of Directors shall have no obligation to adopt, or otherwise be bound to act upon, any recommendation of the Advisory Board, but shall, in its sole and absolute discretion, have the ability to take the Advisory Board's recommendations under advisement.

Compensation and Expense Reimbursements

The members of the Advisory Board shall receive such compensation for their services in such capacities as the Board of Directors, in its sole and absolute discretion, shall deem proper, but which may vary between members according to their level of experience, expertise, and input.

The members of the Advisory Board shall be entitled to reimbursement from the Company for all reasonable pre-approved expenses incurred by them in connection with their Advisory Board services upon the presentation to the Company of written documentation for such expenses.

Liability

The members of the Advisory Board shall have no liability or obligations whatsoever for any actions or omissions taken by them in their capacities as such.

Any member of the Advisory Board made, or threatened to be made, a party to any threatened, pending, or contemplated action or proceeding, whether civil, criminal, administrative, or investigative, arising out of or related to such member's service on the Advisory Board, shall be indemnified by the Company, and the Company may advance to such member related expenses incurred in defence of such action, to the fullest extent permitted by applicable law (including, but not limited to, under the applicable laws of WA, Australia).

Private Contract

Any member of the Advisory Board may be approached by the Managing Director of the Company with a view to privately contracting that member as a consultant or service provider for the Company.

Conflict of Interest

OKA Holdings Pty Ltd board maintains a conflict of interest register. If any Advisory Board member finds themselves in a potential or perceived conflict of interest position, they must immediately advise the Managing Director or Executive Chairman, who in turn will record the potential conflict of interest on the register.

Confidentiality

All Advisory Board Members agree to maintain the strictest confidentiality regarding any and all proprietary, technical, commercial, strategic, or financial information disclosed by OKA Holdings Pty Ltd ("Confidential Information"), whether oral, written, visual, or electronic, and whether marked as confidential or not.

This obligation includes, but is not limited to:

- Not disclosing Confidential Information to any third party without prior written consent from the Company;
- Not using Confidential Information for any purpose other than in connection with their role on the Advisory Board;
- Taking all reasonable precautions to protect the confidentiality of such information, including secure storage and restricted access; and
- Returning or destroying all Confidential Information upon termination of the Advisory Board role or upon request by the Company.

This obligation shall survive the termination of the Advisory Board Member's appointment for a period of three (3) years. Breach of this clause may result in immediate termination of the Advisory Board role and may expose the member to legal action for damages or injunctive relief.

Advisory Board members will not contact the Company's staff or provide information to them without express approval by the Company's Managing Director or Executive Chairman.

Non-Disparagement

Advisory Board Members agree that during their term and for a period of three (3) years following the end of their appointment, they shall not, directly or indirectly, make or publish any statement (oral, written, or otherwise) that could reasonably be interpreted as:

- Disparaging, demeaning, or defaming OKA Holdings Pty Ltd, its directors, officers, employees, products, services, or business practices;

- Undermining the reputation, goodwill, or public perception of the Company; and
- Misrepresenting or exaggerating any disagreements, disputes, or internal matters of the Company.

This clause applies to all forms of communication, including but not limited to social media, public forums, interviews, and private correspondence.

Violation of this clause may result in legal action, including but not limited to injunctive relief, damages, and forfeiture of any unvested or unexercised share options.