

Dated 30 January 2023

- (1) **MIXED ORDER LIMITED**
- (2) **SALINA MASUD PTY LTD**
- (3) **UPSIDE HODLINGS PTY LTD**
- (4) **DAUS CAPITAL PTY LTD**
- (5) **SIU JUN JAMES ZHONG**
- (6) **NIFTER PTY LTD**
- (7) **SKYLINE CAPITAL PTY LTD (AS TRUSTEE FOR ADAM NEWTON FAMILY TRUST)**
- (8) **RICHARD SMITH**
- (9) **LIPCC PTY LTD (ATF THE LIPCC SUPERANNUATION FUND)**

SUBSCRIPTION AGREEMENT
RELATING TO PREFERENCE SHARES IN MIXED ORDER LIMITED

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THIS AGREEMENT is dated 30 January 2023

PARTIES

- (1) Mixed Order Limited, a BVI business company incorporated under the laws of the British Virgin Islands, whose registered office is at Trinity Chambers, P.O. Box 4301, Road Town, Tortola, British Virgin Islands (the **Company**);
- (2) Salina Masud Pty Ltd, a company incorporated in Australia with ACN 114997269;
- (3) Upside Hodlings Pty Ltd, a company incorporated in Australia with ACN 657964826;
- (4) DAUS Capital Pty Ltd, a company incorporated in Australia with ACN 656688756;
- (5) Siu Jun James Zhong, an Australian national with passport number PA7448023;
- (6) Nifter Pty Ltd, a company incorporated in Australia with ACN 648775839
- (7) Skyline Capital Pty Ltd, a company incorporated in Australia with ACN 148189413;
- (8) Richard Smith, an Australian national with passport number PB4881222; and
- (9) LIPCC Pty Ltd, a company incorporated in Australia with ACN 147054377.

Each of the parties set out in (2) to (9) above are referred to herein as a **New Investor** and together, the **New Investors**.

BACKGROUND

- (A) The Company proposes to issue certain preference shares to the New Investors, the number of which is set out against the names of such New Investors in Schedule 1 to this Agreement (the **Purchase Shares**) at a per share issue price of US\$23.148 (the **Issue Price**) for an aggregate purchase price of US\$685,888 (the **Investment Amount**).
- (B) Each New Investor, severally and not jointly, agrees to subscribe for and purchase from the Company the relevant Purchase Shares for its portion of the Investment Amount as set forth opposite such New Investor's name in Part I of Schedule 1.
- (C) Except where indicated otherwise below, the capitalised terms used in this Agreement are as defined in the shareholders agreement concerning the Company dated 25 July 2022 annexed at Schedule 2 to this Agreement (the **Shareholders Agreement**).

AGREED TERMS

1. ISSUE OF THE PREFERENCE SHARES

- 1.1 Subject to the Company providing notice to the existing Shareholders under paragraph 2.1 below and obtaining the Consent under paragraph 2.2 below, upon Closing (as defined below), the Company proposes to issue, and each New Investor agrees to subscribe for the number of Purchase Shares set forth opposite such New Investor's name in Part I of Schedule 1, such Purchase Shares carrying such rights and obligations as set forth in the memorandum and articles of association of the Company (the **Articles**).
- 1.2 The relevant Purchase Shares are subscribed to and issued in consideration for the settlement of the relevant Issue Price to be made by the relevant New Investors.
- 1.3 Upon satisfaction of the Closing Conditions by, and receipt of the relevant portion of the Investment Amount from, a New Investor, the Company may issue Purchase Shares to that New Investor even if any other New Investors have yet to satisfy any or all of the Closing Conditions.

2. NOTICE AND CONSENT TO WAIVER OF PRE-EMPTION RIGHTS

- 2.1 The Company has given the existing Shareholders notice of the intended issuance of the Purchase Shares to the New Investors, in accordance with paragraph 5.2 of the Shareholders Agreement and Article 3.3 of the Company's Articles of Association.
- 2.2 The Company has sought the written consent (the **Consent**) under paragraph 5.10 of the Shareholders Agreement and Article 3.11 of the Company's Articles of Association of holders of at least seventy-five per cent (75 per cent) of the issued Ordinary Shares of the Company and holders of at least seventy-five per cent (75 per cent) of the issued Preference Shares of the Company to the issue of the Preference Shares to the New Investors in accordance with the terms of this Agreement.

3. CLOSING

- 3.1 The consummation of the issuance and purchase of the Purchase Shares (the **Closing**) shall take place remotely via the exchange of documents and signatures on a date (the **Closing Date**) that is no later than 7 business days after all Closing Conditions have been satisfied or waived (or such other time and place as the Company and the New Investors shall mutually agree).
- 3.2 **Closing procedure:** At Closing, the following events shall occur (the **Closing Conditions**):
 - (a) the board of directors of the Company shall pass a resolution to approve the issuance of the Purchase Shares to each New Investor for the relevant Issue Price;

- (b) each New Investor shall execute a Deed of Adherence in the form annexed to the Shareholders Agreement; and
- (c) each New Investor shall (i) provide all KYC documents required by the registered agent of the Company for the purposes of updating the Company's register of members reflecting such New Investor as owner of the relevant Purchase Shares; and (ii) upon demand by the Company, transfer its portion of the Investment Amount payable at the Closing to the Company by wire transfer of immediately available funds to a bank account designated by the Company.

3.3 **Post-closing Deliverables:** Within 7 days after Closing, the Company shall deliver (or cause to be delivered) to each New Investor a copy of the updated register of members of the Company reflecting such New Investor's ownership of the Purchase Shares.

4. **CAPITALISATION**

4.1 Immediately following the issue of Purchase Shares to the New Investors the issued share capital of the Company will be as set forth in Part II of Schedule 1.

5. **COMMUNICATIONS**

5.1 **Addresses:** Any communication shall be given by letter sent by internationally recognised courier or fax, to the Company at its registered office; and, to the New Investors at the address or email address set out in its signature block to this Agreement.

5.2 **Effectiveness:** Any such communication shall take effect:

- (a) in the case of a letter sent by internationally recognised courier, five working days after the date the sender releases such notice to the courier for delivery; or
- (b) in the case of fax or email, when actually received by the Company in readable form.

6. **FURTHER ASSURANCES**

Each Party to this Agreement shall act in good faith and take all necessary and reasonable actions to promptly execute and deliver such documents and provide such information, assistance and assurance as well as perform such acts as may reasonably be required for the purposes of giving full effect to this Agreement. Each Party shall also ensure to use all reasonable endeavours to procure that any necessary third party shall do the same.

7. **GOVERNING LAW AND JURISDICTION**

7.1 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

7.2 **Jurisdiction**

The courts of England and Wales are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

The signatures of the parties to this Agreement are situated after the Schedules to this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement relating to the Purchase Shares issued by the Company on the date stated at the beginning of it.

SCHEDULE 1

Part I

New Investors' Contributions

New Investor	Purchase Shares	Investment Amount (US\$)
DAUS Capital Pty Ltd	7,776 Preference Shares	180,000
Upside Hodlings Pty Ltd	4,320 Preference Shares	100,000
Siu Jun James Zhong	4,320 Preference Shares	100,000
Nifter Pty Ltd	4,320 Preference Shares	100,000
Richard Smith	2,414 Preference Shares	55,888
Skyline Capital Pty Ltd	2,160 Preference Shares	50,000
LIPCC Pty Ltd	2,160 Preference Shares	50,000
Salina Masud Pty Ltd	2,160 Preference Shares	50,000
Total	29,630 Preference Shares	685,888

Part II

Capitalisation

The Company is authorised to issue a maximum of 5,000,000 shares, par value of US\$0.01 each, of which (i) 4,800,000 shares are designated as Ordinary Shares and (ii) 200,000 shares are designated as Preference Shares.

The fully diluted capitalisation immediately following Closing will be as follows:

Name of Shareholder	Class of Shares	Number of Shares
Noah Dummett	Ordinary	280,000
Bainy Zhang	Ordinary	290,000
Darcy Spangler	Ordinary	200,000
Harley Fresh	Ordinary	125,000
Samuel Mercer	Ordinary	1,250

Name of Shareholder	Class of Shares	Number of Shares
Christopher Evans	Ordinary	2,500
Treasury shares	Ordinary	101,250
ESOP reserve	Ordinary	80,000
Total Issued Ordinary Shares and total Ordinary Shares reserved for ESOP		1,080,000
Tiantian Cheng Zhang Kullander	Preference	4,320
3Twelve Ventures Limited	Preference	10,800
Chen Alexander Yang	Preference	10,800
Floodfill Pty Ltd	Preference	2,160
Taiyang Zhang	Preference	2,160
<u>DAUS Capital Pty Ltd</u>	<u>Preference</u>	<u>7,776</u>
<u>Upside Hodlings Ltd Pty</u>	<u>Preference</u>	<u>4,320</u>
<u>Siu Jun James Zhong</u>	<u>Preference</u>	<u>4,320</u>
<u>Nifter Pty Ltd</u>	<u>Preference</u>	<u>4,320</u>
<u>Richard Smith</u>	<u>Preference</u>	<u>2,414</u>
<u>Skyline Capital Pty Ltd</u>	<u>Preference</u>	<u>2,160</u>
<u>LIPCC Pty Ltd</u>	<u>Preference</u>	<u>2,160</u>
<u>Salina Masud Pty Ltd</u>	<u>Preference</u>	<u>2,160</u>
Total Issued Preference Shares		59,870
Total Issued Ordinary Shares, Preference Shares and Ordinary Shares reserved for ESOP		1,139,870

SCHEDULE 2

Shareholders Agreement

Dated 25 July 2022

SHAREHOLDERS AGREEMENT

In respect of Mixed Order Limited

Jayla Place
Wickham's Cay 1
PO Box 3190
Road Town, Tortola
VG 1110
British Virgin Islands

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THIS AGREEMENT is dated 25 July 2022

PARTIES

- (1) Noah Denis Dummett, an Australian national with passport number PA5851888 (**Noah Dummett**);
- (2) Bainy Zhang, an Australian national with passport number N7661281 (**Bainy Zhang**);
- (3) Darcy Thomas Spangler, an Australian national with passport number PB4766909 (**Darcy Spangler**);
- (4) Harley An Long Fresh, an Australian national with passport number PB3453392 (**Harley Fresh**);
- (5) Ryan Steven Piasente; an Australian national with passport number PB4762393 (**Ryan Piasente** and the parties set out in numbers (1) to (5) are collectively the **Founding Parties**);
- (6) The parties listed in part I Schedule 2 hereto as the initial investors (each an **Initial Investor, Investor** or **Preference Shareholder**);
- (7) The parties listed in part II of Schedule 2 hereto as the advisors (each an **Advisor**, and together with the Founding Parties and the Investors, together being the **Shareholders**); and
- (8) **Mixed Order Limited**, a BVI business company incorporated under the laws of the British Virgin Islands, whose registered office is at Trinity Chambers, P.O. Box 4301, Road Town, Tortola, British Virgin Islands. (**Company**).

BACKGROUND

- (A) The Company is a business company limited by shares incorporated in the British Virgin Islands authorised to issue a maximum of 5,000,000 Shares of US\$0.01 par value each of which 4,800,000 are designated as Ordinary Shares and 200,000 are designated as Preference Shares.
- (B) On or around the date hereof, the Company entered into (i) certain subscription agreements with each Initial Investors in respect of such Initial Investors' purchase of certain Preference Shares in the Company (**Initial Investors' Subscription Agreements**) and (ii) a subscription agreement with the Founding Parties and Advisors in respect of such parties' subscription of certain Ordinary Shares in the Company (**Founding Parties' Subscription Agreement** and collectively with the Initial Investors' Subscription Agreements, the **Subscription Agreements**).
- (C) The Investors' Subscription Agreements requires the Parties to enter into this Agreement as a condition to the closing contemplated therein.

- (D) The parties have agreed that the affairs of the Company and the relationship between the Shareholders should be regulated on the terms of this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and expressions shall have the following meanings, unless the context requires otherwise:

- (a) **Articles:** the articles of association of the Company as amended and restated from time to time;
- (b) **Board:** the board of directors of the Company;
- (c) **Business Day:** any day other than a Saturday, Sunday or public holiday on which the banks in the British Virgin Islands are open for retail business;
- (d) **Confidential Information:** has the meaning given to it in clause 15;
- (e) **Deed of Adherence:** has the meaning given to it in clause 8;
- (f) **Director:** a director of the Company;
- (g) **ESOP:** any Ordinary Shares (and/or options or warrants therefor) issued or issuable to the employees, officers, directors, contractors, advisors or consultants of the Company as may be approved by the Board from time to time, up to a maximum of 80,000 Ordinary Shares;
- (h) **Equity Proportions:** the respective proportions in which the Shareholders hold the Shares from time to time;
- (i) **Initial Closing Date:** the latest Closing Date as referred to in the Initial Investors' Subscription Agreements;
- (j) **Memorandum:** the memorandum of association of the Company as amended from time to time;
- (k) **Ordinary Share:** ordinary shares of the Company with a nominal or par value of US\$0.01 each having the rights, preferences, privileges and restrictions set out in this Agreement;
- (l) **Person:** any individual, corporation, partnership, association, trust, or any other entity;
- (m) **Preference Share:** preference shares of the Company with a nominal or par value of US\$0.01 each having the rights, preferences, privileges and restrictions set out in this Agreement;

(n) **Preference Share Issue Price:** US\$23.148 per Preference Share, as appropriately adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to the Preference Shares;

(o) **Shares:** Preference Shares and Ordinary Shares in the Company.

1.2 Words and expressions that are capitalised but not defined in this agreement have the same meaning as in the Articles.

1.3 In this agreement, unless the context requires otherwise, a reference to

(a) a **month** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);

(ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and

(iii) notwithstanding clause (i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate;

(b) a reference to any **party** shall include that party's personal representatives, successors and permitted assigns;

(c) a **time of day** is a reference to British Virgin Islands time;

(d) words denoting the **singular** include the **plural** and vice versa and words importing any **gender** include every gender; and

(e) **writing** or **written** includes fax and email.

1.4 The index to and the headings in this agreement are for convenience only and shall not affect the construction or interpretation of this agreement.

2. **THE BUSINESS OF THE COMPANY**

2.1 The business of the Company is to act as holding company of Curacao entity Natural Nine B.V. (**Operating Company**). (**Business**).

2.2 Each party shall use its reasonable endeavours to ensure that the Company retains possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of the Operating Company.

3. **COMPLETIONS**

3.1 Initial Completion shall take place remotely and concurrently with the closing of the transactions contemplated in the Subscription Agreements.

3.2 At Initial Completion the parties shall procure that such shareholder and board meetings of the Company are held as may be necessary to:

- (a) appoint Bainy Zhang and Darcy Spangler to the board of the Company;
- (b) adopt the Articles in the agreed form; and
- (c) resolve that the Company's Financial Year shall end on 31 December in each year.

3.3 At Initial Completion:

- (a) the parties shall procure that the Company shall issue (to the extent not already issued) certain Ordinary Shares to the following founding shareholders, such that each Founding Party and Advisors will be holders of the number of Ordinary Shares set out next to his name below, each of which shall pay the price and by the method of payment to the Company, as set out in the Founding Parties' Subscription Agreement:

Name of Shareholder	Number of Shares
Noah Dummett	280,000 Ordinary Shares
Bainy Zhang	290,000 Ordinary Shares
Darcy Spangler	200,000 Ordinary Shares
Harley Fresh	125,000 Ordinary Shares
Ryan Piasente	100,000 Ordinary Shares
Poushan Leelodharry	1,250 Ordinary Shares
Samuel Mercer	1,250 Ordinary Shares
Christopher Evans	2,500 Ordinary Shares
Total	1,000,000 Ordinary Shares

3.4 At Initial Completion:

- (a) the parties shall procure that the Company shall issue credited as fully paid the number of Preference Shares as set out in Schedule 1 of each Initial Investors'

Subscription Agreement to the relevant Initial Investor and to enter each Initial Investor in the register of members of the Company as holder of such shares; and

- (b) in consideration for the issue of such shares to the Initial Investors, each Initial Investor shall pay the investment amount referred to in the relevant Initial Investors' Subscription Agreement and by the method of payment to the Company, as set out in the relevant Initial Investors' Subscription Agreement.

3.5 Each Shareholder understands that:

- (a) the Company may, from a period commencing from the Initial Closing Date and ending on the day falling 60 days after the Initial Closing Date (the **Final Closing Date**), issue more Shares to the same or other investors (an **Additional Investor**) on the same terms set forth in this Agreement.
- (b) each closing of the issuance of such additional Shares shall take place at such times and places as the Company and such Additional Investor(s) shall mutually agree (each closing a "**Subsequent Closing**"). On each Subsequent Closing, the Company may issue such Additional Shares to such Additional Investor, at such price and on such term as to be mutually agreed between the Company and such Additional Investor.
- (c) unless the context requires otherwise, each Initial Investor and each Additional Investor is generally referred to as an "Investor." Each Additional Investor under this Section (c) shall be required to execute a Deed of Adherence, and upon such execution, shall be deemed to be an Investor under this Agreement subject to the terms and conditions hereunder, and any Additional Shares purchased and sold in a Subsequent Closing shall be deemed respectively to be "Shares".

4. **SHARE INCENTIVES**

- 4.1 At Initial Completion, the Company shall have reserved 80,000 Ordinary Shares as ESOPs to be issued to certain officers, directors and employees and consultants of the Company (the **Grantees**) to be determined from time to time, at the sole discretion of the Board acting in majority.
- 4.2 The Grantees may purchase, or receive options to purchase ESOPs and are required to enter into share purchase or option agreements, the terms of which, including but not limited to the number of ESOPs to be granted, the purchase price and/or exercise price and the vesting period, shall be determined at the sole discretion of the Board acting in majority, provided that the ESOPs to be granted thereunder shall be consistent with the terms of the Articles and this Agreement.

5. **PRE-EMPTIVE RIGHTS**

- 5.1 In this agreement **Pro Rata Share** means, with respect to any Shareholder, the fraction that results from dividing (i) such Shareholder's aggregate ownership (immediately before

giving effect to the issuance) of Shares by (ii) the aggregate ownership (immediately before giving effect to the issuance) of Shares in issuance to all Shareholders.

- 5.2 Subject to clause 5.8 hereof, the Company shall give each Shareholder notice (**Issuance Notice**) of any proposed issuance by the Company of any Share at least 15 Business Days prior to the proposed issuance date.
- 5.3 The Issuance Notice shall specify
- (a) the price at which such Share is to be issued; and
 - (b) the other material terms of the issuance.
- 5.4 Subject to clause 5.8 hereof, each Shareholder shall be entitled to purchase any of the Shares proposed to be offered, up to such Shareholder's maximum Pro-Rata Share at the price and on the other terms specified in the Issuance Notice.
- 5.5 A Shareholder may exercise its rights under this agreement (**Pre-emptive Rights**) by delivering notice of its election to purchase such Shares to the Company within 10 Business Days of receipt of the Issuance Notice, **Business Day** meaning any day other than a Saturday, Sunday or public holiday on which the banks in the British Virgin Islands are open for retail business. A delivery of such notice (which notice shall specify the number of Shares to be purchased by the Shareholder submitting such notice) by such Shareholder shall constitute a binding agreement of such Shareholder to purchase, at the price and on the terms specified in the Issuance Notice, the number of Shares specified in such Shareholder's notice.
- 5.6 If, at the termination of such ten Business Day period, any Shareholder shall not have exercised its pre-emptive rights to purchase any of the Shares proposed to be offered, such Shareholder shall be deemed to have waived all of its Pre-emptive Rights with respect to that issuance.
- 5.7 The Company shall have 90 days from the date of the Issuance Notice to consummate the proposed issuance of any or all of such Shares that the Shareholder have elected not to purchase at the price and upon terms that are not materially less favourable to the Company than those specified in the Issuance Notice, provided, if such issuance is subject to regulatory approval, such 90 period shall be extended until the expiration of five Business Days after all such approvals have been received, but in no event later than 180 days from the date of the Issuance Notice. At the consummation of such issuance, the Company shall record such issuance to each Shareholder exercising their Pre-emptive Rights in the name of such Shareholder in the Register of Members, against payment by such Shareholder of the purchase price for such Shares. If the Company proposes to issue any Shares after such 90 day period or proposes to issue any Shares on different terms during such 90 day period, it shall again comply with the procedures set forth in this clause 5.
- 5.8 Notwithstanding the foregoing, no Shareholder shall be entitled to exercise its pre-emptive right to purchase Shares in connection with issuances of Shares:

- (a) issued prior to the Final Closing Date;
- (b) to employees of the Company pursuant to clause 4 of this Agreement (including upon the exercise of share options);
- (c) pursuant to any *bona fide*, arm's-length direct or indirect merger, consolidation, business combination, amalgamation, scheme of arrangement, transfer of all or substantially all of the assets of the Company, or similar transaction to a third party;
- (d) pursuant to any joint venture or other strategic investment approved by at least two-thirds of the Board present at a meeting of the Board at which a quorum is present;
- (e) as an inducement in connection with any *bona fide* debt financing of the Company or any subsidiary; or
- (f) pursuant to any simple agreement for future equity relating to the Company.

5.9 The Company shall not be under any obligation to consummate any proposed issuance of Shares, nor shall there be any liability on the part of the Company to any Shareholder if the Company has not consummated any proposed issuance of Shares pursuant to this clause 5 for any reason, regardless of whether it shall have delivered an Issuance Notice in respect of such proposed issuance.

5.10 The Pre-emptive Rights in this Clause may be waived (either generally or in a particular instance and either retroactively or prospectively), only by the written consent of holders of at least seventy five per cent (75 per cent) of the issued Ordinary Shares of the Company and holders of at least seventy five per cent (75 per cent) of the issued Preference Shares of the Company.

6. TAG-ALONG

6.1 Each Shareholder (the **Seller**) is entitled to sell all or any of its Shares (**Offered Shares**) to a *bona fide* third party (**Third Party Offeror**) (**Tag-Along Sale**), but only on compliance with the following:

- (i) prior to the consummation of any Tag-Along Sale, the Seller shall deliver to the Company and each other Shareholder (collectively, the **Other Shareholders**) a written notice (**Sale Notice**) of the proposed Tag-Along Sale. In no event may the Tag-Along Sale be consummated until the 20th day following the delivery of the Sale Notice. The Sale Notice shall describe in reasonable detail: (i) the number of Shares to be transferred by the Seller (and the total number of Shares then owned by the Seller); (ii) the identity of the Third Party Offeror; (iii) the per share purchase price and other material terms and conditions of the proposed transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; (iv) the proposed date of transfer, if known; and (v) a

- copy of any definitive documentation executed or proposed to be executed in connection therewith, if available at such time;
- (ii) upon receipt of the Sale Notice, each other Shareholder shall have until the end of the tenth day following such receipt (**Tag-Along Exercise Period**) to elect to participate in the Tag-Along Sale by delivering a written notice (**Tag-Along Notice**) to the Seller and the Company stating that it offers to sell Shares on the terms specified in the Sale Notice and specifying the number of Shares offered to be sold by it. Any such Tag-Along Notice so delivered shall be irrevocable and, to the extent such offer is accepted, shall be binding and shall obligate the applicable Other Shareholder to sell in the Tag-Along Sale on the terms and conditions set forth in the Sale Notice. Each other Shareholder shall have the right to sell in a Tag-Along Sale any or all of the Shares held by them up to the number of Shares equal to the product obtained by multiplying (A) the number of Shares held by the Shareholder by (B) a fraction determined by dividing (x) the number of Shares the Seller proposes to transfer to the Third Party Offeror by (y) the number of Shares then owned by such Seller.
 - (iii) the Seller shall use its commercially reasonable efforts to include in the proposed sale to the Third Party Offeror all of the Shares that the Other Shareholders have requested to have included pursuant to the applicable Tag-Along Notices, it being understood that the Third Party Offeror shall not be required to purchase Shares in excess of the number of Shares proposed to be transferred in the Sale Notice. In the event the Third Party Offeror elects to purchase less than all of the Shares sought to be transferred by the Other Shareholders, the number of Shares to be transferred to the Third Party Offeror by the Seller and each Other Shareholder shall be reduced so that each such Shareholder is entitled to sell its Tag-Along Pro Rata Portion of the number of Shares the Third Party Offeror elects to purchase. For the purposes of this clause 6.1, **Tag-Along Pro Rata Portion** shall mean, with respect to any Shareholder, a fraction determined by dividing (A) the number of Shares then held by such Shareholder by (B) the number of Shares then held by all of the Shareholders (including, for the avoidance of doubt, the Seller);
 - (iv) each Other Shareholder who does not deliver a Tag-Along Notice in compliance with clause 6.1(i) above shall be deemed to have waived all of such Tag-Along Shareholder's rights to participate in such Tag-Along Sale;
 - (v) the Seller shall, in its sole discretion, decide whether or not to consummate, postpone or abandon any Tag-Along Sale. Notwithstanding anything to the contrary in this clause, the Other Shareholders shall not be entitled to transfer any Shares to a Third Party Offeror if the Seller determines not to, or fails to, consummate any Tag-Along Sale. No Shareholder shall have any liability to any Other Shareholder or the Company arising from, relating to or in connection with the consummation, postponement, abandonment or

the terms and conditions of any Tag-Along Sale except to the extent such Shareholder shall have failed to comply with the provisions of this clause.

7. **DRAG ALONG**

7.1 In circumstances where (i) the Seller proposes to sell the Offered Shares to the Third Party Offeror; and (ii) the Offered Shares constitute, in the aggregate, more than 50% of the then issued and outstanding Shares, then:

- (i) The Seller will have the right (**Drag Along Right**) to require that each Other Shareholder will transfer all, but not less than all, of the Shares held by it to the Third Party Offeror at and for the same price for each Share, for the same consideration and on the identical terms and conditions upon which the Seller intends to transfer its Shares to the Third Party Offeror, such right to be exercised by delivery of a written notice (**Drag Along Notice**) no later than ten (10) days before completion of the transaction, to each Other Shareholder who has not delivered a Tag-Along Notice with respect to all Shares by the end of the Tag-Along Exercise Period.
- (ii) The closing of any purchase and sale under clause 7.1 will occur on the later of the closing of the transaction giving rise to the Drag Along Rights and ten (10) days after the delivery of the Drag Along Notice.

8. **ANTI-DILUTE ADJUSTMENT**

8.1 In order to prevent dilution of the rights of the Preference Shares, the number of shares held by the Investors shall also be subject to adjustment from time to time pursuant to this Clause 8.

8.2 This adjustment will where practicable be by way of bonus issue (with all other shareholders being deemed to have waived their rights to participate in such bonus issue) or if not practicable or only partly practicable, the Investors will have the option (with no pre-emption for any other shareholder) exercisable within one month of the issue or sale giving rise to this right to subscribe such additional shares (or portion thereof where partly practicable) at par:

- (a) if the Company issues or sells (or is deemed to have issued or sold) any Shares or ESOPs, for a consideration (in the case of ESOPs on an as-exercised basis) per Share less than the Preference Share Issue Price, then forthwith upon such issue or sale, the number of Preference Shares shall be adjusted so as to increase the number of Preference Shares in issue to be such number as is derived from the formula (ignoring any fraction resulting from application of the formula):

$$\text{"A" / "B" - C"}$$

Where A is the aggregate Preference Share Issue Price paid for all of the Preference Shares;

B is the price per-unit at which the new Shares or ESOPs are to be issued (or exercised or converted as the case may be); and

C is the number of Preference Shares in issue prior to the event;

- (b) If there is any doubt or dispute arising in respect of the adjustment to be made pursuant to this Clause the matter will be referred to the auditors of the Company who, acting as experts and not as arbitrators, will certify the appropriate adjustment (or if they consider themselves unable to do so, appoint an appropriate party so to do) and the certificate of the auditors of the Company (or other appointed party) shall (in the absence of manifest error) be conclusive and binding on all concerned.

9. **DEED OF ADHERENCE**

- 9.1 Subject to the terms and conditions of this Agreement, each Shareholder may transfer all or part of the shares of the Company held by such Shareholder to any third party and assign any of its respective rights, interests, or obligations hereunder together with the transfer of such shares. Each transferee or assignee of such shares shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering a Deed of Adherence substantially in the form attached hereto as Schedule 1 (a "**Deed of Adherence**"). Upon the execution and delivery of a Deed of Adherence by any transferee or assignee, such transferee or assignee shall be deemed to be a party hereto as if such transferee's or assignee's signature appeared on the signature page of this Agreement. The Company shall not permit the transfer or assignment of any shares of the Company subject to this Agreement on its books or issue a new certificate or instrument representing any Company's shares unless and until the transferee or assignee shall have complied with the terms of this clause.

10. **INFORMATION AND ACCOUNTING RIGHTS**

- 10.1 The Company covenants and agrees that commencing on the date when this Agreement becomes effective, the Company shall deliver to each Shareholder:
 - (a) quarterly management accounts reflecting the operations of the business of the Company for review by the Shareholders within 14 days of each quarter end;
 - (b) annual audited financial statements consisting of a profit loss statement and balance sheet within three months of the Financial Year end of the Company; and
 - (c) all other information which a Shareholder may reasonably require within seven (7) days of receipt of a notice, or a clear demonstration of best efforts if more than seven (7) days are required.
- 10.2 Each Shareholder and its respective authorised representatives shall be allowed access at all reasonable times to examine the books and records of the Company.

11. **FINANCING**

- 11.1 The Company shall be financed, if it requires any additional finance and so far as practicable, from external funding sources and on terms to be agreed between the Board and relevant third parties. The parties agree that any security required in relation to such funding shall, if possible, be provided by the Company.
- 11.2 There is no obligation on the Shareholders to provide any further finance to the Company but, if they do so, the Shareholders shall provide the finance in proportion to their Equity Proportions unless they agree otherwise in writing.

12. **DISTRIBUTIONS**

Subject to the requirements of the law, as at each Financial Year end, as soon as the Company's annual accounts have been approved, it is the intention of the parties that the Company will distribute by way of dividend at least 25% of its distributable profits after all necessary, reasonable and prudent provisions and reserves have been made.

13. **LIQUIDATION PREFERENCE**

- 13.1 In the event of any liquidation, dissolution, winding up, or any other liquidation event (each a "**Liquidation Event**") of the Company, either voluntary or involuntary, distributions to the Shareholders of the Company shall be made in the following manner (after satisfaction of all creditors' claims and claims that may be preferred by law):
- (a) The Preference Shareholders shall, for each Preference Share held by it, be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Company to the holders of Ordinary Shares, the amount equal to one hundred percent (100%) of the Preference Shares Issue Price (as adjusted for share splits, share dividends, combinations, recapitalizations and similar events with respect to such shares) (the "**Preference Amount**"). If upon the occurrence of a Liquidation Event, the assets and funds distributed among the holders of the Preference Shares shall be insufficient to permit the payment to such holders of the full Preference Amount, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the holders of the Preference Shares in proportion to the Preference Amount each such holder is otherwise entitled to receive; and
 - (b) after setting aside or paying in full the Preference Amount due pursuant to paragraph (a) above, the remaining assets of the Company available for distribution to Shareholders, if any, shall be distributed to the holders of the Ordinary Shares in proportion to their respective Equity Proportions.

14. **DIGITAL ASSETS**

- 14.1 To the extent that the Company holds any cryptocurrencies or stablecoins in excess of a value equivalent to US\$1,000,000 (**Digital Property**), such Digital Property is to be held in Multisignature wallets, requiring a minimum of two out of three signatures to effect a

transfer, the keys for which are to be held separately and privately by at least three current directors of the Company.

15. WARRANTIES

15.1 Each of the parties to this agreement represents and warrants as regards itself to each other party hereto that:

- (a) it has duly executed and delivered this agreement;
- (b) this agreement constitutes valid and legally binding obligations of such party enforceable against such party in accordance with its terms;
- (c) all consents, clearances, approvals, authorisations and other orders of any governmental or other body or regulatory authority required by such party in connection with the execution and performance of this agreement and compliance with the terms of this agreement have been obtained;
- (d) each party hereto is a body corporate duly incorporated and established and validly existing under the laws of its country of incorporation or establishment;
- (e) each party hereto has full power and authority to execute and deliver this agreement and to perform all its obligations and exercise all its rights hereunder; and
- (f) each party hereto has taken all necessary action to authorise the execution and delivery of this agreement in accordance with its terms.

16. CONFIDENTIALITY

16.1 In this clause Confidential Information means any information which:

- (a) any party may have or acquire (whether before or after the date of this agreement) in relation to the customers, suppliers, business, assets or affairs of the Company;
- (b) any party may have or acquire (whether before or after the date of this agreement) in relation to the customers, suppliers, business, assets or affairs of the other party, as a consequence of the negotiations relating to this agreement or any other agreement or document referred to in this agreement or the performance of this agreement or any other agreement or document referred to in this agreement; or
- (c) relates to the contents of this agreement (or any agreement or arrangement entered into pursuant to this agreement),

but excludes the information in clause 15.2.

16.2 Information is not Confidential Information if:

- (a) it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this agreement;

- (b) any party can establish to the reasonable satisfaction of the others that it found out the information from a source not connected with the other parties and that the source is not under any obligation of confidence in respect of the information;
- (c) any party can establish to the reasonable satisfaction of the others that the information was known to the first party before the date of this agreement and that it was not under any obligation of confidence in respect of the information; or
- (d) the parties agree in writing that it is not confidential.

16.3 Each party shall at all times use all reasonable endeavours to keep confidential (and to ensure that its employees and agents keep confidential) any Confidential Information and shall not use or disclose any such Confidential Information except:

- (a) to a party's professional advisers where such disclosure is for a purpose related to the operation of this agreement;
- (b) with the written consent of the Company or the Shareholder that the information relates to;
- (c) as may be required by law or by the rules of any recognised stock exchange, or governmental or other regulatory body, when the party concerned shall, if practicable, supply a copy of the required disclosure to the other before it is disclosed and incorporate any amendments or additions reasonably required by the other party and which would not thereby prevent the disclosing party from complying with its legal obligations;
- (d) to any tax authority to the extent reasonably required for the purposes of the tax affairs of the party concerned; or
- (e) if the information comes within the public domain (otherwise than as result of the breach of this clause).

16.4 Each party shall inform (and shall use all reasonable endeavours to procure that the Company shall inform) any officer, employee or agent or any professional adviser advising it in relation to the matters referred to in this agreement, or to whom it provides Confidential Information, that such information is confidential and shall require them:

- (a) to keep it confidential; and
- (b) not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this agreement).

16.5 Upon termination of this agreement, either Shareholder may demand from the other and the Company the return of any documents containing Confidential Information in relation to the first party by notice in writing whereupon the other party shall (and shall use all reasonable endeavours to ensure that its subsidiaries, and its officers and employees and those its subsidiaries and the Company shall):

- (a) return such documents; and
- (b) destroy any copies of such documents and any other document or other record reproducing, containing or made from or with reference to the Confidential Information,

save, in each case, for any submission to or filings with governmental, tax or regulatory authorities. Such return or destruction shall take place as soon as practicable after the receipt of any such notice.

- 16.6 The obligations of each of the parties in this clause 16 shall continue without limit in time and notwithstanding termination of this agreement for any cause.

17. AGREEMENT RELATING TO THE COMPANY

- 17.1 The Company undertakes with each of the Shareholders to be bound by and comply with the terms and conditions of this agreement insofar as the same relate to the Company and to act in all respects as contemplated by this agreement.

- 17.2 The Shareholders undertake with each other to exercise all voting rights and other powers in relation to the Company to procure that the Company fully and promptly observes, performs and complies with its obligations under this agreement and to exercise their rights as Shareholders in a manner consistent with this agreement.

- 17.3 All and any of the provisions of this agreement may be deleted, varied, supplemented and terminated or otherwise changed in any way at any time with the prior written consent of the Company and of the Shareholders holding between them at least seventy five per cent (75 per cent) of the issued Ordinary Shares of the Company and at least seventy five per cent (75 per cent) of the issued Preference Shares of the Company, in which event such change shall be binding against all of the parties hereto provided that if such change would impose any new obligations on a party or increase any existing obligation, the consent of the affected party to such change shall be specifically required.

18. SHAREHOLDERS INDEMNITY

- 18.1 To the extent permitted by law, the Company shall indemnify each Shareholder against all costs, expenses, losses or liabilities incurred by that Shareholder defending (whether successfully or otherwise) any civil, criminal, administrative or investigative proceedings (whether threatened, pending or completed) concerning the Company or its affairs in any court or tribunal, whether in the British Virgin Islands or elsewhere.

19. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20. **NO ASSIGNMENT**

- 20.1 This agreement shall be binding on and shall inure for the benefit of each party's permitted successors and assigns.
- 20.2 None of the parties may, without the written consent of the others and as otherwise provided herein, assign any of their respective rights or obligations under this agreement. Any purported assignment or transfer in violation of this clause is void.

21. **WAIVER**

- 21.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 21.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

22. **RIGHTS AND REMEDIES**

- 22.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 22.2 The Shareholders have a right to seek equitable relief in the form of specific performance in relation to an actual or potential breach of this agreement.

23. **SEVERANCE**

- 23.1 If at any time any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable in any respect, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 23.2 If one party gives notice to the others of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

25. **NOTICES**

25.1 Any communication in connection with this agreement must be in writing and, unless otherwise stated, may be given in person, by email, by post or by fax.

25.2 The contact details of each Shareholder for all communications in connection with this agreement are as set out in the signature page to this Agreement.

25.3 Any Shareholder may change its contact details by giving five Business Days' notice to the other parties.

26. **NOTICES BY ELECTRONIC COMMUNICATION**

26.1 Any communication to be made between any parties under or in connection with this agreement may be made by electronic mail or other electronic means to the extent that those parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those parties:

(a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

26.2 Any electronic communication made between parties will be effective only when actually received in readable form.

26.3 Any electronic communication which becomes effective in accordance with this clause after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

27. **NO PARTNERSHIP**

Nothing in this agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.

28. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute the one agreement.

29. **MEMORANDUM AND ARTICLES**

29.1 In the event of any conflict, ambiguity or discrepancy between the provisions of this agreement and the Articles, the Articles must prevail; HOWEVER, upon it coming to the attention of any Party that there is or may be a conflict, ambiguity or discrepancy between the provisions of this agreement and the Articles, the parties shall promptly exercise their voting powers and any other rights and powers that they have to amend, waive or suspend a conflicting provision of the Articles to comply with the provisions of this agreement.

29.2 Each Shareholder agrees with the other that it will:

- (a) exercise all voting and other rights and powers vested in or available to them respectively to procure the convening of all meetings, the passing of all resolutions and the taking of all steps necessary or desirable to give effect to this agreement; and
- (b) not exercise any rights conferred on it by the Articles which are or may be inconsistent with its rights or obligations under this agreement.

30. **GOVERNING LAW AND JURISDICTION**

30.1 This agreement shall be governed and construed in all respects by British Virgin Islands law.

30.2 In relation to any legal action or proceedings to enforce this agreement or arising out of or in connection with this agreement (**Proceedings**) each of the parties irrevocably submits to the exclusive jurisdiction of the British Virgin Islands courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

IN WITNESS WHEREOF the parties have duly executed this agreement on the date stated at the beginning of it.

SIGNATORIES

EXECUTED AS A DEED by
MIXED ORDER LIMITED:

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Authorised signatory

Name: NOAH DUMMETT

Position: ~~CEO~~ DIRECTOR

Email: NOAH@SHUFFLE.COM

Telephone: +61473034141

Address: 14 HOPETOUN ST ELSTERNWICK
3185 AUSTRALIA

SIGNED by Noah Denis Dummett

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Email: noah@shuffle.com

Telephone: +61473034141

Address: 14 Hopetoun St, Elsternwick 3185
Australia

SIGNED by Bainy Zhang

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)
)

A handwritten signature in black ink, appearing to be 'Bainy Zhang', written over a horizontal line.

Email: bainy.zhang@gmail.com

Telephone: +65 8142 2885

Address: 65 Lloyd Rd
#06-02
Singapore 239114

SIGNED by Darcy Thomas Spangler

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)
)

Darcy Spangler

Email: darcyts@pm.me

Telephone: +61 475 082 235

Address: 39 Corsair Street,
Richmond, Victoria 3121,
Australia

SIGNED by Harley An Long Fresh

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)



Email: fresh@harleyfresh.co

Telephone: +614 57 554 771

Address: 39 Blake Street, Rose Bay, NSW 2029

SIGNED by Ryan Steven Piasente

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)

Ryan Piasente

Email: ryan.piasente@gmail.com

Telephone: +61 457 293 182

Address: 25 Oakwood Avenue, Brighton 3186 VIC

SIGNED by Taiyang Zhang

)
)
)



Email: bftzhang@gmail.com

Telephone: +6598419590

Address: 9 Leedon Heights, #34-23 D'Leedon,
267954, Singapore

SIGNED by Tiantian Cheng Zhang
Kullander

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)
)



Email:

tiantian.kullander@pm.me

Telephone:

+852 5229 1007

Address:

2A Seymour Rd, Mid-Levels, Central, Hong Kong

SIGNED by Chen Alexander Yang

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)
)



Email: alexonemoretime@gmail.com

Telephone: +6592470360

Address: 57 GRANGE ROAD #01-09
GRAMERCY PARK SINGAPORE

SIGNED by Kee Jefferys for and on
behalf of Floodfill Pty Ltd

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)
)

Kee Jefferys

Email: keejefferys@protonmail.com

Telephone: 0432711678

Address: 705/38 Rose Lane, Melbourne,
Victoria, Australia

SIGNED by Michael Burgess
for and on behalf of **3Twelve Ventures**
Limited

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)
)



Email: burg@3twelve.capital
Telephone: +852 5726 8871
Address: 15/F, The Putman, 202 Queen's Road Central,
Central, Hong Kong

SIGNED by Poushan Leelodharry)
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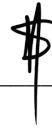
DocuSigned by:

7ACCA358977E43D...

Email: rish@rvlt.net
Telephone: +447720608934
Address: rish@rvlt.net

SIGNED by Samuel Mercer

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)
)

A handwritten signature in black ink, appearing to be 'S', is positioned above a horizontal line.

Email: sam@smercer.me

Telephone: +61404063899

Address: 25 Oakwood Avenue,
Brighton East, 3186, Victoria

SIGNED by Christopher Evans

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)
)



Email: chris@shuffle.com

Telephone: +46730438248

Address: Björnbärsvägen 145 Böleäng 90435 Sweden

Schedule 1

Deed of Adherence

The undersigned acknowledges that it/he/she has been provided with a copy of that certain Shareholders Agreement among Mixed Order Limited (the **Company**) and the Shareholders named therein and dated as of (the **Shareholders Agreement**).

The undersigned, desiring to enter into the Shareholders Agreement, hereby joins and executes as a deed the Shareholders Agreement by the execution as a deed of this Deed of Adherence. The Shareholders Agreement shall include the undersigned as one of the Shareholders covered thereunder.

As a condition to becoming a Shareholder of the Company, the undersigned hereby agrees to be bound by the terms, provisions, restrictions and covenants applicable to the Shareholders contained in the Shareholders Agreement, and hereby agrees to be bound by and accepts all of the rights, duties, privileges and responsibilities afforded to and imposed upon the Shareholders by the Shareholders Agreement.

All capitalised terms not defined herein shall have the meaning set forth in the Shareholders Agreement.

IN WITNESS WHEREOF this Deed has been executed on the _____ day of _____, 20____.

EXECUTED as a **DEED** for and on behalf)
of)

) By: _____

Name:

Position:

in the presence of:

Witness signature

Name:

Address:

Occupation:

Schedule 2

Part I

Initial Investors

1. Taiyang Zhang, an Australian national with passport number PA2790935
2. Tiantian Cheng Zhang Kullander, a Swedish national with passport number 95307851
3. Chen Alexander Yang, an Australian national with passport number E4125012
4. Floodfill Pty Ltd, a company incorporated in Australia with ACN 624099501
5. 3Twelve Ventures Limited, a BVI business company incorporated in the British Virgin Islands with company registration number 2077320

Part II

Advisors

1. Poushan Leelodharry, a British national with passport number 525441689
2. Samuel Mercer, an Australian national with passport number PA5151641
3. Christopher Evans, an Australian national with passport number PA5085827

SIGNATORIES

SIGNED for and on behalf of **Mixed Order Limited**)

)

)

) By:



Name: Noah Denis Dummett

Position: Director

SIGNED for and on behalf of **Salina
Masud Pty Ltd**

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)

By:

DocuSigned by:
Ishraq Haque
ED10E9D5E80D4F2...

Name: Ishraq Masud Haque
Position: Director

SIGNED for and on behalf of **Upside
Hodlings Pty Ltd**

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)
)

By:



Name: Henrik Andersson

Position: Director

SIGNED for and on behalf of **DAUS**
Capital Pty Ltd

)
)
)
)

By:

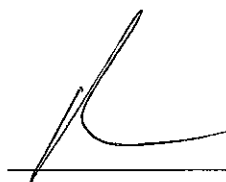


Name: James Walsh

Position: Director

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)
)
)

By:



Name: Patrick Duke

Position: Director

SIGNED by Siu Jun James Zhong

)

)

)

Email:

james.zhong@hotmail.com

Telephone:

Address:

26 Spence St, Mount Gravatt East
QLD AU 4122



SIGNED for and on behalf of **NIFTER Pty Ltd**

)
)
)
)

By:



Name: Christopher Laurent

Position: Director

)
)
)
)

By:



Name: Raed Salha

Position: Director

SIGNED by Skyline Capital Pty Ltd as)
Trustee for Adam Newton Family)
Trust)

By:



Name:

Adam Newton

Position:

Director

SIGNED by **Richard Smith**

)
)
)



Email:

rich@blackroyal.io

Telephone:

Address:

Level 5, 80 Market Street, South
Melbourne, VIC, 3205, Australia

**SIGNED by LIPCC Pty Ltd ATF The
LIPCC Superannuation Fund**

)
)
)

Name:

Anthony McNamara

Position:

Director

