ASX / Media Release

PIVOTAL ENTERS INTO MERGER AGREEMENT WITH OMEGAX

Fremont, California and Sydney, Australia; 13 November 2023 — Pivotal Systems Corporation ("Pivotal" or the "Company") (ASX: PVS), a leading provider of innovative gas flow control (GFC) solutions to the semiconductor industry, announces that it has entered into a definitive merger agreement (**Merger Agreement**) to be acquired by OmegaX, Inc, a California corporation (**Transaction**).

- Pivotal Systems Corporation (**Pivotal**) has entered into a binding Merger Agreement under which Pivotal will be acquired by a subsidiary of OmegaX, Inc and Pivotal will be de-listed from the ASX.
- Pivotal's Board has approved the Transaction and considers it to be in the best interests of Pivotal securityholders.
- Pivotal shareholders representing approximately 52% of the common stock and 100% of the RBI preferred stock have approved the Transaction.
- Pivotal shareholders and CDI holders do not need to take any action to receive consideration under the merger.

Overview of the Transaction

OmegaX has agreed to acquire all of the issued shares in the Company and resolve the Company's outstanding debt and preferred stock obligations for cash consideration. The Transaction values Pivotal at approximately US$18 million (subject to customary working capital adjustments).

The Transaction is the result of the strategic process announced in February 2023 led by a third-party investment bank, Needham & Company, and appointed with unanimous consent of the board of directors at that time. The acquiror, OmegaX, is not affiliated with any current shareholder, director, officer, employee, customer or vendor of Pivotal Systems.

Under the Transaction, after the repayment of external debt, redemption of the Company's RBI Preferred Stock and payment of transaction expenses and bonuses, Pivotal shareholders and CDI holders will receive A$0.0001 per share/CDI in cash. In connection with the Transaction, the holder of RBI Preferred Stock has agreed to forego approximately US$4.3 million to which it otherwise would have been entitled in connection with its redemption of RBI Preferred Stock and the repayment of its indebtedness. The price per share/CDI represents a discount of:

- 96.6% to the closing price of Pivotal's CDIs on the day prior to entering into the Merger Agreement;
- 97.1% to the 30 day VWAP of Pivotal's CDIs prior to the date of this announcement;
- 97.4% to the 60 day VWAP of Pivotal's CDIs prior to the date of this announcement.

The Transaction is subject to customary conditions as set out in the attached Merger Agreement. The Transaction is not subject to any financing conditions.

Pivotal's Board of Directors has approved the Transaction which it considers to be in the best interests of its securityholders given the Company's financial position and constraints on funding as it provides

Pivotal Systems Corporation
ARBN 626 346 325
48389 Fremont Blvd. Suite 100, Fremont, CA, 94538
Phone +1 (510) 770 9125, Fax +1 (510) 770 9126
Web / https://www.pivotalsys.com

common and preferred stockholders and CDI holders with certainty of value and an exit in cash.[1] The Directors consider that, in the absence of the Transaction, the Company is unlikely to secure any better outcome for shareholders.

As a merger under Delaware law, the Transaction is required to be approved by the holders of a majority of the shares of common stock on issue and a majority of the holders of Pivotal's RBI Preferred Stock. The Company has obtained these approvals by written consent and therefore the Transaction is not subject to any further approvals by Pivotal securityholders. Any Pivotal shareholder who does not wish to accept the consideration provided in the Merger Agreement has the right to demand, pursuant to Delaware law, the appraisal of, and to be paid the fair market value for, their shares of Company common stock. Further details of the appraisal rights and the process to exercise these rights will be set out in the information statement to be sent to securityholders on or around 20 November 2023. Appraisal rights are available to the holders of shares of common stock and CDIs. CDI holders may exercise the appraisal rights by converting their CDIs to shares prior to the Record Date for the Transaction, or may exercise such rights after completion of the Transaction following the process to exercise the appraisal right as set out in the information statement to be sent securityholders on or around 20 November 2023.

Subject to satisfaction of the remaining conditions, Pivotal will be delisted from ASX on completion of the Transaction.

A copy of the Merger Agreement is attached to this announcement. Pivotal will also send an information statement to shareholders and CDI holders on the register as at the record date for the Transaction which will set out further details of the Transaction and its implications for securityholders.

Indicative timetable

Date (AEDT)	Event
11 November 2023	Signature of Merger Agreement and shareholder written consent
14 November 2023	Last day for trading Pivotal CDIs on ASX Pivotal CDIs suspended from trading at close of trading
16 November 2023	Record Date for determining participants in the Transaction
20 November 2023	Date for completion of merger. Purchase price paid to paying agents on behalf of Pivotal securityholders Removal of Pivotal from the Official List of ASX
20 November 2023	Date for dispatch of Information Statement to Pivotal shareholders and CDI holders

[1] The Company's executive director and CEO, Kevin Hill (together with Ronald Warrington (CFO)) is entitled to receive bonuses on successful completion of the Transaction of an aggregate amount of US$600,000 as compensation for the additional time incurred in the transaction process. Non-executive director David Michael is a member of the general partner of certain Anzu funds which will receive payments upon completion of the Transaction by way of partial repayment of promissory notes and redemption of RBI Preferred Stock at less than its full preference.

Pivotal Systems Corporation
ARBN 626 346 325
48389 Fremont Blvd. Suite 100, Fremont, CA, 94538
Phone +1 (510) 770 9125, Fax +1 (510) 770 9126
Web / https://www.pivotalsys.com

23 November 2023	Expected date for payment of purchase price to Pivotal shareholders and CDI holders

THIS RELEASE DATED 13 NOVEMBER 2023 HAS BEEN AUTHORISED FOR LODGEMENT TO ASX BY THE BOARD OF DIRECTORS OF PIVOTAL SYSTEMS.

- ENDS -

For further information:

Kevin Hill, Chief Executive Officer
ir@pivotalsys.com

ASX Representative:
Danny Davies
Company Matters Pty Ltd
davies@companymatters.com.au

If investors wish to subscribe to Pivotal Systems' email alert service for ASX Announcements, please follow this link.

About Pivotal Systems Corporation (ASX: PVS)
Pivotal Systems Corporation (ARBN 626 346 325), is a company incorporated in Delaware, USA, whose stockholders have limited liability. Pivotal Systems provides the best-in-class gas flow monitoring and control technology platform for the global semiconductor industry. The Company's proprietary hardware and software utilizes advanced machine learning to enable preventative diagnostic capability resulting in an order of magnitude increase in fab productivity and capital efficiency for existing and future technology nodes. For more information on Pivotal Systems Corporation, visit https://www.pivotalsys.com/.

Notice to U.S. persons: restriction on purchasing CDIs
Pivotal Systems is incorporated in the State of Delaware and its securities have not been registered under the U.S. Securities Act of 1933 or the laws of any state or other jurisdiction in the United States. Trading of Pivotal Systems' CHESS Depositary Interests ("CDIs") on the Australian Securities Exchange is not subject to the registration requirements of the U.S. Securities Act in reliance on Regulation S under the U.S. Securities Act and a related 'no action' letter issued by the U.S. Securities and Exchange Commission to the ASX in 2000. As a result, the CDIs are "restricted securities" (as defined in Rule 144 under the U.S. Securities Act) and may not be sold or otherwise transferred except in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act. For instance, U.S. persons who are qualified institutional buyers ("QIBs", as defined in Rule 144A under the U.S. Securities Act) may purchase CDIs in reliance on the exemption from registration provided by Rule 144A. To enforce the transfer restrictions, the CDIs bear a FOR Financial Product designation on the ASX. This designation restricts CDIs from being purchased by U.S. persons except those who are QIBs. In addition, hedging transactions with regard to the CDIs may only be conducted in compliance with the U.S. Securities Act.

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

OMEGAX, INC.,

OMEGAX MERGER SUB, INC.,

PIVOTAL SYSTEMS CORPORATION

AND

THE SECURITYHOLDERS' REPRESENTATIVE

NOVEMBER 10, 2023

TABLE OF CONTENTS

EXHIBITS

SCHEDULES

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into as of November 10, 2023 (the "***Agreement Date***"), by and among OmegaX, Inc., a California corporation ("***Acquiror***"), OmegaX Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of Acquiror ("***Sub***"), Pivotal Systems Corporation, a Delaware corporation (the "***Company***"), and, solely with respect to Sections 1.16, 1.17 and Article VII hereof, the Securityholders' Representative (as defined herein).

RECITALS

A. The Board of Directors of the Company (the "***Company Board***") has determined that it would be advisable and in the best interests of the Company Securityholders (as defined herein) that Sub merge with and into the Company (the "***Merger***"), with the Company to survive the Merger and to become a wholly owned subsidiary of Acquiror, on the terms and subject to the conditions set forth in this Agreement, and, in furtherance thereof, has (i) approved the Merger, this Agreement and the other transactions contemplated by this Agreement and declared the Merger to be advisable and (ii) recommended adoption of this Agreement by the Company Stockholders, in accordance with Section 251 and Section 228 of the General Corporation Law of the State of Delaware ("***Delaware Law***").

B. The Board of Directors of each of Acquiror and Sub has approved the Merger, this Agreement and the other transactions contemplated by this Agreement.

C. Pursuant to the Merger, among other things, the issued and outstanding shares of capital stock of the Company ("***Company Stock***") shall be converted into the right to receive cash in the manner set forth herein.

D. This Agreement and the transactions contemplated hereby, including the Merger, were approved by the Company Stockholders representing the outstanding shares of Company Stock listed on Annex A hereto in accordance with Section 228 of Delaware Law.

E. The Company, Sub and Acquiror desire to make certain representations, warranties, covenants and other agreements in connection with the Merger as set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below. Unless indicated otherwise, all mathematical calculations contemplated hereby shall be rounded to the hundredth decimal place.

"***Acquiror***" has the meaning given to it in the Preamble.

"***Acquisition Transaction***" has the meaning given to it in Section 4.12.

"***Affiliate***" with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person provided that, for purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"***Agreement***" means this Agreement and Plan of Merger as the same may be amended or supplemented from time to time in accordance with its terms.

"***Agreement Date***" has the meaning given to it in the Preamble.

"***Antitrust Law***" means HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the FTC Act, as amended, and any other Legal Requirement that is designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, restraint of trade, or substantial lessening of competition.

"***ASIC***" means the Australian Securities and Investments Commission.

"***ASX***" shall mean ASX Limited ACN 008 624 691 or the financial market operated by it, as the context requires.

"***ASX Listing Rules***" shall mean the Listing Rules of the ASX as amended or waived and applicable to the Company from time to time.

"***ASX Settlement Operating Rules***" means the rules of ASX Settlement Pty Ltd (ACN 008 504 532).

"***Business Day***" means any day other than Saturday, Sunday, or a day on which commercial banks in California or ASX are obligated by any Legal Requirement to close.

"***Delaware Law***" has the meaning given to it in Recital A.

"***Depositary***" means CHESS Depositary Nominees Pty Ltd.

"***Depositary Shares***" shall have the meaning set forth in Section 1.9(a)(vii).

"***Cash***" has the meaning given to it in this Section 1.1 under the definition "Effective Time Cash."

"***CARES Act***" means the Coronavirus Aid, Relief, and Economic Security Act of 2020, as may be amended or modified from time to time including any rules or regulations promulgated thereunder (including any analogous or similar provision under state and local Law).

"***CFIUS***" means the Committee on Foreign Investment in the United States and each member agency thereof acting in such capacity.

"***Certificate of Merger***" has the meaning given to it in Section 1.2.

"***Certificate(s)***" means the electronic certificates representing shares of Company Common Stock and Company Preferred Stock.

"***Closing***" has the meaning given to it in Section 1.3.

"***Closing CDI Merger Consideration"*** means the aggregate amount of the Closing Merger Consideration to be paid pursuant to the Company Certificate of Incorporation to the beneficiary holders of Common Stock held by CHESS Depositary Nominees, which will be paid to the holders of Company CDIs outstanding immediately prior to the Effective Time by virtue of the beneficiary interest in such Depositary Shares underlying the Company CDIs.

"***Closing CDI Amount"*** means the quotient obtained by *dividing* (a) the Closing CDI Merger Consideration, *by* (b) the aggregate number of Company CDIs outstanding immediately prior to the Effective Time.

"***CDI Merger Consideration***" means the Closing CDI Merger Consideration.

"***Closing Common Merger Consideration***" means the aggregate amount of the Closing Merger Consideration to be paid pursuant to the Company Certificate of Incorporation to the holders of Common Stock outstanding immediately prior to the Effective Time (excluding any shares held by CHESS Depositary Nominees).

"***Closing Common Per Share Amount***" means the quotient obtained by *dividing* (a) the Closing Common Merger Consideration, *by* (b) the Total Common Stock.

"***Closing RBI Preferred Merger Consideration***" means the aggregate amount of the Closing Merger Consideration to be paid to the holders of RBI Preferred Stock outstanding immediately prior to the Effective Time, as set forth in the Spreadsheet.

"***Closing RBI Preferred Merger Consideration Per Share***" means an amount equal to: (a) the Closing RBI Preferred Merger Consideration, divided by (b) the number of shares of RBI Preferred Stock issued and outstanding as of immediately prior to the Effective Time.

"***Closing Date***" has the meaning given to it in Section 1.3.

"***Closing Date Calculations Delivery Date***" has the meaning given to it in Section 1.15(a).

"***Closing Expenses Certificate***" means a certificate executed by the Chief Financial Officer of the Company, certifying the amount of Transaction Expenses not paid immediately prior to the Effective Time (including an itemized list of each such Transaction Expense, invoices therefor and wire instructions for the payment thereof).

"***Closing Merger Consideration***" shall mean: (i) the sum of the Merger Consideration, *minus* (ii) the Escrow Amount, *minus* (iii) the Reserve.

"***Closing Net Working Capital***" means Company Net Working Capital as of the Effective Time.

"***Code***" means the Internal Revenue Code of 1986, as amended.

*"**Company***" has the meaning given to it in the Preamble.

"***Company ASX Documents***" has the meaning given to it in Section 2.27(a).

"***Company Authorizations***" has the meaning given to it in Section 2.10.

"***Company Balance Sheet***" has the meaning given to it in Section 2.5.

"***Company Balance Sheet Date***" has the meaning given to it in Section 2.6.

"***Company Board***" has the meaning given to in Recital A.

"***Company Capital Stock***" means (a) the Company Common Stock; (b) the Company CDIs; and (c) the Company Preferred Stock.

"***Company Cash Certificate***" means a certificate executed by the Chief Financial Officer of the Company, certifying on behalf of the Company the amount of the Effective Time Cash.

"***Company CDI***" the CHESS Depositary Interests of the Company, each constituting a beneficial interest in one share of Company Common Stock.

"***Company Certificate of Incorporation***" means the Thirteenth Amended and Restated Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware on May 1, 2023, as amended.

"***Company Common Stock***" means the common stock, par value of $0.0001 per share, of the Company.

"***Company Disclosure Letter***" has the meaning given to it in Article II.

"***Company Employee Options***" means the Company Options held by an employee or former employee of the Company.

"***Company Employee Optionholders***" means the holders of Company Employee Options.

"***Company Employee Plans***" has the meaning given to it in Section 2.16(a).

"***Company Indebtedness***" means an amount equal to the Indebtedness of the Company as of the Effective Time.

"***Company Indebtedness Certificate***" means a certificate executed by the Chief Financial Officer of the Company, certifying on behalf of the Company an itemized list of all outstanding Company Indebtedness and the Person to whom such outstanding Company Indebtedness is owed and an aggregate total of such outstanding Company Indebtedness together with customary payoff letters relating thereto and

wire instructions for the payment thereof and all instruments and documents necessary to release any and all Encumbrances securing Company Indebtedness, including any necessary UCC termination statements or other releases, in each case, in form and substance reasonably satisfactory to Acquiror.

"***Company Intellectual Property***" means all Intellectual Property owned or purported to be owned by the Company or used by the Company in the conduct of its business.

"***Company Net Working Capital***" means an amount equal to the difference of (a) the total consolidated current assets (*but excluding* any Cash) of the Company, *less* (b) the total consolidated current liabilities (*but excluding* any deferred revenue, Transaction Expenses, Third Party Loans and Indebtedness), as determined in accordance with GAAP, applied on a basis consistent with the Company's past practices used in preparing the Financial Statements. By way of illustration, a calculation of Company Net Working Capital as of September 30, 2023 is set forth on Schedule 1.1 hereto.

"***Company Net Working Capital Target***" means $ 4,000,000.

"***Company Non-Employee Options***" means the Company Options held by a Person who is neither an employee nor a former employee of the Company.

"***Company Non-Employee Optionholders***" means the holders of Company Non-Employee Options.

"***Company Optionholders***" means the holders of Company Options.

"***Company Option Plan***" means the Company's 2012 and 2022 Equity Incentive Plans (as amended from time to time).

"***Company Options***" means options or rights to purchase shares of Company Common Stock.

"***Company Preferred Stock***" means the RBI Preferred Stock.

"***Company Securityholders***" means (a) the Company Stockholders, (b) the Company Optionholders, collectively.

"***Company Stock***" has the meaning given to it in Recital C.

"***Company Stockholders***" means the holders of shares of outstanding Company Capital Stock.

"***Confidentiality Agreement***" has the meaning given to it in Section 4.4(a).

"***Consent***" means any consent, waiver, approval, authorization, exemption, registration or declaration.

"***Continuing Employees***" means the employees of the Company who remain employees of the Surviving Corporation or become employees of Acquiror following the Effective Time.

"***Contract***" means any written or oral contract, agreement, purchase or sale order, instrument, license, commitment, undertaking or arrangement.

"***Corporations Act***" means the *Corporations Act 2001* (Cth), as amended from time to time.

"***COVID-19***" means the 2019 novel coronavirus.

"***Delaware Law***" has the meaning given to it in Recital A.

"***Dissenting Shares***" means any shares of Company Capital Stock that are issued and outstanding immediately prior to the Effective Time and in respect of which appraisal rights have been perfected in accordance with Delaware Law in connection with the Merger.

"***Effective Time***" has the meaning given to it in Section 1.5.

"***Effective Time Cash***" means an amount equal to the Company's total cash, cash equivalents and marketable securities ("***Cash***") on hand as of the Effective Time.

"***Encumbrance***" means, with respect to any asset, any mortgage, deed of trust, lien, pledge, or charge, except for restrictions on transfer generally arising under any applicable federal or state or foreign securities laws.

"***Environmental Claim***" has the meaning given to it in Section 2.14(a)(i).

"***Environmental Laws***" has the meaning given to in Section 2.14(a)(ii).

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***ERISA Affiliate***" is any entity that would have ever been considered a single employer with the Company under Section 4001(b) of ERISA or part of the same "controlled group" as the Company for purposes of Section 302(d)(3) of ERISA.

"***Escrow Account***" means the account held by the Escrow Agent into which the Escrow Amount is deposited and held.

"***Escrow Agent***" means [Equiniti Trust Company LLC].

"***Escrow Agreement***" has the meaning given to it in Section 1.4(a)(ii).

"***Escrow Amount***" means $250,000.

"***Estimated Merger Consideration***" has the meaning given to it in Section 1.14.

"***Estimated Merger Consideration Statement***" has the meaning given to it in Section 1.14.

"***Facilities***" has the meaning given to it in Section 2.14(a)(v).

"***Final Merger Consideration***" has the meaning given to it in Section 1.16.

"***Financial Statements***" has the meaning given to it in Section 2.5.

"***Firm***" has the meaning given to it in Section 7.13.

"***Fraud***" means actual and deliberate fraud (and not a constructive fraud, statutory fraud, equitable fraud, negligent misrepresentation or omission, or any form of fraud premised on recklessness or negligence) under the laws of the State of Delaware committed by the Company in the making of the representations and warranties contained in Article II (as modified by the Company Disclosure Letter), with the intent of deceiving another Person to enter into this Agreement, and on which such other Person reasonably relies.

"***GAAP***" means United States generally accepted accounting principles.

"***Governmental Entity***" means any national, supra-national, federal, state, municipal, local or foreign government, or any court, tribunal, arbitrator, administrative agency, commission or other governmental or quasi-governmental authority or instrumentality, in each case whether domestic or foreign, any stock exchange or similar self-regulatory organization or any quasi-governmental body exercising any regulatory, Taxing or other governmental or quasi-governmental authority.

"***Hazardous Materials***" has the meaning given to it in Section 2.14(a)(iii).

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"***Indebtedness***" means, without duplication, all Liabilities in respect of (a) the outstanding principal amount of, and all accrued and unpaid interest on, and other payment obligations (including any prepayment premiums, penalties or other fees payable as a result of the consummation of the Merger) arising under any obligations of the Company consisting of (i) all indebtedness of the Company for borrowed money (other than trade debt incurred in the ordinary course of business consistent with past practices) and (ii) all long term debt obligations of the Company evidenced by notes, bonds, debentures or similar instruments, (b) all guarantees by the Company of Indebtedness of others, (c) obligations under finance leases that are required to be capitalized and accrued as indebtedness in accordance with GAAP.

"***Intellectual Property***" means all issued patents, patent applications, trademarks and service marks (registered or unregistered), trade names, domain names, copyrights, trade dress, logos, slogans, designs, trade secrets, proprietary or confidential data, know-how, inventions, works of authorship, and all pending applications for and registrations of patents, trademarks, service marks and copyrights.

"***International Trade Law***" means United States Legal Requirements applicable to international transactions, including, but not limited to, the Export Administration Act, the Export Administration Regulations, the Foreign Corrupt Practices Act, the Arms Export Control Act, the International Traffic in Arms Regulations, as amended, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the United States Customs laws and regulations, the Foreign Asset Control Regulations, and any regulations or orders issued thereunder.

"***knowledge of the Company***" (or similar words), means the actual knowledge of Kevin Hill, Ron Warrington and Joseph Monkowski, after reasonable inquiry regarding any matter requiring such inquiry and such knowledge as would reasonably be expected to be known by such persons in the ordinary and usual course of the performance of their duties to the Company.

"***Lease***" has the meaning set forth in Section 2.12.

"***Leased Real Property***" has the meaning set forth in Section 2.12.

"***Legal Requirements***" means all United States, or foreign federal, state, national, supra-national, provincial, or local laws, constitutions, statutes, codes, rules, common law, regulations, ordinances, executive orders, decrees or edicts by a Governmental Entity having the force of law.

"***Letter of Transmittal***" has the meaning given to it in Section 1.10(b)(i).

"***Liability***" means any liability, debt, obligation, Tax, penalty, fine, damage, claim, assessment, amount to be paid in settlement, judgment or other loss, cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due.

"***Material Adverse Effect***" means any change, event, development or effect with respect to the Company that, individually or in the aggregate, (a) has a material adverse effect on the business, results of operations or financial condition of the Company , taken as a whole, or (b) materially impairs or delays, or would reasonably be expected to prevent or materially impede or delay, the ability of the Company to consummate the transactions contemplated by this Agreement, other than, in each case, any change, event, development or effect that results from or is related to: (i) any change in the financial, banking, currency or capital markets in the United States or any general shutdown of the United States government; (ii) changes in law, GAAP or other applicable accounting standards or the interpretations thereof; (iii) acts of God, epidemics, pandemics (including COVID-19) or other calamities, national or international political or social conditions (or the escalation or worsening thereof), including the engagement by any country in hostilities, whether commenced before or after the date hereof, and whether or not pursuant to the declaration of a national emergency or war, or the occurrence or threatened occurrence of any military or terrorist attack; (iv) any actions taken, or failures to take action, or such other changes or events, in each case, to which Acquiror has consented in writing; (v) the announcement or pendency of, or the taking of any action contemplated by or the compliance with the terms of, this Agreement and the other agreements contemplated hereby, including by reason of the identity of Acquiror or any communication by Acquiror regarding the plans or intentions of Acquiror with respect to the conduct of business of the Company and including the resignation or termination of any employee following the announcement of the transactions contemplated hereby; or (vi) any item or items set forth in the Company Disclosure Letter, in the case of clauses (i), (ii) and (iii), other than to extent such changes, events, developments or effects disproportionately impact the Company in a negative manner relative to the other companies in the industry in which the Company operates.

"***Material Contract***" has the meaning given to it in Section 2.19.

"***Merger***" has the meaning given to it in Recital A.

"***Merger Consideration***" means the amount (without duplication), as may be adjusted pursuant to Section 1.15, equal to: (a) the sum of (i) $18,000,000, (ii) the Net Working Capital Adjustment and (iii) the Effective Time Cash, *less* (b) the sum of (i) the Transaction Expenses, (ii) Third Party Loans and (iii) the Company Indebtedness.

"***Negative Adjustment Amount***" has the meaning given to it in Section 1.16(c).

"***Net Working Capital Adjustment***" means, if and only if the Company Net Working Capital Target exceeds the Closing Net Working Capital, an amount equal to Closing Net Working Capital *minus* the Company Net Working Capital Target. For the avoidance of doubt, the "Net Working Capital Adjustment", if applicable, is a negative number.

"***Neutral Auditor***" has the meaning given to it in Section 1.15(b).

"***Open Source Software***" has the meaning given to it in Section 2.13(n).

"***Option Surrender Form***" has the meaning given to it in Section 1.10(b)(iv).

"***Order***" means any decree, judgment, injunction or other order, whether temporary, preliminary or permanent.

"***Outside Date***" has the meaning given to it in Section 6.1(b)

"***Paying Agent (AUS)***" means Link Market Services.

"***Paying Agent (US)***" means Equiniti Trust Company LLC.

"***Paying Agent Agreement US***" has the meaning set forth in Section 1.4(a)(iii).

"***Permitted Encumbrances***" means: (a) statutory liens for Taxes that are not yet due and payable or liens for Taxes being contested in good faith by any appropriate proceedings diligently pursued for which adequate reserves have been set forth in the Financial Statements in accordance with GAAP applied on a consistent basis; (b) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by applicable Legal Requirements; (c) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens which are not yet due and payable or if due, which are being contested in good faith by appropriate proceedings diligently pursued and for which adequate reserves have been established; (d) any Encumbrances against the interest of the landlord or sublandlord of any Leased Real Property that are not caused by the Company and do not adversely affect the Company's leasehold interest in, or the Company's use of, such Leased Real Property or otherwise impair the Company's business operations at or relating to such Leased Real Property; (e) non-exclusive licenses of Intellectual Property granted in the ordinary course of business; and (f) such imperfections of title and non-monetary Encumbrances as do not and will not detract from or interfere with the use of the properties subject thereto or affected thereby, or otherwise impair business operations involving such properties.

"***Person***" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, trust, proprietorship, joint venture, business organization or Governmental Entity.

"***Personal Data***" means: a person's first name and last name or first initial and last initial in combination with any one or more of the following data elements that relate to the person: (a) Social Security Number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without the security code, access code, personal identification number or password, that would permit access to a person's financial account; provided, however, that "Personal Data" shall not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the general public.

"***Positive Adjustment Amount***" has the meaning given to it in Section 1.16(b).

"***Post-Closing Amount***" shall mean (a) any cash disbursements required to be made from the Reserve, *plus* (b) any cash disbursements required to be made, if any, under Section 1.16 to the holder of the RBI Preferred Stock.

"***Post-Closing RBI Per Share Amount***" means the quotient obtained by *dividing* (a) the Post-Closing Amount, by (b) the total number of RBI Preferred Stock that are issued and outstanding immediately prior to the Effective Time.

"***Proceeding***" means any administration or judicial action or proceeding.

"***Products***" has the meaning given to it in Section 2.13(l).

"***Property***" has the meaning given to it in Section 2.14(a)(iv).

"***Pro Rata Share***" means with respect to each Company Securityholder the percentage represented by the quotient of (a) the amount of Merger Consideration payable to such Company Securityholder, divided by (b) the aggregate amount of Merger Consideration payable to all Company Securityholders, including in each case and for clarity, amounts allocable to the Escrow Amount and the Reserve, and as set forth in the Spreadsheet next to such Company Securityholder's name in the column entitled "Pro Rata Share."

"***Proposed Closing Date Calculations***" has the meaning given to it in Section 1.15(a).

"***Information Statement***" shall have the meaning set forth in Section 2.10.

"***RBI Preferred Stock***" means the RBI Preferred Stock, par value of $0.00001 per share, of the Company.

"***RBI Stockholder Waiver***" means the form of waiver reasonably satisfactory to the Parent from the holder of RBI Preferred Stock waiving its rights to receive full payment pursuant to the Company Certificate of Incorporation.

"***Release***" has the meaning given to it in Section 2.14(a)(vi).

"***Remaining Escrow Amount***" has the meaning given to it in Section 1.16(c).

"***Reserve***" has the meaning given to in Section 7.2(c).

"***Resolution Period***" has the meaning given to in Section 1.15(b).

"***Restraints***" has the meaning given to in Section 5.1(a).

"***Sanctioned Person***" means (a) any Person that is the subject or target of Sanctions (including but not limited to any Person that is designated on the list of "Specially Designated Nationals and Blocked Persons" administered by the U.S. Treasury Department's Office of Foreign Assets Control, or on any list of any economic or financial sanctions administered by the U.S. State Department, the United Nations, the European Union or any member state thereof, the United Kingdom, or any similar list maintained by, or public announcement of Sanctions designation made by, any applicable national economic sanctions authority), (b) any government, national, or resident of, or legal entity located in or organized under, the laws of a country or territory which is the subject of country- or territory-wide Sanctions (including without limitation Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine), (c) any Person who is owned 50% (fifty percent) or more, or Controlled, by any of the foregoing, or (d) any Person with whom business transactions, including exports and re-exports, would violate Sanctions.

"***Sanctions***" means all trade, economic and financial sanctions laws administered, enacted or enforced from time to time by (i) the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control and the United States Department of State), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) the United Kingdom (including without limitation Her Majesty's Treasury), or (v) any other similar Governmental Entity with regulatory authority over the Company or any Subsidiary from time to time.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Securityholders' Representative***" has the meaning given to it in Section 7.2(a).

"***Seller Group***" has the meaning given to it in Section 7.13.

"***Specified Courts***" has the meaning given to it in Section 7.10.

"***Spreadsheet***" has the meaning given to it in Section 1.17.

"***Stockholder Approval***" has the meaning given to it in Section 2.4(a)

"***Stockholder Consent***" has the meaning given to it in Section 4.3(b).

"***Sub***" has the meaning given to it in the Preamble.

"***Subsidiary***" means any corporation, association, business entity, partnership, limited liability company or other Person of which the Company, either alone or together with one or more Subsidiaries or by one or more other Subsidiaries (a) directly or indirectly owns or controls securities or other interests representing more than 50% of the voting power of such Person, or (b) is entitled, by Contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body.

"***Surviving Corporation***" has the meaning given to it in Section 1.2.

"***Tax***" (and, with correlative meaning, "***Taxes***" and "***Taxable***") means any net income, gross receipts, sales, use, ad valorem, value added, franchise, capital stock, profits, employment, excise, severance, stamp, real or personal property or other tax imposed by any Governmental Entity responsible for the imposition of any such tax (each, a "***Tax Authority***").

"***Tax Return***" means any return, amended return, statement, declaration, claim for refund, report, information return, document, notice or form filed or required to be filed with respect to Taxes, including any amendment thereof, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes the Company.

"***Third Party Loans***" means the Promissory Note dated September 25, 2023 between the Company and Anzu Industrial Capital Partners Annex, L.P. and the Promissory Note dated August 31, 2023 between the Company and Anzu RBI Mezzanine Preferred LLC.

"***Total CDIs***" means 368,001,067.

"***Total Common Stock***" means the sum, without duplication, of the aggregate number of shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time

(other than the Depository Shares or shares of Company Common Stock to be cancelled pursuant to Section 1.9(b)) .

"***Transaction Expenses***" means (i) all third party fees and expenses incurred by the Company in connection with this Agreement and the transactions contemplated hereby, including fees and expenses of the Company's financial advisors, legal counsel, investment bankers, accountants and auditors, that are unpaid immediately prior to the Closing (but excluding, for the avoidance of doubt, any severance or other similar payments , accrued vacation and accrued bonuses and other similar compensation paid or payable and the employer portion of any payroll Taxes of the Company payable thereon in connection with the voluntary or involuntary termination of any employee of the Company after the Effective Time) and (ii) payments under the Company's 2022 Change of Control Bonus Plan. For the avoidance of doubt, any Transaction Expenses of the Company shall not be included in the calculation of Company Net Working Capital or Indebtedness for any purpose hereunder.

"***Transfer Taxes***" has the meaning given to it in Section 4.8.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Section 1.1 shall have the meanings assigned to such terms in this Agreement.

1.2 The Merger. At the Effective Time, on the terms and subject to the conditions set forth in this Agreement, the applicable provisions of the certificate of in substantially the form attached hereto as Exhibit A (the "***Certificate of Merger***"), Sub shall merge with and into the Company, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation and become a wholly owned subsidiary of Acquiror. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "***Surviving Corporation***."

1.3 Closing. Unless this Agreement is earlier terminated in accordance with Section 6.1, the closing of the transactions contemplated hereby (the "***Closing***") shall take place at a time and date to be specified by the parties which will be no earlier than the second (2nd) Business Day after the 'Record Date' for the Merger that is required by the ASX Listing Rules (being 2 Business Days after the Company CDIs are suspended from trading on the ASX following the announcement of the Merger on the ASX) and following satisfaction or waiver of each of the conditions set forth in Article V (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) or at such other time as the parties hereto agree. The Closing shall be effected, to the extent practicable, by conference call, the electronic delivery of certain documents, and the prior physical exchange of certain documents and instruments to be held in trust by outside counsel to the recipient party pending authorization to release at the Closing. The date on which the Closing occurs is herein referred to as the "***Closing Date***."

1.4 Closing Deliveries.

(a) Acquiror Deliveries. Acquiror shall deliver to the Company, at or prior to the Closing, each of the following:

(i) a certificate, dated as of the Closing Date, executed on behalf of Acquiror by a duly authorized officer of Acquiror, to the effect that each of the conditions set forth in Section 5.2(a) and Section 5.2(b) have been satisfied;

(ii) an Escrow Agreement, in substantially the form attached hereto as Exhibit B (the "***Escrow Agreement***"), dated as of the Closing Date and executed by Acquiror;

(iii) Paying Agent Agreement, in substantially the form attached as Exhibit C (the "***Paying Agent Agreement US***"), dated as of the Closing Date and executed by Acquiror and each of the Paying Agent (US);

(iv) payment to the Paying Agent (AUS) by wire transfer of immediately available funds an amount equal to the Closing CDI Merger Consideration payable pursuant to the terms of this Agreement in exchange for each Company CDI;

(v) payment to the Paying Agent (US) by wire transfer of immediately available funds an amount equal to the Closing Common Per Share Amount payable pursuant to the terms of this Agreement in exchange for all shares of Total Common Stock;

(vi) payment to the holder of RBI Preferred Stock by wire transfer of immediately available funds an amount equal to the Closing RBI Preferred Merger Consideration Per Share payable pursuant to the terms of this Agreement in exchange for all shares of RBI Preferred Stock;

(vii) payment to the Escrow Agent by wire transfer of immediately available funds the Escrow Amount in accordance with the provisions of the Escrow Agreement;

(viii) payment to the Securityholders' Representative by wire transfer of immediately available funds the Reserve;

(ix) payments of any amounts of money due and owing from the Company to the loan holders of the Third Party Loans set forth on the Closing Expenses Certificate;

(x) payments of any amounts of money due and owing from the Company to third parties as Transaction Expenses set forth on the Closing Expenses Certificate; and

(xi) payment to holders of outstanding Company Indebtedness set forth on the Company Indebtedness Certificate for which a payoff letter has been delivered, if any, the amount set forth therein by wire transfer of immediately available funds.

(b) Company Deliveries. The Company shall deliver to Acquiror, at or prior to the Closing, each of the following:

(i) a certificate, dated as of the Closing Date and executed on behalf of the Company by a duly authorized officer of the Company, to the effect that the conditions set forth in Section 5.3(a) and Section 5.3(b) have been satisfied;

(ii) a certificate, dated as of the Closing Date and executed on behalf of the Company by its Secretary, certifying (A) resolutions of the Company Board approving and authorizing the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby and (B) resolutions of the Company Stockholders approving the Merger and adopting this Agreement;

(iii) the Escrow Agreement, dated as of the Closing Date and executed by the Securityholders' Representative;

(iv) a statement of resignation executed by each of the directors and officers of the Company in office immediately prior to the Closing as directors and/or officers, as applicable, of the Company, effective no later than immediately prior to the Effective Time;

(v) a certificate dated within ten (10) days prior to the Closing Date from the Secretary of State of the State of Delaware certifying that the Company is in good standing under the laws of the State of Delaware;

(vi) the Spreadsheet completed to include all of the information specified in Section 1.17;

(vii) the Estimated Merger Consideration Statement of the Company as contemplated by Section 1.14;

(viii) the Closing Expenses Certificate;

(ix) the Company Indebtedness Certificate;

(x) the Company Cash Certificate; and

(xi) RBI Stockholder Waiver.

(xii) a certificate and related IRS notice, in substantially the form attached hereto as Exhibit E (the "**FIRPTA Certificate and Notification Letter**"), certifying that no interest in the Company is a "United States real property interest" within the meaning of Code Section 897(c)(1) satisfying the requirements of Treasury Regulation Section 1.1445-2(c)(3) and the notification to the Internal Revenue Service required under Section 1.897-2(h) of the Treasury Regulations together with authorization for Acquiror to deliver such completed FIRPTA Certificate and Notification Letter to the IRS.

1.5 Effective Time. On the Closing Date, after the satisfaction or waiver of each of the conditions set forth in Article V, Sub and the Company shall cause the Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of Delaware Law. The Merger shall become effective on the date and time on which the Certificate of Merger has been filed with the Secretary of State of the State of Delaware or such later time as may be agreed to by Acquiror and the Company in writing (and set forth in the Certificate of Merger), such time being referred to herein as the "***Effective Time***."

1.6 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger and the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Company and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Company and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.7 Certificate of Incorporation and Bylaws.

(a) At the Effective Time, the certificate of incorporation of Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended.

(b) At the Effective Time, the bylaws of Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended.

1.8 Directors and Officers.

(a) At the Effective Time, the members of the Board of Directors of Sub immediately prior to the Effective Time shall be the members of the Board of Directors of the Surviving Corporation immediately after the Effective Time until their respective successors are duly elected, designated and qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation of the Surviving Corporation.

(b) At the Effective Time, the officers of Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately after the Effective Time until their respective successors are duly appointed or until their earlier death, resignation or removal in accordance with the certificate of incorporation of the Surviving Corporation.

1.9 Effect on Company Capital Stock and Company Options.

(a) Treatment of Company Capital Stock Owned by Company Stockholders; Treatment of Capital Stock of Sub. On the terms and subject to the conditions set forth in this Agreement, by virtue of the Merger and without any action on the part of Acquiror, Sub, the Company, or any holder of the Company Capital Stock and/or the Company Options:

(i) Company CDIs. At the Effective Time, each Company CDI issued and outstanding immediately prior to the Effective Time and all rights in respect thereof, shall be converted automatically in accordance with Section 1.9(a)(viii) into and shall thereafter represent the right to receive an amount in cash equal toat the Closing, the Closing CDI Amount

(ii) As of the Effective Time, all Company CDIs shall no longer be outstanding and shall be canceled in accordance with Section 1.9(a)(viii) and shall cease to exist, and the holders immediately prior to the Effective Time of any Company CDIs shall cease to have any rights with respect thereto, except the right to receive the CDI Merger Consideration to be paid in accordance with this Article I (subject to any applicable withholding Tax in accordance with Section 1.12).

(iii) Preferred Stock. At the Effective Time, each share of RBI Preferred Stock issued and outstanding immediately prior to the Effective Time and all rights in respect thereof, shall be cancelled and converted into and represent the right to receive an amount in cash, without interest, equal to the Closing RBI Preferred Merger Consideration Per Share, *plus* (ii) the Post-Closing RBI Per Share Amount, if, when and as paid (subject to any applicable withholding Tax in accordance with Section 1.12);

(iv) Common Stock. At the Effective Time, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than the Dissenting Shares and shares owned by the Company) shall be automatically converted into the right to receive an amount of cash (without interest) equal to at the Closing, the Closing Common Per Share Amount (subject to any applicable withholding Tax in accordance with Section 1.12).

(v) Amount Received. The amount of cash each holder of Company Preferred Stock, Company Common Stock or Company CDIs is entitled to receive for the shares of Company Preferred Stock, Company Common Stock or Company CDIs held by such holder shall be rounded

to the nearest cent and computed after aggregating cash amounts for all shares of Company Preferred Stock and Company Common Stock held by such holder.

(vi) Company Options. Prior to the Effective Time, the Company Board shall take all actions necessary to provide that each Company Option that is outstanding and unexercised immediately prior to the Effective Time shall be cancelled and terminated without consideration at the Effective Time in accordance with the Company Option Plan. Each outstanding Company Option immediately prior to the Effective Time shall be cancelled and no consideration shall be delivered in exchange therefor. At or before the Effective Time, the Company shall take such actions or cause such actions to be taken as are necessary to cause the transactions contemplated by this Section 1.9(a)(v) to be accomplished and to ensure that all Company Options, to the extent not exercised prior to the Effective Time, shall terminate and be cancelled as of the Effective Time.

(vii) Capital Stock of Sub. Each share of capital stock of Sub that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without further action on the part of Acquiror, Sub, the Company or the sole shareholder of Sub, be converted into and become [●] shares of common stock of the Surviving Corporation (and the shares of Surviving Corporation into which the shares of Sub capital stock are so converted shall be the only shares of the Surviving Corporation's capital stock that are issued and outstanding immediately after the Effective Time, such that Acquirer shall become the sole and exclusive owner of all the issued and outstanding capital stock of the Surviving Corporation). Any certificate evidencing ownership of shares of Sub common stock shall evidence ownership of such shares of common stock of the Surviving Corporation.

(viii) Cancellation of Depositary Shares. Any shares of Company Common Stock that are underlying Company CDIs outstanding immediately prior to the Effective Time (the "***Depositary Shares***") shall be automatically canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor (and, for the avoidance of doubt, the Depositary shall not be entitled to receive any Merger Consideration or any CDI Merger Consideration).

(ix) Cancellation of Company CDIs. The Company shall take all actions necessary under the ASX Listing Rules and ASX Settlement Operating Rules to cause the trust over the Depositary Shares held by the Depositary to be terminated and cause the Company CDIs to be cancelled in exchange for the CDI Merger Consideration as set forth in Section 1.9(a)(i), in each case as of the Effective Time.

(b) Treatment of Company Capital Stock Owned by the Company. At the Effective Time, all shares of Company Capital Stock that are owned by the Company as treasury stock or reserved for issuance by the Company immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof and no amount of Merger Consideration shall be allocated or paid thereto.

(c) Dissenters' Rights. Notwithstanding anything contained herein to the contrary, at the Effective Time, any Dissenting Shares shall automatically be canceled and no longer outstanding, shall not be converted into the right to receive the cash amount provided for in Section 1.9(a), but shall instead be converted into the right to receive such consideration as may be determined to be due with respect to any such Dissenting Shares pursuant to Delaware Law. Each holder of Dissenting Shares who, pursuant to the provisions of Delaware Law, becomes entitled to payment thereunder for such shares shall receive payment therefor in accordance with Delaware Law (but only after the value therefor shall have been agreed upon or finally determined pursuant to such provisions). If, after the Effective Time, any Dissenting Shares shall lose their status as Dissenting Shares, then any such shares shall be treated as if they had been converted and become exchangeable into the right to receive, as at the Effective Time, the cash payable

pursuant to Section 1.9(a) in respect of such shares as if such shares never had been Dissenting Shares, and Acquiror shall issue and deliver to the holder thereof, at (or as promptly as reasonably practicable after) the applicable time or times specified in Section 1.10(b), following the satisfaction of the applicable conditions set forth in Section 1.10(b), the amount of cash (without interest) to which such holder would be entitled in respect thereof under this Section 1.9 as if such shares never had been Dissenting Shares. The Company shall give Acquiror prompt notice of any demands for appraisal received by the Company, withdrawals of such demands, and any other instruments regarding demands of appraisal served pursuant to Delaware Law and received by the Company. The Company shall not, except with the prior written consent of Acquiror, voluntarily make any payment or offer to make any payment with respect to, or settle or offer to settle, any claim or demand in respect of any Dissenting Shares.

(d) Rights Not Transferable. The rights of the Company Securityholders as of immediately prior to the Effective Time are personal to each such Company Securityholder and shall not be transferable for any reason otherwise than by operation of law, will or the laws of descent and distribution or with the prior written consent of Acquiror. Any attempted transfer of such right by any holder thereof (otherwise than as permitted by the immediately preceding sentence) shall be null and void.

1.10 Funding of Escrow and Reserve; Payment for Shares .

(a) Funding of Escrow and Reserve.

(i) At the Closing, Acquiror shall transfer the Escrow Amount directly to the Escrow Agent in immediately available funds. The Escrow Amount shall be held in and distributed in accordance with the provisions of this Agreement and the Escrow Agreement. The fees and expenses of the Escrow Agent under the Escrow Agreement shall be borne by Acquiror.

(ii) At the Closing, Acquiror shall transfer the Reserve directly to the Securityholders' Representative in immediately available funds. The Reserve shall be available to reimburse the Securityholders' Representative for expenses incurred by the Securityholders' Representative.

(b) Payment Procedures for Shares.

(i) At or prior to the Effective Time, Acquiror shall deposit, or cause to be deposited, for the benefit of (i) holders of the Company CDIs (other than the Dissenting Shares and Depositary Shares) with the Paying Agent (AUS) cash in Australian dollars; (ii) holders of shares of Company Common Stock with the Paying Agent (US) cash in USD dollars; and (iii) the holder of the Company RBI Preferred Stock cash in USD dollars, each in an amount sufficient to pay the Merger Consideration payable pursuant to Section 1.9(a) and Section 1.10(b). The portion pf the Merger Consideration deposited with the applicable Paying Agent shall, pending its disbursement to such holders, be invested by the applicable Paying Agent as directed by Acquiror. Any interest and other income from such investments shall become part of the funds held by the applicable Paying Agent for purposes of paying the Merger Consideration and any amounts in excess of the aggregate amount of the Merger Consideration payable pursuant to Section 1.9(a) shall be returned to the Surviving Corporation. Nothing contained herein and no investment losses resulting from investment of the Merger Consideration deposited with the applicable Paying Agent shall diminish the rights of any holder of Company Common Stock or Company CDIs to receive the Merger Consideration, as applicable, as provided herein, and in the event the funds on deposit with the applicable Paying Agent are insufficient to pay the aggregate Merger Consideration Acquiror shall deposit, or cause to be deposited, with the applicable Paying Agent such additional funds to ensure that the applicable Paying Agent has funds sufficient to pay the aggregate Merger Consideration.

(ii) After the Closing, within two (2) Business Days following the Closing, the applicable Paying Agent shall mail or make available to every Company Stockholder (other than the Company RBI Preferred Stockholders) that has not previously delivered a properly completed and duly executed letter of transmittal substantially in the form attached hereto as Exhibit D (subject to reasonable additional changes by the Acquiror) (the "***Letter of Transmittal***"), (A) a form of Letter of Transmittal, and (B) instructions for use of the Letter of Transmittal.

(iii) Upon delivery to the applicable Paying Agent of a duly executed Letter of Transmittal and any other documentation required thereby, the Paying Agent shall, either (x) at the Effective Time as to Letters of Transmittal delivered at least two (2) Business Days prior to the Closing Date or (y) as soon as reasonably practicable (and in no event more than three (3) Business Days) after the date of delivery as to Letters of Transmittal delivered after the second Business Day prior to the Closing Date, deliver to the Company Common Stockholders (other than Company RBI Preferred Stockholders) providing such Letter of Transmittal, at the Company Stockholder's election, either a check or wire transfer, to an account designated by such Company Stockholder pursuant to the Letter of Transmittal, representing the cash amount that such Company Stockholder has the right to receive at Closing pursuant to Section 1.9(a) in respect of such Company Stockholder's Certificate(s) (as set forth on the Spreadsheet), and such Certificate(s) shall be canceled.

(iv) Prior to the Effective Time, Acquiror and the Company shall establish procedures to ensure that (A) the Depositary delivers to the applicable Paying Agent, before the Effective Time, the Certificates representing the Depositary Shares, (B) the Depositary delivers to the applicable Paying Agent a list of Company CDI holders as of the Effective Time, including sufficient information for the applicable Paying Agent to make payment to such Company CDI holders of the CDI Merger Consideration promptly following the Effective Time, (C) the Company requests to the ASX to suspend trading of Company CDIs two (2) Business Days prior to the anticipated Closing Date and (D) promptly following the Effective Time, the Paying Agent makes payment of the Closing CDI Merger Consideration, without interest, to the holders of Company CDIs as of the Effective Time for each Company CDI held by such holders.

(c) No Interest; U.S. Funds. No interest shall accumulate on any cash payable in connection with the Merger. All amounts paid by Acquiror hereunder shall be made in U.S. Dollars.

(d) Transfers of Ownership. If any cash amount payable pursuant to Section 1.9(a) is to be paid to a Person other than the Person to which the Certificate canceled in exchange therefor is registered, it shall be a condition of the payment thereof that the person requesting such exchange shall have paid to Acquiror or any agent designated by it any transfer or other Taxes required by reason of the payment of cash in any name other than that of the registered holder of the Certificate canceled, or established to the satisfaction of Acquiror or any agent designated by it that such Tax has been paid or is not payable.

(e) No Liability. Notwithstanding anything to the contrary in this Section 1.10, none of Acquiror, Sub, the Surviving Corporation or any party hereto shall be liable to any Person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.11 No Further Ownership Rights in the Company Capital Stock or Company Options . All cash paid or payable following the surrender for exchange of all shares of Company Capital Stock, and all cash paid or payable in respect of the Company Options in accordance with the terms hereof shall be so paid or payable in full satisfaction of all rights pertaining to all shares of Company Capital Stock, the Company Options including any rights to declared but unpaid dividends, and there shall be no further

registration of transfers on the records of the Surviving Corporation of shares of Company Capital Stock which were issued and outstanding immediately prior to the Effective Time.

1.12 Withholding Rights. Each of Acquiror, Sub, the Surviving Corporation and the Escrow Agent shall be entitled to deduct and withhold from the cash otherwise payable under this Agreement to any holder of any shares of Company Capital Stock, any Company Options such amounts as Acquiror, Sub, the Surviving Corporation or the Escrow Agent reasonably determines to be required under the Code or any other provision of federal, state, local or foreign Tax Legal Requirement. Any amounts that are so withheld and remitted to the applicable Governmental Entity shall be treated for all purposes of this Agreement as having been delivered and paid to such holders in respect of which such deduction and withholding was made.

1.13 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and interest in, to and under, and/or possession of, all assets, property, rights, privileges, powers and franchises of the Company, the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Company or otherwise, to take all lawful action necessary or desirable to accomplish such purpose or acts, so long as such action is not inconsistent with this Agreement.

1.14 Estimated Merger Consideration. The Company shall deliver to Acquiror, no later than two (2) Business Days prior to Closing, (i) a statement of the Company's calculation of the Merger Consideration based upon the Company's good faith estimates of (A) the Net Working Capital Adjustment, (B) the Effective Time Cash, (C) the Transaction Expenses, (D) Third Party Loans, and (E) the Company Indebtedness (such calculation of the Merger Consideration, the "***Estimated Merger Consideration,***" and such statement, the "***Estimated Merger Consideration Statement***"), in each case, including the components thereof and determined in a manner consistent with the definitions thereof and the Company's Financial Statements, books and records, and together with reasonable supporting back-up documentation and (ii) a certificate as to the preparation of the Estimated Merger Consideration Statement executed by the Chief Financial Officer of the Company.

1.15 Determination of Final Merger Consideration.

(a) As soon as practicable, but in no event later than sixty (60) days following the Effective Time, Acquiror shall prepare and deliver to the Securityholders' Representative a statement of Acquiror's good faith proposed calculation of the final Merger Consideration and the amounts owed to the Company Securityholders as a result thereof together with Acquiror's good faith proposed calculations of (A) the Net Working Capital Adjustment, (B) Effective Time Cash, (C) Transaction Expenses, (D) Third Party Loans, and (E) Company Indebtedness, in each case, including the components thereof (including the calculations of the Closing Merger Consideration, the Closing RBI Preferred Merger Consideration, the Closing Common Merger Consideration, the Closing CDI Merger Consideration, the Closing Common Per Share Amount and the Closing CDI Amount) and determined in a manner consistent with the definitions thereof, and together with reasonable supporting back-up documentation (which calculations shall collectively be referred to herein as the "***Proposed Closing Date Calculations***"). The date on which such Proposed Closing Date Calculations is delivered shall be the "***Closing Date Calculations Delivery Date***." The Proposed Closing Date Calculations shall be accompanied by a certificate as to the preparation of the Proposed Closing Date Calculations executed by an officer of Acquiror.

(b) The Securityholders' Representative shall have thirty (30) days following the Closing Date Calculations Delivery Date to review the Proposed Closing Date Calculations. The Securityholders' Representative and its advisors and representatives shall have full access to all relevant

books and records (in electronic format, if available) and employees of the Company to complete its review of the Proposed Closing Date Calculations. Unless the Securityholders' Representative delivers written notice to Acquiror on or prior to the thirtieth (30th) day after the Closing Date Calculations Delivery Date specifying disputed items and the basis therefor with a detailed explanation and calculation of those items, the Securityholders' Representative shall be deemed to have accepted and agreed to the Proposed Closing Date Calculations. If the Securityholders' Representative timely notifies Acquiror of the Securityholders' Representative's objection to the Proposed Closing Date Calculations, Acquiror and the Securityholders' Representative shall, within thirty (30) days following the date of such notice (the "***Resolution Period***"), attempt to resolve their differences and any resolution by them as to any disputed amounts shall be final, binding and conclusive. If at the conclusion of the Resolution Period there are amounts still remaining in dispute, then all amounts remaining in dispute shall be submitted to Withum Smith+Brown, P.C. or another firm of nationally recognized independent public accountants reasonably acceptable to Acquiror and the Securityholders' Representative (the "***Neutral Auditor***"). Acquiror and the Securityholders' Representative agree to execute, if requested by the Neutral Auditor, a reasonable engagement letter and to abide by procedures to be mutually agreed upon by Acquiror, the Securityholders' Representative and the Neutral Auditor. The fees and expenses of the Neutral Auditor shall be paid by the non-prevailing party (i.e., the Company Securityholders from the Escrow Amount or Acquiror) as determined in good faith by the Neutral Auditor. The Neutral Auditor shall act as an arbitrator to determine, based solely on presentations by Acquiror and the Securityholders' Representative, and not by independent review, only those items still in dispute. The Neutral Auditor's determination shall be made within thirty (30) days of its engagement, shall be set forth in a written statement delivered to Acquiror and the Securityholders' Representative and shall be final, binding and conclusive. The Proposed Closing Date Calculations shall be revised, if necessary, as appropriate to reflect the resolution of any objections thereto pursuant to this Section 1.15(b) and, as so revised, such Proposed Closing Date Calculations shall be deemed to set forth the final Net Working Capital Adjustment, Effective Time Cash, Transaction Expenses, Company Indebtedness, Third Party Loans and Merger Consideration for all purposes hereunder.

1.16 Payment of Adjustment to Estimated Merger Consideration. At such time as the Merger Consideration (the "***Final Merger Consideration***") is finally determined in accordance with Section 1.15, if:

(a) the Final Merger Consideration is equal to the Estimated Merger Consideration, then Acquiror and the Securityholders' Representative shall jointly instruct the Escrow Agent to release the entire amount of the Escrow Amount from the Escrow Account to: the Paying Agent (US), on behalf of holder of the RBI Preferred Stock in an amount equal to the Escrow Amount to the holder of the RBI Preferred Stock as set forth on the Spreadsheet, such amount to be paid by the Paying Agent to holder of the RBI Preferred Stock , in accordance with the Spreadsheet of the Escrow Amount no later than five (5) Business Days after the Paying Agent's receipt of such amounts from the Escrow Agent, ;

(b) the Final Merger Consideration is greater than the Estimated Merger Consideration (such difference, the "***Positive Adjustment Amount***"), then (A) Acquiror shall pay the lesser of (x) the Escrow Amount and (y) the positive Adjustment Amount, to the Paying Agent (US), on behalf of holder of the RBI Preferred Stockan amount equal to the Positive Adjustment Amount to the holder of the RBI Preferred Stock as set forth on the Spreadsheet, such amount to be paid by the Paying Agent no later than five (5) Business Days after the Paying Agent's receipt of such amounts from Acquiror, and (B) Acquiror and the Securityholders' Representative shall jointly instruct the Escrow Agent to release the entire amount of the Escrow Amount from the Escrow Account to the Paying Agent (US), on behalf of the holder of the RBI Preferred Stock in an amount equal to the Escrow Amount , such amount to be paid by the Paying Agent (US) no later than five (5) Business Days after the Paying Agent's receipt of such amounts from the Escrow Agent;

(c) the Final Merger Consideration is less than the Estimated Merger Consideration (the absolute value of such difference, the "***Negative Adjustment Amount***"), then Acquiror and the Securityholders' Representative shall jointly instruct the Escrow Agent (A) to release from the Escrow Account to Acquiror the lesser of (x) the Escrow Amount and (y) the Negative Adjustment Amount, and, (B) if applicable, to release any amount remaining in the Escrow Account (the "***Remaining Escrow Amount***") to the Paying Agent (US), on behalf of the holder of the RBI Preferred Stock , in an amount equal to the Remaining Escrow Amount , such amount to be paid by the Paying Agent (US) to the holder of the RBI Preferred Stock no later than five (5) Business Days after the Paying Agent's receipt of such amounts from the Escrow Agent.

(d) Notwithstanding anything contained in this Agreement, (x) any Negative Adjustment Amount shall be satisfied solely and exclusively out of the Escrow Amount, and neither the Company Securityholders nor any other Person shall have any obligation or liability to Acquiror for any Negative Adjustment Amount that is in excess of the Escrow Amount, and (y) neither Acquiror nor any other Person shall have any obligation or liability to the Company Securityholders for any Positive Adjustment Amount that is in excess of the Escrow Amount.

1.17 Spreadsheet. The Company has prepared and delivered to Acquiror, a capitalization table dated as of October 31, 2023 (in Datasite data room Index 39 in the Omega Follow Up Request Folder). The Company shall deliver to the Acquiror not later than two (2) Business Days prior to the Closing Date, a spreadsheet (the "***Spreadsheet***"), which spreadsheet is dated as of the Closing Date and sets forth all of the following information, as of the Closing Date and immediately prior to the Effective Time: (i) complete and correct list of Company Securityholders, identifying each Company Securityholder by name, address, and number of Company Security owned, including, if applicable, certificate numbers, the number of whole shares represented by each certificate, the date of issuance of each certificate, book-entry Share amounts and book-entry Share issuance dates, cost basis (if applicable), and whether any stop transfer instructions or adverse claims are outstanding against such shares, in the form required by the Paying Agent (US) (ii) the number and kind of shares of Company Capital Stock held by, or subject to the Company Options (separated by the Company Employee Options and the Company Non-Employee Options) held by, such Persons, (iii) the exercise price per share in effect for each Company Option; (iv) each Company Securityholder's Pro Rata Share (as a percentage interest and the interest in dollar terms) of the Merger Consideration, (v) each Company Securityholder's Pro Rata Share (as a percentage interest and the interest in dollar terms) of the amount to be contributed to the Escrow Amount and Reserve on behalf of each Company Securityholder, and (vi) the calculation of the Escrow Amount, the Total Common Stock, the Total CDIs, the Reserve, the Merger Consideration, the Closing Merger Consideration, the Closing RBI Preferred Merger Consideration and the, the Closing Common Per Share Amount and the Closing CDI Amount.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Subject to and except (i) as set forth in the disclosure letter of the Company delivered to Acquiror concurrently with the parties' execution of this Agreement (the "***Company Disclosure Letter***") and (ii) in a publicly and accurately disclosed announcement, report, schedule, form or other document filed with or furnished to ASX by the Company and publicly available on the ASX platform prior to the date of this Agreement ("ASX Documents), other than in any disclosures included in any such Company ASX Document that are cautionary, predictive or forward-looking in nature and not statements of historical fact, and except as otherwise provided herein, the Company represents and warrants to Acquiror as follows as of the date hereof:

2.1 Organization, Standing and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has full corporate power and authority to own, lease and operate its properties and to conduct its business as currently conducted and is duly qualified or licensed to do business and is in good standing in the State of California and each other jurisdiction required for the current conduct of its business, except where the failure to be so qualified or licensed and in good standing would not have a Material Adverse Effect. The Company is not in violation of any of the provisions of the Company Certificate of Incorporation or bylaws of the Company.

2.2 Subsidiaries. The Company has no Subsidiaries.

2.3 Capital Structure.

(a) The authorized capital of the Company consists of (i) 1,200,000,000 shares of Company Common Stock, par value $0.00001 per share, of which 768,379,278 shares are issued and outstanding, and of which 368,001,067 shares of Company Common Stock are represented by 368,001,067 Company CDIs; and (ii) 120,000,000 shares of Company Common Prime Stock, par value $0.00001 per share, none of which is issued and outstanding, and (iii) 13,000 shares of Company Preferred Stock, par value $0.00001 per share, all of which have been designated RBI Preferred Stock, of which 10,519 are issued and outstanding. The rights, privileges and preferences of the Company Preferred Stock and Company Common Prime Stock are as stated in the Company Certificate of Incorporation.

(b) Section 2.3(b) of the Company Disclosure Letter sets forth, as of the Agreement Date, a list of all holders of outstanding Company Options, including the number of shares of Company Common Stock subject to each such Company Option. Each Stock Option (i) was granted with an exercise price equal to or greater than the fair market value of the underlying shares of capital stock, voting securities or other equity securities on the date of grant in compliance with Section 409A of the Code, (ii) has not had its exercise date or grant date delayed or "back-dated," (iii) has been issued in compliance in all material respects with the terms of the Company Option Plan or its predecessor plan and all applicable Legal Requirements.

(c) As of the Agreement Date, except for (A) currently outstanding Company Options to purchase up to 91,536,478 shares of Company Common Stock which have been granted to employees, consultants or directors pursuant to the Company Option Plan, and (B) a reservation of an additional 38,812,782 shares of its Company Common Stock for direct issuances or purchase upon exercise of Company Options to be granted in the future, under the Company Option Plan (1) no subscription, warrant, option, convertible security, or other right (contingent or otherwise) to purchase or otherwise acquire equity securities of the Company is authorized or outstanding, and (2) there is no commitment by the Company to issue shares, subscriptions, warrants, options, convertible securities, or other such rights or to distribute to holders of any of its equity securities any evidence of Indebtedness or asset.

(d) All issued and outstanding shares of Company Capital Stock are, and all shares which may be issued pursuant to the exercise of the Company Options, when issued in accordance with the applicable security, will be, duly authorized, validly issued, fully paid and non-assessable and are, to the knowledge of the Company, free of any Encumbrances in respect thereof, other than Permitted Encumbrances. All issued and outstanding shares of Company Capital Stock, the Company Options, and the Company CDIs were issued in material compliance with all applicable state and federal securities Legal Requirements. The outstanding shares of Company Capital Stock have been issued in accordance with the registration or qualification provisions of the Securities Act and any relevant state securities laws or pursuant to valid exemptions therefrom.

2.4 Authority; Noncontravention.

(a) The Company has all requisite corporate power and authority to enter into this Agreement, and subject to adoption by the Company Stockholders of this Agreement and the approval by the Company Stockholders of the Merger, to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby, have been duly and validly authorized by the Company Board. This Agreement has been duly and validly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy, insolvency, moratorium and other similar Legal Requirements affecting the rights of creditors generally and (ii) Legal Requirements governing specific performance, injunctive relief and other equitable remedies. The affirmative vote of the holders of (x) a majority of the Company Preferred Stock voting together as a combined single class (on an as-converted to Company Common Stock basis) and (y) a majority of the outstanding shares of Company Common Stock, including shares of Company Common Stock represented by Company CDIs (which shall be voted by the Depositary in accordance with the voting instructions of holders of Company CDIs), entitled to vote in the Stockholders Consent (the "***Stockholder Approval***"), is the only vote or approval of the holders of Company Capital Stock which is necessary to adopt this Agreement and approve the Merger.

(b) The execution and delivery of this Agreement by the Company does not, and neither the consummation of the transactions contemplated hereby nor compliance by the Company with any of the provisions of this Agreement will, (i) conflict with, or result in a material breach of any provision of the Company Certificate of Incorporation or the bylaws of the Company, each as amended to date, of the Company; (ii) contravene, conflict with or violate any Legal Requirement applicable to the Company or any of its properties or assets; or (iii) require any filings or registration with, notification to, or authorization, consent or approval of any Governmental Entity, other than (x) the filing of the Certificate of Merger, as provided in Section 1.5, (y) each of the consents, authorizations, approvals and filings referred to in Section 2.10 and the expiration of any applicable waiting periods referred to therein, (z) such other Consents which, if not obtained or made, would not be material to the Company or Acquiror and would not prevent, alter or delay any of the transactions contemplated by this Agreement.

(c) The Company Board at a duly held meeting has (i) determined that it is advisable and in the best interests of the Company and the Company Stockholders, to enter into this Agreement, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein including the Merger, (iii) resolved to recommend that the Company Stockholders to adopt this Agreement, and (iv) directed that such matter be submitted for adoption by a vote of the stockholders of the Company at the Stockholders Meeting.

2.5 Financial Statements. The Company has delivered to Acquiror its audited consolidated financial statements for the fiscal year ended December 31, 2022, and its unaudited consolidated financial statements as at and for the nine-month period ended September 30, 2023 (collectively, the "***Financial Statements***", with the consolidated balance sheet included in the September 30, 2023 Financial Statements, sometimes referred to herein as the "***Company Balance Sheet***"). The Financial Statements have been prepared in accordance with GAAP (except that the unaudited Financial Statements do not contain footnotes and are subject to normal recurring year-end audit adjustments). The Financial Statements present fairly, in all material respects, the financial condition of the Company at the dates therein indicated and the results of operations and cash flows of the Company for the periods therein specified (subject, in the case of unaudited interim period financial statements, to the absence of footnotes and normal recurring year-end audit adjustments).

2.6 Undisclosed Liabilities. As of the date hereof, except (a) as disclosed, set forth or reflected or reserved against on the Financial Statements, (b) for liabilities permitted by or incurred pursuant to this Agreement, including, without limitation, the Company's Transaction Expenses, (c) for liabilities incurred in the ordinary course of business since September 30, 2023 (the "***Company Balance Sheet Date***"), or (d) liabilities that are not, and would not reasonably be expected to be, material to the Company , the Company is not subject to any liabilities of any nature, whether or not accrued, contingent or otherwise, that would be required by GAAP to be reflected on a consolidated balance sheet of the Company.

2.7 Absence of Certain Changes. Except as expressly contemplated by this Agreement, between the Company Balance Sheet Date and the Agreement Date, the (a) Company has conducted its business in the ordinary course consistent with past practice,(b) there has not occurred a Material Adverse Effect, and (c) the Company has not taken any action would constitute a breach of the covenants set forth in Section 4.2.

2.8 Litigation. There is no action, suit or proceeding pending before any Governmental Entity, or, to the knowledge of the Company, threatened in writing against the Company or any of its assets or properties or any of their respective directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company). There is no material judgment, award, decree, injunction or order against the Company, any of its material assets or properties or any of its directors, officers or employees (in their capacities as such or relating to their employment, services or relationship with the Company). The Company has no action, suit, proceeding, claim, mediation, arbitration or investigation pending against any other Person.

2.9 Restrictions on Business Activities. There is no Contract, judgment or injunction, award, order or decree binding upon and directed specifically to the Company, or any of its assets or properties, which would reasonably be expected to have the effect of materially impairing any current business practice of the Company.

2.10 Compliance with Laws; Governmental Permits. The Company has complied in all material respects with all Legal Requirements applicable to the conduct of its business. As of the date of this Agreement, the Company has obtained each material federal, state, county, local or foreign governmental consent, license, permit, grant, or other authorization of a Governmental Entity that is necessary to own, lease and operate its properties and to carry on its business as owned, leased, operated or carried on as of the Agreement Date (all of the foregoing material consents, licenses, permits, grants, and other authorizations, collectively, the "***Company Authorizations***"), and all of the Company Authorizations are in full force and effect, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect. The Company has not received any written notice from any Governmental Entity regarding (a) any material violation of any Legal Requirements or material violation of any Company Authorization that has not been cured or remedied or (b) any revocation, withdrawal, suspension, cancellation or modification of any Company Authorization. No consent, notice, waiver, approval, Order or authorization of, or registration, declaration or filing with any Governmental Entity is required by, or with respect to, the Company in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (a) such consents, notices, waivers, approvals, Orders, authorizations, registrations, declarations and filings as may be required under applicable securities laws (b) the filing of the Certificate of Merger as provided in Section 1.5 hereof, (c) the distribution of an information statement with the Stockholder Consent(including any other document incorporated or referenced therein, as each may be amended or supplemented, the "***Information Statement***") and any other filings required under, and compliance with other applicable requirements of the ASX Listing Rules and ASX Settlement Operating Rules to facilitate the Merger in compliance with the ASX Listing Rules, and (d) such filings and notifications as may be required to be made by the Company in connection with the Merger under applicable antitrust laws, the expiration or early termination of

applicable waiting periods under the HSR Act and the expiration or termination of waiting periods or the receipt of approvals or consents required under other applicable antitrust laws, and (e) as set forth in Section 2.10 of the Disclosure Letter.

2.11 Title to Property and Assets. The Company has good and marketable title to all of their respective tangible properties and interests in tangible properties and assets, real and personal, reflected on the Company Balance Sheet or acquired after the Company Balance Sheet Date (except properties and assets, or interests in properties and assets, sold or otherwise disposed of since the Company Balance Sheet Date in the ordinary course of business consistent with past practice), or, with respect to leased properties and assets, including, without limitation, the Leased Real Property, valid leasehold interests in such properties and assets which afford the Company peaceful and undisturbed leasehold possession of such properties and assets, in each case, free and clear of all Enumbrances, except Permitted Encumbrances. The property and equipment of the Company that are used in the operations of its business are (a) in good operating condition and repair, subject to normal wear and tear and (b) not obsolete, dangerous or in need of renewal or replacement, except for renewal or replacement in the ordinary course of business, consistent with past practice. All properties used in the operations of the Company are reflected on the Company Balance Sheet to the extent required under GAAP to be so reflected.

2.12 Real Estate. Section 2.12 of the Company Disclosure Letter sets forth a list of all leases and subleases (each a "***Lease***") under which the Company occupies or has the right to occupy real property (the "***Leased Real Property***"). Section 2.12 of the Company Disclosure Letter identifies the address or legal description of each parcel of Leased Real Property. To the knowledge of the Company, the Company has adequate rights of ingress and egress into the Leased Real Property. The Company does not owns any real property. To the knowledge of the Company, each Lease is valid, in full force and effect and enforceable against the Company. The Company is not in default (and, to the knowledge of the Company, there is no event or condition that after notice or lapse of time or both would constitute a default by the Company) under any Lease and, to the knowledge of the Company, there is no default (or event or condition that after notice or lapse of time or both would constitute a default) by any other party thereto under any Lease.

2.13 Intellectual Property.

(a) Section 2.13(a) of the Company Disclosure Letter sets forth a true and complete list of all (i) Company Intellectual Property owned or purported to be owned by the Company and for which (a) the Company has been issued a registration of any Intellectual Property or (b) the Company is currently prosecuting applications for registration of any Intellectual Property; (ii) domain names registered in the name of the Company or used by the Company in the conduct of the business; and (iii) unregistered trademarks owned by the Company or used by the Company in the conduct of the business.

(b) All Company Intellectual Property owned or purported to be owned by the Company that have been issued by, or registered with, or the subject of a pending application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar foreign office or agency are currently in compliance in all material respects with formal legal requirements (including without limitation, as applicable and to the extent due, payment of filing, examination and maintenance fees, inventor declarations, proofs of working or use, timely post-registration filing of affidavits of use and incontestability, and renewal applications), except as the Company may have let the same lapse or become abandoned in the ordinary course of business. No Person has challenged in writing the validity or enforceability of any material Company Intellectual Property owned or purported to be owned by the Company .

(c) To the knowledge of the Company, none of the patents owned by the Company has been or are now involved in any interference, reissue, re-examination or opposition proceeding. To the knowledge of the Company, there is no patent or patent application of any third party that potentially interferes with any patent owned by the Company .

(d) The Company owns free and clear of all Encumbrances (other than Permitted Encumbrances) all right, title and interest in and to, the material Company Intellectual Property owned by or purported to be owned by the Company. To the knowledge of the Company, the Company has valid and enforceable rights or licenses under contract to use, all material items of Company Intellectual Property that are not owned by the Company. To the knowledge of the Company, the Company Intellectual Property constitutes all Intellectual Property reasonably necessary to the conduct of the Company's business as presently conducted.

(e) Section 2.13(e) of the Company Disclosure Letter sets forth a true and complete list of all license agreements to which the Company is a party (i) granting any other Person the right to use the Company Intellectual Property (other than confidentiality and non-disclosure agreements and non-exclusive licenses granted in the Company's ordinary course of business substantially in Company's standard forms of customer or end-user agreements, terms of use or terms of service), or (ii) pursuant to which Company is authorized to use any third party Intellectual Property, other than confidentiality and non-disclosure agreements and commercial "off-the-shelf," "shrink wrap" or "click wrap" internal use object code software made available for a total cost of less than $25,000 and licenses of Open Source Software. The Company is not in material breach under any Contract to use any item of material Company Intellectual Property that is licensed to the Company.

(f) To the knowledge of the Company, the conduct of the business as conducted by the Company does not constitute an infringement, misappropriation or other violation of any Intellectual Property rights of any Person. The Company has not received during the three (3) year period prior to the Agreement Date, any written notice of infringement, misappropriation or violation of any Intellectual Property right of any other Person.

(g) To the knowledge of the Company, there is no infringement, misappropriation or unauthorized use by any Person of any of the material Company Intellectual Property owned by the Company .

(h) To the knowledge of the Company, no Person has challenged in writing or commenced any litigation to which the Company is a party the ownership, use, validity or enforceability of any of the material Company Intellectual Property owned by the Company .

(i) There are no settlement agreements to which the Company is a party arising out of any legal Proceeding, stipulations filed by the Company with any Governmental Entity or judgments or orders of any Governmental Entity that: (A) restrict the Company's rights to use any material Company Intellectual Property, (B) restrict the Company's business, in order to accommodate a third party's Intellectual Property (except customary restrictions in any licenses granting Company the right to use such Intellectual Property), or (C) permit third parties to use any material Company Intellectual Property except as provided Section 2.13(e) of the Company Disclosure Letter.

(j) All former and current employees, and any consultants and contractors of the Company that have generated any Intellectual Property in connection with the performance of services for the Company, have executed written instruments with the Company that assign to the Company all rights, title and interest in and to any and all (A) inventions, improvements, ideas, discoveries, writings and other works of authorship, and information relating to the services performed for the Company or any of the

products or services being researched, developed, manufactured or sold by the Company and (B) Intellectual Property relating thereto.

(k) The Company has taken reasonable actions intended to preserve the confidentiality and to enforce the Company's rights of all material trade secrets owned by the Company and used or held for use by the Company in its business.

(l) Except where necessary to provide access to employees, consultants and contractors providing services for or on behalf of the Company, the Company has not granted, directly or indirectly, any current or contingent rights, licenses or interests in or to any source code of any of the products currently or previously (within the last three (3) years) developed by the Company and manufactured, licensed, sold, distributed and/or otherwise made commercially available by the Company ("***Products***"), and to the knowledge of the Company, the Company has not provided or disclosed any source code of any Product to any Person.

(m) The Company takes reasonable measures to confirm that the Products do not contain any "viruses", "worms", "time bombs", "key-locks", or any other devices created that could disrupt or interfere with the operation of the Products or equipment upon which the Products operate, or the integrity of the data, information or signals the Products produce in a manner adverse to the Company or any customer, licensee or recipient.

(n) Except as set forth on Section 2.13(n) of the Company Disclosure Letter, (i) no software governed by the GNU General Public License or GNU Lesser General Public License or other similar "copyleft" license (such software, "***Open Source Software***"), is used in, incorporated into or integrated or bundled with any Products and (ii) none of the licenses relating to the Open Source Software listed on Section 2.13(n) of the Company Disclosure Letter have been used in a manner that would obligate the Company to (A) distribute or disclose any other software combined, distributed or otherwise made commercially available with such Open Source Software in source code form or (B) license or otherwise make available such other software combined, distributed or otherwise made commercially available with such Open Source Software or any associated Intellectual Property on a royalty free basis.

2.14 Environmental Matters.

(a) As used in this Agreement, the following terms shall have the meanings indicated below:

(i) "***Environmental Claim***" means any claim, action, cause of action, investigation or notice (written or oral) by any person or entity alleging potential liability (including potential liability for investigatory costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, Release or threatened Release of any Hazardous Materials, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

(ii) "***Environmental Laws***" means any federal, state, local and common Legal Requirements, ordinances, codes, regulations, rules and orders relating to pollution or protection of human health or the environment, including without limitation, laws relating to the exposure to, or Releases or threatened Releases of, Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport or handling of Hazardous Materials and all laws and regulations with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

(iii) "***Hazardous Materials***" means any toxic or hazardous substance, material or waste or any pollutant or contaminant, or infectious or radioactive substance, material or waste defined in or regulated under any Environmental Laws.

(iv) "***Property***" means all real property leased by the Company.

(v) "***Facilities***" means all buildings and improvements on the Property.

(vi) "***Release***" means any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface land or subsurface soils) or into or out of any Facilities or Property, including the movement of Hazardous Materials through or in the air, land, soil, surface water, groundwater, Facilities or Property.

(b) The Company is in compliance with all applicable Environmental Laws, except where failure to be in compliance could not reasonably be expected to be material to the Company.

(c) There is no Environmental Claim pending or, to the knowledge of the Company, threatened in writing against the Company .

2.15 Taxes.

(a) The Company has timely filed all material Tax Returns required to be filed by it and has timely paid all Taxes reflected as due on any such Tax Return (taking into account timely filed extensions to file). The Company has delivered or made available to Acquiror correct and complete copies of all material Tax Returns filed by the Company within the last four (4) calendar years.

(b) The Company has properly withheld all Taxes required to be withheld and paid over such Tax to the appropriate Tax authority;

(c) There is no material Tax deficiency, dispute or claim proposed in writing, or to the knowledge of the Company assessed, against the Company that is not reflected as a liability on the Company Balance Sheet through the Company Balance Sheet Date.

(d) The Company is neither a party to nor bound by any Tax sharing, Tax indemnity, or Tax allocation agreement.

(e) The Company has never been a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (or any similar provision of state, local or non-U.S. law) in the three (3) years prior to the date of this Agreement;

(f) The Company has no liability for Taxes of any Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or non-U.S. law), as transferee or successor, by contract or otherwise;

(g) The Company has provided or made available to Acquiror all documentation relating to any applicable Tax holidays.

(h) The Company is not, and has not been, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(i) The Company has withheld, reported and paid over to the proper Tax Authority (or is properly holding for such timely payment) all material amounts required to be so withheld, reported or paid over under all applicable Legal Requirements.

(j) There is no power of attorney given by or binding upon the Company with respect to Taxes for any period for which the statute of limitations (including any waivers or extensions) has not yet expired that is currently in effect.

(k) The Company has not executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any material Tax which waiver or extension is currently in effect.

(l) The Company has never been a member of an affiliated group filing a consolidated federal income Tax Return.

(m) The Company currently is not the beneficiary of any extension of time within which to file any Tax Return. There are no Encumbrances for Taxes (other than Permitted Encumbrances) upon any of the assets of the Company.

(n) The Company has not participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

(o) The Merger shall not give rise to any Transfer Tax imposed by Australian Taxing Authority.

2.16 Employee Benefit Plans and Employee Matters.

(a) Section 2.16(a) of the Company Disclosure Letter sets forth, as of the date hereof, each deferred compensation and each material bonus, incentive compensation, stock purchase, stock option and other equity compensation plan, program, agreement or arrangement; each severance or termination pay, medical, surgical, hospitalization, life insurance and other "welfare" plan, fund or program (within the meaning of Section 3(1) of ERISA); each profit-sharing, stock bonus or other "pension" plan, fund or program (within the meaning of Section 3(2) of ERISA); and each other material employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by the Company or any ERISA Affiliate, or to which the Company or any ERISA Affiliate is a party or has any liability, for the benefit of any employee, director or consultant of the Company or any ERISA Affiliate (collectively, the "***Company Employee Plans***").

(b) No liability under Title IV or Section 302 of ERISA has been incurred by the Company or any ERISA Affiliate with respect to a Company Employee Plan that has not been satisfied in full, and no condition exists that presents a material risk to Acquiror of incurring any such liability with respect to a Company Employee Plan.

(c) The consummation of the transactions contemplated by this Agreement will not (i) entitle any employee or officer of the Company to severance pay or unemployment compensation, or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer.

(d) There are no pending, or to the knowledge of the Company, threatened claims by or on behalf of any Company Employee Plan, by any employee or beneficiary covered under any such Company Employee Plan (other than routine claims for benefits) and each Company Employee Plan has been established and maintained in all material respects in accordance with applicable Legal Requirements.

(e) Each Company Employee Plan has been established, operated, funded and administered in all material respects in accordance with its terms and applicable Legal Requirements.

(f) Each Company Employee Plan that is intended to qualify under Section 401(a) of the Code is so qualified and has received a favorable determination or approval letter from the IRS with respect to such qualification, and, to the knowledge of the Company, no event or omission has occurred that would cause any Company Employee Plan to lose such qualification.

(g) No litigation or governmental administrative proceeding, audit or other proceeding (other than those relating to routine claims for benefits) is pending or, to the knowledge of the Company, threatened in writing with respect to any Company Employee Plan or any fiduciary or service provider thereof. All payments and/or contributions required to have been made with respect to all Company Employee Plans either have been made or have been accrued in accordance with the terms of the applicable Company Employee Plan and applicable law.

(h) No Company Employee Plan is a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) for which the Company or any ERISA Affiliate could incur liability under Section 4063 or 4064 of ERISA or a plan maintained by more than one employer as described in Section 413(c) of the Code.

(i) Neither the Company nor any ERISA Affiliate has ever maintained any Company Employee Plan that is or was subject to Title IV of ERISA, Section 412 of the Code, Section 302 of ERISA or is a Multiemployer Plan.

(j) None of the Company Employee Plans provides health care or any other non-pension benefits to any employees after their employment is terminated (other than as required by Part 6 of Subtitle B of Title I of ERISA or similar state law), and the Company has not promised to provide such post-termination benefits.

(k) No Company Employee Plan is subject to the laws of any jurisdiction outside the United States.

(l) Neither the execution and delivery of this Agreement, the approval of this Agreement by the Company Stockholders, nor the consummation of the transactions contemplated hereby is reasonably likely to (either alone or in conjunction with any other event): (i) limit the right of the Company or any of its ERISA Affiliates to amend, merge, terminate or receive a reversion of assets from any Company Employee Plan or related trust; (ii) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code; or (iii) result in a requirement to pay any tax "gross-up" or similar "make-whole" payments to any employee, director or consultant of the Company or an ERISA Affiliate.

(m) There are no formal collective bargaining agreements, union contracts and similar agreements in effect that cover any employees of the Company.

(n) There is no labor strike, lockout or stoppage pending or, to the knowledge of the Company, threatened in writing against the Company. To the knowledge of the Company, there is no labor union organizing activity involving any employees of the Company .

(o) As of the date hereof, no unfair labor practice or labor charge or complaint is pending or, to the knowledge of the Company, threatened in writing with respect to the Company before the National Labor Relations Board, the Equal Employment Opportunity Commission or any other Governmental Entity.

(p) The Company has withheld and paid to the appropriate Governmental Entity or are holding for payment not yet due to such Governmental Entity all amounts required to be withheld from employees of the Company and, to the knowledge of the Company, is not liable for any arrears of wages, penalties or other sums (excluding Taxes, which are the subject of Section 2.15 hereof) for failure to comply with any applicable Legal Requirements relating to the employment of labor. The Company has paid in full to all its employees or adequately accrued in accordance with GAAP for all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees.

(q) The Company is not a party to, or to the knowledge of the Company, otherwise bound by, any consent decree with, or citation by, any Governmental Entity relating to employees or employment practices.

(r) All employees are "at will" employees.

2.17 Insurance. The Company maintains policies of insurance and bonds of the type and in amounts customarily carried by persons conducting businesses or owning assets similar to those of the Company . There is no material claim pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been paid and the Company is otherwise in compliance with the terms of such policies and bonds. The Company has no knowledge of any threatened termination of, or material premium increase with respect to, any of such policies.

2.18 Brokers. Other than fees payable to Needham & Company LLC or its Affiliates, the Company has no obligation for the payment of any fees or expenses of any investment banker, broker or finder in connection with the origin, negotiation or execution of this Agreement or in connection with the Merger or any other transaction contemplated by this Agreement.

2.19 Material Contracts. Section 2.19 of the Company Disclosure Letter contains a complete list, as of the date hereof, of all Contracts (other than Company Employee Plans) to which the Company is a party to or bound and that fall within any of the following categories (each, a "***Material Contract***"):

(a) each Contract presently in effect with a customer or client for the purchase of products or services from the Company that resulted in payments to the Company in excess of $250,000 during the twelve-month period ended December 31, 2022;

(b) each Contract presently in effect (other than Contracts that relate to Transaction Expenses) with a supplier or other vendor for the purchase of products or services by the Company involving payments by the Company in excess of $200,000 during the twelve-month period ended December 31, 2022;

(c) each Contract involving the exclusive license of Company Intellectual Property owned or purported to be owned by the Company to another Person not terminable at the Company's election;

(d) each Contract involving the license of Company Intellectual Property to the Company from another Person (other than confidentiality and non-disclosure agreements and commercial

"off-the-shelf," "shrink wrap" or "click wrap" internal use object code software and licenses of Open Source Software);

(e) each Contract that relates to any joint venture, partnership, limited liability or other similar agreements or arrangements relating to the formation, creation, operation, management or control of any joint venture or partnership;

(f) each Contract pursuant to which the Company has any Indebtedness in an amount in excess of $200,000 outstanding in the aggregate or that is for any interest rate, currency or commodity derivatives or hedging transaction;

(g) each Contract that provides for the creation of any lien, other than a lien created in the ordinary course of business or in connection with the transactions contemplated hereby, with respect to any asset (including Company Intellectual Property or other intangible assets) material to the conduct of the business of the Company, taken as a whole;

(h) each Contract that is a settlement, conciliation or similar agreement which would require the Company to pay consideration of more than $200,000 after the Agreement Date or that impose any other material obligations upon the Company after the Agreement Date;

(i) each Contract that is a collective bargaining agreement or any other Contract with a labor organization;

(j) each Contract under which the Company are reasonably likely to be obligated to make or entitled to receive payments in the future in excess of $200,000 per annum or $500,000 during the life of the Contract; and

(k) any Contract required to be listed in Section 2.9 of the Company Disclosure Letter; and

No such Material Contract requires any Consent in connection with the Merger. Each such Material Contract is in full force and effect, and, assuming such Material Contract constitutes the valid and binding obligation of the other party thereto, is valid, binding and enforceable against the Company in accordance with its terms in all material respects, except (i) applicable bankruptcy, insolvency, moratorium and other similar Legal Requirements affecting the rights of creditors generally and (ii) Legal Requirements governing specific performance, injunctive relief and other equitable remedies. The Company is not in default under or in breach of any Material Contract that would permit the premature termination of such Material Contract, and to the Company's Knowledge, no third party to any Material Contract is in default under or in material breach of such Material Contract.

2.20 Customers. Section 2.20 to the Company Disclosure Letter sets forth a list of the five (5) largest customers of the Company (based on 2022 annual revenues). Since December 31, 2022, there has been no termination of the business relationship of the Company with any such customer, nor to the knowledge of the Company has any such customer threatened in writing to so terminate such business relationships.

2.21 Bank Accounts. Section 2.21 of the Company Disclosure Letter sets forth a true and complete list of the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which the Company maintains safe deposit boxes or accounts.

2.22 Privacy and Data Security.

(a) The Company is in material compliance with (i) all applicable Legal Requirements regarding the protection, storage, use, and disclosure of Personal Data, (ii) all of the Company's policies regarding privacy and data security, including, without limitation, all privacy policies and similar disclosures published on the Company's web sites and/or otherwise communicated to third parties and (iii) all contractual commitments that the Company has agreed to with respect to Personal Data.

(b) The Company has commercially reasonable safeguards in place to protect Personal Data in the Company's possession or control from unauthorized access by third persons, including the Company's employees and contractors, and the Company requires all of its service providers, vendors and other recipients of Personal Data from the Company to implement and maintain commercially reasonable safeguards to protect all Personal Data.

(c) To the knowledge of the Company, no person or entity has made any illegal or unauthorized use of Personal Data that was collected by or on behalf of the Company and is in the possession or control of the Company.

(d) To the knowledge of the Company, the Company is not currently under any investigation by any state, federal, or foreign jurisdiction regarding its protection, storage, use, and disclosure of Personal Data, nor has the Company received complaints from any customer of the Company regarding the Company's protection, storage, use, and disclosure of Personal Data.

2.23 International Trade Matters. The Company are in compliance with and have not been and are not in violation of any International Trade Law. The Company has not received any written, or to the Company's Knowledge any verbal, actual or threatened order, notice, or other communication from any Governmental Entity of any actual or potential violation or failure to comply with any International Trade Law. The Company is not conducting or has agreed to conduct any dealings or transaction with or for the benefit of any Sanctioned Person or in violation of Sanctions.

2.24 No Critical Technology. The Company does not engage in the design, fabrication, development, testing, production or manufacture of one or more "critical technologies" within the meaning of the Defense Production Act of 1950, as amended, including all implementing regulations thereof.

2.25 Absence of Unlawful Payments. Neither the Company, nor any its directors or officers, nor to the knowledge of the Company, any employee, agent or other Person acting on behalf of the Company: (a) has used any corporate or other funds for unlawful contributions, payments, gifts or entertainment; made any unlawful expenditures relating to political activity to government officials or others or established or maintained any unlawful or unrecorded funds; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds or violated any provision of the Foreign Corrupt Practices Act; or (c) has accepted or received any unlawful contributions, payments, gifts or expenditures.

2.26 Compliance; Information Statement. The Information Statement seeking the adoption of this Agreement by the stockholders of the Company (including any amendments or supplements thereto and any other document incorporated or referenced therein) and, at the time the Information Statement is first mailed to the stockholders of the Company, the Company cause the information supplied therein not to contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Notwithstanding anything contained herein to the contrary, no representation is made by the Company with respect to statements made in the Information Statement based on information

supplied, or required to be supplied, by or on behalf of Acquiror, Sub or any of their Affiliates specifically for inclusion or incorporation by reference therein.

2.27 Company ASX Documents.

(a) Except as set forth in Section 2.27(a) of the Company Disclosure Letter, the Company has filed with ASX for release on the ASX announcement platform, on a timely basis, all forms, statements, certifications, documents and reports required to be filed by it with ASX for release on the ASX announcement platform on and from July 2, 2018 (collectively, and in each case including all exhibits and schedules thereto and documents incorporated by reference therein, as such statements and reports may have been amended since the date of their filing, the "***Company ASX Documents***").

(b) Except as set forth in Section 2.27(b) of the Company Disclosure Letter, as of their respective filing dates, or in the case of amendments thereto, as of the last such amendment, the Company ASX Documents complied in all material respects in form and content with the requirements of all Legal Requirements, including the ASX Listing Rules, applicable to such Company ASX Documents, and none of the Company ASX Documents as of such respective dates (or, if amended, the date of the filing of such amendment, with respect to the disclosures that are amended) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or deceptive.

(c) The consolidated financial statements (including all related notes and schedules) of the Company included in the Company ASX Documents (if amended, as of the date of the last such amendment), (i) fairly present in all material respects, the consolidated financial position of the Company, as at the respective dates thereof, and their consolidated financial performance, their consolidated cash flows for the respective periods then ended and changes in stockholders' equity for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein, including the notes thereto, in each case which are not material) and (ii) have been prepared in accordance in all material respects with the GAAP or other applicable accounting standards, as applied on a consistent basis during the periods involved (in each case, except as may be indicated therein or in the notes thereto).

(d) The Company has established and maintains adequate disclosure controls and procedures and internal control over financial reporting. The Company's disclosure controls and procedures and internal control over financial reporting are reasonably designed to ensure that all material information required to be disclosed by the Company in the reports that it files with the ASX for release on the ASX announcement platform is recorded, processed, summarized and reported within the time periods specified in the ASX Listing Rules, and that all such material information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. Since July 2, 2018, the Company, or to the knowledge of the Company, any of its directors of officers has not received any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures or methodologies of the Company, or any of its internal accounting controls, including any material complaint, allegation, assertion or claim that the Company, or any of its directors, officers or employees who have a significant role in the Company's internal control over financial reporting has engaged in questionable accounting or auditing practices.

(e) The Company is in compliance in all material respects with the ASX Listing Rules and has not, since July 2, 2018 through the date hereof, received any notice from the ASX asserting any material noncompliance with such rules and regulations.

2.28 No Other Representations or Warranties. Except for the representations and warranties contained in this Article II, the Company, the Company Securityholders, nor any of their respective Affiliates makes any express or implied representation or warranty with respect to the Company, or any of their Affiliates or with respect to any other information provided, or made available, to Acquiror or any of its Affiliates, agents or representatives in connection with the transactions contemplated hereby. None of the Company, the Company Securityholders, or any of their respective Affiliates or any other Person will have or be subject to any liability or other obligation to Acquiror, its Affiliates, agents or representatives or any Person resulting from any information, documents, projections, forecasts or other material made available to Acquiror, its Affiliates or representatives in certain "data rooms," confidential offering memorandum, offering materials or management presentations in expectation of the transactions contemplated by this Agreement, unless any such information is expressly and specifically included in a representation or warranty contained in this Article II. The Company disclaims any and all other representations and warranties, whether express or implied.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND SUB

Acquiror represents and warrants to the Company as follows as of the date hereof:

3.1 Organization and Standing. The Acquiror is a California corporation, and its sole shareholder is a US citizen. Sub is a Delaware corporation. Each of Acquiror and Sub is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Neither Acquiror nor Sub is in violation of any of the provisions of their respective certificates or certificate of incorporation, as the case may be, or bylaws, each as amended to date. .

3.2 Authority; Noncontravention.

(a) Each of Acquiror and Sub has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Acquiror and Sub of this Agreement and the consummation by Acquiror and Sub of the transactions contemplated hereby have been duly and validly authorized by the boards of directors of Acquiror and Sub and, effective immediately after the execution of this Agreement by Sub, the sole shareholder of Sub has adopted this Agreement and approved the Merger and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each of Acquiror and Sub and constitutes a valid and binding obligation of Acquiror and Sub enforceable against Acquiror and Sub, respectively, in accordance with its terms, subject only to the effect, if any, of (i) applicable bankruptcy, insolvency, moratorium and other similar Legal Requirements affecting the rights of creditors generally and (ii) Legal Requirements governing specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery of this Agreement by Acquiror and Sub do not, and neither the consummation of the transactions contemplated hereby nor compliance by Acquiror or Sub with any provisions of this Agreement will, conflict with, or result in any violation of, or default under (i) any provision of their respective certificates of incorporation, as the case may be, or bylaws, as amended to date, or (ii) any Legal Requirement, except where such conflict, violation, default, termination, cancellation or acceleration, individually or in the aggregate, would not be material to Acquiror's or Sub's ability to consummate the Merger or to perform their respective obligations under this Agreement.

(c) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity, is required by or with respect to Acquiror or Sub in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby,

except for (i) the filing of the Certificate of Merger, as provided in Section 1.5, (ii) such filings as may be required under applicable state securities laws and the securities laws of any foreign country, and (iii) such filings and notifications as may be required to be made in connection with the Merger under the HSR Act or applicable foreign Antitrust Laws and the expiration or early termination of applicable waiting periods under the HSR Act or applicable foreign Antitrust Laws, and (iv) such other consents, authorizations, filings, approvals, notices and registrations which, if not obtained or made, would not be material to Acquiror's or Sub's ability to consummate the Merger or to perform their respective obligations under this Agreement.

3.3 No Prior Sub Operations. Sub was formed solely for the purpose of effecting the Merger and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby.

3.4 Sufficient Funds. Acquiror has as of the date of this Agreement, and shall have on the Closing Date, sufficient funds to enable Acquiror to consummate the transactions contemplated hereby, including payment of the Merger Consideration and fees and expenses of Acquiror relating to the transactions contemplated hereby. Acquiror's obligations under this Agreement are not subject to any conditions regarding Acquiror's, its Affiliates', or any other Person's ability to obtain financing for the consummation of the transactions contemplated hereby.

3.5 Transaction Fees. Neither Acquiror nor any Affiliate of Acquiror is obligated for the payment of any fees or expenses of any investment banker, broker or finder in connection with the origin, negotiation or execution of this Agreement or in connection with the Merger or any other transaction contemplated by this Agreement.

3.6 Information Statement. Acquiror shall use its reasonable best efforts to cause the information provided by Acquiror or Sub for inclusion in the Information Statement, at the time it is first mailed to the stockholders of the Company or at the time of the Stockholder Consent , not to contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3.7 No Additional Representations; No Reliance.

(a) Acquiror acknowledges that neither the Company nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Company or other matters that is not specifically included in this Agreement (as modified by the Company Disclosure Letter). Without limiting the generality of the foregoing, neither the Company nor any other Person has made a representation or warranty to Acquiror with respect to, and neither the Company nor any other Person, shall be subject to any liability to Acquiror or any other Person resulting from the Company making available to Acquiror, (i) any projections, estimates or budgets for the Company, (ii) any materials, documents or information relating to the Company made available to Acquiror or its counsel, accountants or advisors in the Company's data room or otherwise, or (iii) the information contained in the Confidential Information Memorandum dated October 4, 2023, in each case, except as expressly covered by a representation or warranty set forth in Article II of this Agreement. In connection with Acquiror's investigation of the Company, the Company has delivered, or made available to Acquiror and its respective Affiliates, agents and representatives, certain projections and other forecasts, including but not limited to, projected financial statements, cash flow items and other data of the Company relating to the business of the Company and certain business plan information of the Company. Acquiror acknowledges that there are uncertainties inherent in attempting to make such projections and other forecasts and plans and accordingly is not relying on them, that Acquiror is familiar with such uncertainties, that Acquiror is

taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections and other forecasts and plans so furnished to it, and that Acquiror and its Affiliates, agents and representatives shall have no claim against any Person with respect thereto. Accordingly, Acquiror acknowledges that, without limiting the generality of Section 2.26, neither the Company nor any of their representatives, agents or Affiliates, have made any representation or warranty with respect to such projections and other forecasts and plans.

(b) Notwithstanding anything contained in this Agreement, it is the explicit intent of the parties hereto that the Company is not making any representation or warranty whatsoever, express or implied, beyond those expressly given in Article II of this Agreement, except as expressly provided in Article II of this Agreement and subject to the terms and conditions of Article II of this Agreement, it is understood that Acquiror takes the Company as is and where is with all faults as of the Closing Date with any and all defects.

(c) In furtherance of the foregoing, Acquiror acknowledges that it is not relying on any representation or warranty of the Company, other than those representations and warranties specifically set forth in Article II of this Agreement. Acquiror acknowledges that it has conducted to its satisfaction an independent investigation of the financial condition, liabilities, results of operations and projected operations of the Company and the nature and condition of its properties, assets and businesses and, in making the determination to proceed with the transactions contemplated hereby, has relied solely on the results of its own independent investigation and the representations and warranties set forth in Article II.

ARTICLE IV

ADDITIONAL AGREEMENTS

4.1 Conduct of Business of the Company. During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement and the Effective Time, except (i) as expressly permitted by the terms of this Agreement, (ii) as disclosed by the Company in the Company Disclosure Letter, (iii) for actions reasonably taken in light of COVID-19, (iv) as required by applicable Legal Requirements, or (v) with the prior written consent of Acquiror (which shall not be unreasonably withheld, conditioned or delayed), the Company will:

(a) Conduct its business in the ordinary course consistent with past practices; and

(b) use commercially reasonable efforts to Preserve its relationships with customers and others having business dealings with it.

4.2 Restrictions on Conduct of Business of the Company. During the period from the Agreement Date and continuing until the earlier of the termination of this Agreement and the Effective Time, the Company shall not do any of the following (except (i) as expressly permitted by the terms of this Agreement, (ii) as disclosed by the Company in the Company Disclosure Letter, (iii) as required by applicable Legal Requirements, or (iv) with the prior written consent of Acquiror (which shall not be unreasonably withheld, conditioned or delayed)):

(a) Charter Documents. Cause or permit any amendments to the Company Certificate of Incorporation or the bylaws of the Company;

(b) Dividends; Changes in Capital Stock. Declare, set aside, or pay any dividend on or make any other distribution (whether in cash, stock or property) in respect of any of any of the Company Capital Stock (or other equity interests), or split, sub-divide, combine or reclassify any of the Company

Capital Stock (or other equity interests) or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of Company Capital Stock (or other equity interests) other than transmutation between Company Common Stock and Company CDIs, or repurchase, redeem or otherwise acquire, directly or indirectly, any shares of Company Capital Stock (or other equity interests) except Company Capital Stock from former employees, non-employee directors and consultants in accordance with agreements providing for the repurchase of shares in connection with any termination of service as in effect on the Agreement Date;

(c) Issuance of Securities. Issue, deliver or sell or authorize or propose the issuance, delivery or sale of, or purchase or propose the purchase of any shares of Company Capital Stock (or other equity interests) or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other Contracts of any character obligating it to issue any such shares (or other interest) or other convertible securities, other than: (i) the issuance of shares of Company Capital Stock pursuant to the exercise in accordance with their terms of the Company Options or other rights outstanding as of the Agreement Date; (ii) the repurchase of any shares of Company Capital Stock from former employees, non-employee directors and consultants in accordance with Contracts providing for the repurchase of shares in connection with any termination of service; and (iii) the issue of Company CDIs on transmutation from Company Common Stock;

(d) Dispositions. Sell, lease, license or otherwise dispose of or encumber (other than Permitted Encumbrances) any of its properties or assets, other than sales in the ordinary course of business consistent with its past practice or enter into any Contract with respect to the foregoing;

(e) Indebtedness. Except as required by Legal Requirements or contractual obligations as in effect on the Agreement Date, incur any Indebtedness or guarantee any Indebtedness or issue or sell any debt securities;

(f) Capital Expenditures. Make any capital expenditures, capital additions or capital improvements in excess of the amounts set forth in the Company's 2023 budget made available to Acquiror;

(g) Insurance. Materially change the amount of any insurance coverage naming the Company as a beneficiary or loss payee or allow any such insurance coverage to be cancelled or terminated;

(h) Employee Benefit Plans; Severance; Pay Increases. (i) adopt or amend any employee severance or compensation benefit plan, including any stock issuance or stock option plan, or amend any compensation, benefit, entitlement, grant or award provided or made under any such plan, except in each case as required under ERISA, applicable Legal Requirements or as necessary to maintain the qualified status of such plan under the Code, (ii) pay any bonus to any employee or non-employee director or consultant or increase the salaries, wage rates or fees of its employees or consultants (other than in the ordinary course of business or pursuant to plans, policies or Contracts in effect on the Agreement Date), (iii) hire any individual to be employed by the Company, (iv) loan or advance any money to any present or former director, officer or employee of the Company;

(i) Lawsuits; Settlements. Commence a lawsuit other than (i) for the routine collection of bills, (ii) in such cases where the Company in good faith determines that failure to commence suit would result in the material impairment of a valuable aspect of its business, or (iii) for a breach of this Agreement, or voluntarily settle, pay or discharge any lawsuits ongoing as of the Agreement Date that involves payment as damage, settlement, fine or penalties in excess of $50,000;

(j) Acquisitions. (i) Acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation,

partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets which are material, individually or in the aggregate, to its business, (ii) make any capital contributions or investments (including through loans or advances) in any person or entity, or (iii) create a new subsidiary;

(k) Tax and Accounting. Change accounting methods or practices or revalue any of its assets (including writing down the value of inventory or writing off notes or accounts receivable otherwise than in the ordinary course of business), except in each case as required by changes in GAAP, Legal Requirements or recommended by its independent accountants; make or change any Tax election, change an annual Tax accounting period, adopt or change any Tax accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, affirmatively surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment;

(l) Encumbrances. Except in the ordinary course consistent with past practice, place or allow the creation of any Encumbrance (other than a Permitted Encumbrance) on any material assets of the Company;

(m) Liquidation; Reorganization. Adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company (other than the Merger); or

(n) Material Contract. (i) modify, amend, terminate or waive any rights under any Material Contract in any material respect, or (ii) enter into any new agreement that would have been considered a Material Contract if it were entered into prior to the Agreement Date;

(o) Intellectual Property. Sell, assign, transfer, license, abandon or dispose of any material Intellectual Property, except for non-exclusive licenses of Intellectual Property granted to customers of the Company that are entered into in the ordinary course of business;

(p) Other. Take or agree or otherwise to take, any of the actions described in clauses (a) through (m) in this Section 4.2.

4.3 Preparation of the Information Statement; Stockholder Consent.

(a) Unless this Agreement is terminated pursuant to Section 6.1, (i) the Company shall take all action in accordance with applicable Law, the Company Charter Documents, to distribute the Information Statement and seek the written consent of the Company Common Stock to vote on the adoption of this Agreement (the "***Stockholder Consent***").

(b) Without limiting the obligations of the Company set out in this Section 4.3 and prior to releasing a copy of the Information Statement on the ASX's announcement platform, the Company must consult with ASX in relation to the proposed Merger and associated Shareholder Consent and Information Statement. The Company must provide a draft Information Statement (to the extent required by ASX) and timetable for the transactions contemplated under this Agreement (drafted in accordance with Section 10 of Appendix 7A of the ASX Listing Rules) for comment by ASX. The Company must cooperate with ASX and incorporate any comments made by ASX into the Information Statement, timetable and any aforementioned documents (if any) prior to finalizing the timetable.

4.4 Confidentiality; Public Disclosure.

(a) The parties hereto acknowledge that Acquiror and the Company have previously executed a Mutual Nondisclosure Agreement dated October 3, 2023 (the "***Confidentiality Agreement***") which shall continue in full force and effect in accordance with its terms.

(b) The Company and Acquiror will consult with each other and agree before issuing any press release, making any public statement, or otherwise making any disclosure with respect to the terms of this Agreement or the transactions contemplated hereby or the use of either party's name, and will not issue any such press release or make any such public statement or other disclosure prior to such mutual agreement, except to the extent necessary in order to comply with applicable Legal Requirements and the ASX Listing Rules or any other listing agreement with a national securities exchange.

4.5 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

4.6 Continuing Employee Benefits. Following the Effective Time, for a period of one year or until termination of the relevant Continuing Employee, Acquiror shall (a) cause the Surviving Corporation (or its respective direct and indirect Subsidiaries) to, continue to pay each Continuing Employee total compensation (including bonuses) that is no less than the current compensation for such Continuing Employee and (b) continue the Company's current Trinet incentive plan and provide Continuing Employees with employee benefits no less than those currently provided such Continuing Employees pursuant to the Company Employee Plans.

4.7 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration value added and other substantially similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the transaction contemplated hereby (collectively, "***Transfer Taxes***") shall be paid by a Person who is primarily liable for such Tax under applicable Law when due, and such Person shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes.

4.8 Directors' and Officers' Insurance.

(a) For a period of six (6) years from and after the Closing Date, Acquiror and the Surviving Corporation agree to indemnify (including advancement of expenses) and hold harmless all past and present officers and directors of the Company to the same extent such persons are indemnified by the Company as of the date of this Agreement pursuant to the Company Certificate of Incorporation, the bylaws of the Company, any applicable employment agreements or indemnification agreements or under applicable Legal Requirements for acts or omissions which occurred at or prior to the Effective Time. The Surviving Corporation's Certificate of Incorporation and bylaws shall contain provisions with respect to indemnification and exculpation that are at least as favorable to the past and present officers and directors of the Company as those provisions contained in the Company Certificate of Incorporation and the bylaws of the Company in effect on the date hereof, and such provisions shall not be amended, repealed or otherwise modified for a period of six (6) years in any manner that would adversely affect the rights of the past and present officers and directors of the Company.

(b) For a period of six (6) years from and after the Effective Time, each of Acquiror and the Surviving Corporation agrees to provide officers' and directors' liability insurance with respect to acts or omissions occurring at or prior to the Effective Time covering each past and present officer and member of the Board of Directors of the Company who is currently covered by the Company's officers' and directors' liability insurance policy. The terms and coverage amounts of the liability insurance policy

shall be at least as favorable as the terms and coverage amounts of the liability insurance policy in effect on the date hereof.

(c) If Acquiror, the Surviving Corporation or any of its successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of Acquiror or the Surviving Corporation, as the case may be, shall assume the obligations set forth in this Section 4.9.

(d) The provisions of this Section 4.9 are intended for the benefit of, and shall be enforceable by, all past and present officers and directors of the Company and his or her heirs and representatives. The rights of all past and present officers and directors of the Company under this Section 4.9 are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have by contract, applicable Legal Requirements or otherwise.

4.9 Commercially Reasonable Efforts. Subject to the obligations set forth in this Agreement otherwise, each of the parties hereto agrees to use its commercially reasonable efforts, and to cooperate with each other party hereto, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, appropriate or desirable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated hereby, including the satisfaction of the respective conditions set forth in Article V, and including to execute and deliver such other instruments and do and perform such other acts and things as may be necessary or reasonably desirable for effecting completely the consummation of the Merger and the other transactions contemplated hereby.

4.10 No Solicitation. None of the Company, the Company Board, the Special Committee will, or will permit any of the directors, officers, employees, advisors, representatives, stockholders, or agents of the Company to, directly or indirectly, (i) discuss, negotiate, undertake, authorize, recommend, propose or enter into, either as the proposed surviving, merged, acquiring or acquired corporation, any transaction involving a merger, consolidation, business combination, purchase or disposition of any amount of the assets of the Company (other than the sale of inventory in the ordinary course of business) or any Capital Stock of the Company other than the transactions contemplated by this Agreement (an "***Acquisition Transaction***"), (ii) willfully facilitate, encourage or solicit or initiate discussions, negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (iii) furnish or cause to be furnished, to any person or entity, any information concerning the business, operations, properties or assets of the Company in connection with an Acquisition Transaction, or (iv) otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other person or entity to do or seek any of the foregoing. Until the earlier of (x) the Closing and (y) the date on which this Agreement is terminated, the Company shall notify Acquiror immediately if any person makes any proposal, offer, inquiry or contact with respect to any of the foregoing. Company shall, and shall cause its directors, officers, employees and representatives to, immediately cease and cause to be terminated any existing discussions or negotiations with any persons (other than Acquiror) conducted heretofore with respect to any Acquisition Transaction.

4.11 Notice of Certain Events. From and after the date of this Agreement until the Effective Time, each of the Company and Acquiror shall promptly notify the other orally and in writing of (a) any change, effect, event, occurrence, development or state of facts that, individually or in the aggregate, would reasonably be expected to cause any condition to the obligations of any party to effect the Merger not to be satisfied, (b) any proceedings commenced or, to any party's knowledge, threatened against, such party or

any of its affiliates in connection with, arising from or otherwise relating to the Merger, or (c) to such party's knowledge, the failure of such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it pursuant to this Agreement which, individually or in the aggregate, would reasonably be expected to result in any condition to the obligations of any party to effect the Merger not to be satisfied; provided that the delivery of any notice pursuant to this Section 6 shall not cure any breach of any representation or warranty requiring disclosure of such matter prior to the date of this Agreement or otherwise limit or affect the remedies available hereunder to any party

ARTICLE V

CONDITIONS TO THE MERGER

5.1 Conditions to Obligations of Each Party to Effect the Merger. The respective obligations of each party hereto to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Time of each of the following conditions:

(a) Illegality. No temporary restraining order, preliminary or permanent injunction, order, decree, writ, ruling or award issued by any court or other Governmental Entity of competent authority (including but not limited to, ASX and ASIC) preventing the consummation of the Merger or the other transactions contemplated by this Agreement shall be in effect, and no Legal Requirement shall have been enacted, entered, enforced or deemed applicable to the Merger, which prohibits the consummation of the Merger or the other transactions contemplated by this Agreement (collectively, "***Restraints***").

(b) Regulatory Approvals. Any pre-clearance period or approval required by the Antitrust Laws of the jurisdictions identified on Schedule 5.1(b) shall have been completed or obtained.

(c) Stockholder Approval. The Company shall have obtained the Stockholder Approval in accordance with applicable Legal Requirements and the Stockholder Approval shall be in full force and effect.

(d) ASX Approvals. All waivers, confirmations or approvals required to be obtained from the ASX to facilitate the Merger shall have been obtained (and any conditions imposed by ASX granting its consent have been satisfied).

5.2 Additional Conditions to Obligations of the Company. The obligations of the Company to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Time of each of the following conditions (it being understood that each such condition is solely for the benefit of the Company and may be waived by the Company in writing in its sole discretion without notice, liability or obligation to any Person):

(a) Representations and Warranties. The representations and warranties of Acquiror and Sub in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or "Material Adverse Effect," which representations and warranties as so qualified shall be true and correct in all respects) on and as of the Agreement Date and on and as of the Effective Time as though such representations and warranties were made on and as of such time (except for representations and warranties which address matters only as to a specified date, which representations and warranties shall be so true and correct with respect to such specified date).

(b) Covenants. Acquiror and Sub shall have performed and complied in all material respects with all covenants, obligations and agreements of this Agreement required to be performed and complied with by it at or prior to the Closing.

(c) Receipt of Closing Deliveries. The Company shall have received each of the agreements, instruments and other documents set forth in Section 1.4(a).

5.3 Additional Conditions to the Obligations of Acquiror. The obligations of Acquiror and Sub to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Time of each of the following conditions (it being understood that each such condition is solely for the benefit of Acquiror and Sub and may be waived by Acquiror and Sub in writing in their sole discretion without notice, liability or obligation to any Person):

(a) Representations and Warranties. The representations and warranties of the Company in this Agreement shall be true and correct in all material respects (except for such representations and warranties that are qualified by their terms by a reference to materiality or "Material Adverse Effect", which representations and warranties as so qualified shall be true and correct in all respects) on and as of the Agreement Date and on and as of the Effective Time as though such representations and warranties were made on and as of such time (except for representations and warranties which address matters only as to a specified date, which representations and warranties shall be so true and correct with respect to such specified date). Notwithstanding the foregoing, (i) the representations and warranties in Section 2.3 (Capital Structure) will be true and correct in all respects (except for de minimis inaccuracies) as of the Agreement Date and, except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date), as of the Effective Time; and (ii) the representation contained in Section 2.7 (Absence of Material Adverse Effect), Section 2.23 (International Trade Matters) and Section 2.24 (No Critical Technology) shall be true and correct in all respects as of the Agreement Date and as of the Effective Time.

(b) Covenants. The Company shall have performed and complied in all material respects with all covenants, obligations and agreements of this Agreement required to be performed and complied with by the Company at or prior to the Closing.

(c) Receipt of Closing Deliveries. Acquiror shall have received each of the agreements, instruments and other documents set forth in Section 1.4(b).

(d) No Material Adverse Effect. Since the Agreement Date, there shall not have occurred any Effect which, individually or in the aggregate, has caused a Material Adverse Effect with respect to the Company.

(e) Material Contracts. The Company shall have delivered to Parent all necessary consents, waivers and approvals of parties to any Contract set forth on Schedule 5.3(e).

(f) Termination of Plans. Prior to the Closing, the Company Board shall adopt such resolutions as may be reasonably necessary to terminate the Company Option Plan(s) effective immediately prior to the Effective Time.

ARTICLE VI

TERMINATION, AMENDMENT AND WAIVER

6.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned by authorized action taken by the terminating party (notwithstanding approval and adoption of this Agreement by the Company Stockholders):

(a) by mutual written consent duly authorized by the Company Board and the board of directors of Acquiror;

(b) by either Acquiror or the Company, if the Merger shall not have occurred on or before November 17, 2023 (the "***Outside Date***"); provided, however, (i) the right to terminate this Agreement under this Section 6.1(b) shall not be available to any party whose breach of this Agreement has been the proximate cause of or resulted in the failure of the Merger to occur on or before the Outside Date; and (ii) if the condition set forth in Section 5.1(b) or Section 5.1(d) shall not have been satisfied prior to such date but all the other conditions in Article V have been satisfied or waived (other than those conditions that by their terms are to be satisfied at Closing), then each of Acquiror and the Company may elect to extend the term of this Agreement until a date and time not later than November 24, 2023;

(c) by either Acquiror or the Company, if (i) a Restraint shall be in effect and shall have become final and non-appealable, (ii) the Stockholder Consent (including any adjournments or postponements thereof) shall have concluded and the Stockholder Approvals shall not have been obtained, or (iii) if any party to this Agreement has received any communication from CFIUS that makes any party to the Agreement (not just the Party receiving such communication) believe, in its reasonable judgement, that CFIUS may prohibit, investigate or scrutinize the Merger or the transactions contemplated herein in any manner. For clarity, with respect to this Section 6.1(c)(iii), any party receiving any communication described in this Section 6.1(c)(iii) shall immediately notify other parties regarding such communication in reasonable detail. Parties hereby agree that any termination by any party pursuant to this Section 6.1(c)(iii) will not be considered a breach of any obligation of such party under this Agreement;

(d) by Acquiror, if the Company shall have breached any representation, warranty, covenant or agreement contained herein and such breach shall not have been cured within thirty (30) days after receipt by the Company of written notice of such breach and if not cured within the timeframe above and at or prior to the Closing, such breach would result in the failure of the condition set forth in Section 5.3(a) or (b);

(e) by the Company, if Acquiror or Sub shall have breached any representation, warranty, covenant or agreement contained herein and such breach shall not have been cured within thirty (30) days after receipt by Acquiror of written notice of such breach and if not cured within the timeframe above and at or prior to Closing, such breach would result in the failure of the conditions set forth in Section 5.2(a) or (b); or

In the event of termination by Acquiror or the Company pursuant to this Section 6.1 (other than Section 6.1(a)), written notice thereof shall be given to other parties hereto.

6.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 6.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Acquiror, Sub, the Company or their respective officers, directors, shareholders, Affiliates, employees, agents, advisors, attorneys or representatives; provided, however, that (a) the provisions of Section 4.4 (Confidentiality; Public Disclosure), this Section 6.2 (Effect of Termination), Article VII

(General Provisions) and the Confidentiality Agreement shall remain in full force and effect and survive any termination of this Agreement and (b) no such termination shall relieve any party hereto for any damages incurred or suffered by the other party as a result of an intentional or willful breach of this Agreement.

6.3 Amendment. Subject to the provisions of applicable Legal Requirements, the parties hereto may amend this Agreement by authorized action at any time (notwithstanding approval and adoption of this Agreement by the Company Stockholders) pursuant to an instrument in writing signed on behalf of each of the parties hereto (provided that no amendment shall be made which by Legal Requirement requires further approval by the Company Stockholders without such further shareholder approval). To the extent permitted by applicable Legal Requirements, Acquiror and the Securityholders' Representative may cause this Agreement to be amended at any time after the Effective Time by execution of an instrument in writing signed on behalf of Acquiror and the Securityholders' Representative.

ARTICLE VII

GENERAL PROVISIONS

7.1 Survival of Representations and Warranties. Except in the case of Fraud, the representations and warranties contained in this Agreement and the covenants and agreements contained in this Agreement will expire and be of no further force or effect as of Closing except those covenants and agreements contained herein that by their express terms apply or are to be performed in whole or in part after the Closing. Notwithstanding the foregoing, no Company Securityholder shall be liable for the Fraud of any other Person other than itself and no Company Securityholder shall be liable for such Fraud in excess of the amount Merger Consideration actually received by such Company Securityholder.

7.2 Securityholders' Representative.

(a) Each Company Securityholder by virtue of the approval and adoption of this Agreement or other appointment authorization documentation (other than such Company Stockholders, if any, who have perfected appraisal rights under Delaware Laws) or by accepting any consideration payable hereunder shall be deemed to have agreed to appoint Anzu RBI Mezzanine Preferred GP LLC as its agent and attorney-in-fact (the "***Securityholders' Representative***") for and on behalf of the Company Securityholders to act for the Company Securityholders with regard to matters pertaining to Sections 1.15, 1.16 and Article VII, give and receive notices and communications, object to such payments, agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to such claims, assert, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to, any other claim by Acquiror against any Company Securityholder or by any Company Securityholder against Acquiror or any dispute between Acquiror and any such Company Securityholder, in each case relating to this Agreement or the transactions contemplated hereby and to take all other actions that are either (i) necessary or appropriate in the judgment of the Securityholders' Representative for the accomplishment of the foregoing or (ii) specifically mandated by the terms of this Agreement or the Escrow Agreement. Each Company Securityholder agrees to receive correspondence from the Securityholders' Representative, including in electronic form. Such agency may be changed by the Company Securityholders with the right to a majority of the Escrow Amount from time-to-time. Notwithstanding the foregoing, the Securityholders' Representative may resign at any time by providing written notice of intent to resign to the Company Securityholders, which resignation shall be effective upon the earlier of (A) thirty (30) calendar days following delivery of such written notice or (B) the appointment of a successor by the holders of a majority in interest of the Escrow Amount. If the Securityholders' Representative shall be removed, resign or otherwise be unable to fulfill its responsibilities hereunder, the Company Securityholders shall appoint a successor to the Securityholders' Representative, and shall immediately

thereafter notify Acquiror the identity of such successor. Any such successor shall succeed the former the Securityholders' Representative as the Securityholders' Representative hereunder. If for any reason there is no Securityholders' Representative at any time, all references herein to the Securityholders' Representative shall be deemed to refer to the Company Securityholders. No bond shall be required of the Securityholders' Representative, and the Securityholders' Representative shall not receive any compensation for its services. A decision, act, consent or instruction of the Securityholders' Representative, including an amendment, extension or waiver of this Agreement pursuant to its authority hereunder, shall constitute a decision of the Company Securityholders and shall be final, binding and conclusive upon the Company Securityholders.

(b) By executing this Agreement under the heading "Securityholders' Representative," Anzu RBI Mezzanine Preferred GP LLC hereby (i) accepts its appointment and authorization to act as Securityholders' Representative as attorney-in-fact and agent on behalf of the Company Securityholders in accordance with the terms of this Agreement, and (ii) agrees to perform its obligations under, and otherwise comply with, this Section 7.2.

(c) The Securityholders' Representative shall not be liable to any former Company Securityholder for any act done or omitted hereunder as the Securityholders' Representative without gross negligence or willful misconduct or bad faith (and any act done or omitted pursuant to the bona fide good faith advice of counsel, accountants and other professionals and experts retained by the Securityholders' Representative shall be conclusive evidence of good faith). To the fullest extent permitted by applicable Legal Requirements, the Company Securityholders shall severally indemnify the Securityholders' Representative and hold it harmless against any loss, liability or expense incurred without gross negligence, willful misconduct or bad faith on the part of the Securityholders' Representative and arising out of or in connection with the acceptance or administration of its duties hereunder, including any out-of-pocket costs and expenses and legal fees and other legal costs reasonably incurred by the Securityholders' Representative. If not paid directly to the Securityholders' Representative by the Company Securityholders, such losses, liabilities or expenses may be recovered by the Securityholders' Representative from the Reserve (as defined below) and the Escrow Amount otherwise distributable to the Company Securityholders (and not distributed or distributable to Acquiror), pursuant to the terms hereof and of the Escrow Agreement, at the time of distribution, and such recovery will be made from the Company Securityholders according to their respective Pro Rata Share of the Merger Consideration. The Securityholders' Representative shall only have the duties expressly stated in this Agreement and shall have no other duty, express or implied. The Securityholders' Representative shall establish a reserve to be held by the Securityholders' Representative in an amount not to exceed $25,000 (the "***Reserve***") from the Merger Consideration with respect to the Company Securityholders based upon their Pro Rata Share to fund potential expenses of the Securityholders' Representative in carrying out its authorized duties. The Securityholders' Representative may engage attorneys, accountants, investment bankers, advisors, consultants and clerical personnel and obtain such other professional and expert assistance, and maintain such records, as the Securityholders' Representative may deem necessary or desirable and incur other out-of-pocket expenses related to performing its services hereunder and paid out of the Reserve. The Securityholders' Representative may in good faith rely conclusively upon information, reports, statements and opinions prepared or presented by such professionals, and any action taken by the Securityholders' Representative based on such reliance shall be deemed conclusively to have been taken in good faith. On the date that is three (3) months after Final Merger Consideration is finally determined in accordance with Section 1.15, , the Securityholders' Representative shall release all remaining funds held with respect to the Reserve (and not distributed or distributable to the Securityholders' Representative in accordance with this Section 7.2(a)) to the Company Securityholders in accordance with each such Company Securityholder's Pro Rata Share as set forth on the Spreadsheet. No provision of this Agreement or the Escrow Agreement shall require the Securityholders' Representative to expend or risk its own funds or otherwise incur any

financial liability in the exercise or performance of any of its powers, rights, duties or privileges under this Agreement or the Escrow Agreement.

(d) All of the immunities and powers granted to the Securityholders' Representative under this Agreement shall survive the Closing and/or any termination of this Agreement and the Escrow Agreement. The grant of authority provided for in this Section 7.2: (i) is coupled with an interest and shall be irrevocable and survive the death, incompetence, bankruptcy or liquidation of the respective Company Securityholder and shall be binding on any successor thereto and (ii) shall survive the delivery of an assignment by any Company Securityholders of the whole or any fraction of his, her or its interest in the Escrow Amount.

(e) At or prior to the Closing, the Company shall deliver to the Securityholders' Representative a copy of the following documents: (i) the Estimated Merger Consideration Statement, (ii) the Spreadsheet, (iii) the Closing Expenses Certificate, (iv) the Company Indebtedness Certificate, and (v) the Company Cash Certificate.

7.3 Notices. Any notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by a nationally recognized overnight courier service (providing written proof of delivery), such as Federal Express, or mailed by registered or certified mail (return receipt requested and first-class postage prepaid) or sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice, provided that a notice of change in address shall not be deemed to have been given until received by the addressee):

(i) if to Acquiror or Sub, to:

OmegaX, Inc.

20725 Valley Green Dr., Cupertino, CA 95014
Email: info@omegaxinc.com

with a copy (which shall not constitute notice) to:

King & Wood Mallesons LLP

2500 Sand Hill Road, Ste. 111
Attention: Yuji Sun
Email: yuji.sun@us.kwm.com

(ii) If to the Securityholders' Representative, to:

Anzu RBI Mezzanine Preferred GP LLC
12610 Race Track Rd
Suite 250
Tampa FL 33626
Email: whs@anzupartners.com, debrah@anzupartners.com

with a copy (which shall not constitute notice) to:

DLA Piper LLP (US)
4365 Executive Drive, Suite 1100
San Diego, California 92121
Attention: Martin Nichols
Email: martin.nichols@us.dlapiper.com

7.4 Interpretation. When a reference is made in this Agreement to Articles, Sections or Exhibits, such reference shall be to an Article or Section of, or an Exhibit to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The phrases "provided to," "delivered to," "made available to," "furnished to," and phrases of similar import when used herein, unless the context otherwise requires, shall mean that a copy of the information or material referred to has been provided to the party to whom such information or material is to be provided, including by means of being provided for review in the virtual data room set up by the Company in connection with this Agreement located at "https:// https://americas.datasite.com/platform/container/6340a027c7a2ec6370c54f39/documents/content/index" Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; and (c) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement.

7.5 Counterparts. This Agreement may be executed manually, by electronic transmission or by facsimile by the parties hereto, in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart.

7.6 Entire Agreement; Parties in Interest. This Agreement and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto, including all the Exhibits attached hereto and the Schedules, including the Company Disclosure Letter, (a) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, except for the Confidentiality Agreement, the Escrow Agreement and the Letters of Transmittal, which shall continue in full force and effect, and shall survive any termination of this Agreement, in accordance with their respective terms and (b) are not intended to confer, and shall not be construed as conferring, upon any Person other than the parties hereto any rights or remedies hereunder (except that Section 4.9 is intended to benefit the former, current and future officers and directors of the Company).

7.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void, except that Acquiror may assign this Agreement to any direct or indirect wholly owned subsidiary of Acquiror without the prior consent of the Company; provided, however, that Acquiror shall remain liable for all of its obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

7.8 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use all reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

7.9 Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party hereto shall be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party hereto of any one remedy shall not preclude the exercise of any other remedy and nothing in this Agreement shall be deemed a waiver by any party of any right to specific performance or injunctive relief. It is accordingly agreed that the parties, including without limitation, Acquiror, Sub, the Company, or if after the Effective Time, the Securityholders' Representative on behalf of the Company Securityholders, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity, and the parties hereby waive the requirement of any posting of a bond in connection with the remedies described herein.

7.10 Governing Law. This Agreement, and all claims arising hereunder or related thereto, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. Each of the parties hereby expressly and irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery in and for New Castle County, or in the event (and only in the event) that such Delaware Court of Chancery does not have subject matter over such dispute, any Delaware State court sitting in New Castle County, unless the federal courts have exclusive jurisdiction, in which case the federal courts located in New Castle County in the State of Delaware (collectively, the "***Specified Courts***"), preserving, however, all rights of removal to such federal court under 28 U.S.C. 1441, in respect of all disputes arising out of or in connection with this Agreement and the documents referred to in this Agreement or the transactions contemplated hereby and thereby, and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding arising out of or in connection with this Agreement and the documents referred to in this Agreement or the transactions contemplated hereby and thereby, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in the Specified Courts. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7.3 or in such other manner as may be permitted by applicable Legal Requirements, shall be valid and sufficient service thereof. Notwithstanding the foregoing, each party agrees that each of the other parties shall have the right to bring any action or proceeding for enforcement of any order or judgment entered by a Delaware Court in any other court having jurisdiction.

7.11 Rules of Construction. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, each Schedule and each Exhibit attached hereto, the application of any Legal Requirement, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

7.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WITH AND UPON THE ADVICE OF

COMPETENT COUNSEL IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

7.13 Waiver of Conflicts. Each of the parties hereto acknowledges and agrees, on its own behalf and on behalf of its directors, stockholders, partners, officers, employees, and Affiliates that the Company is the client of DLA Piper LLP (US) ("***Firm***"), and not any of its individual Company Securityholders. After the Closing, it is possible that Firm will represent the Company Securityholders, the Securityholders' Representative and their respective Affiliates (individually and collectively, the "***Seller Group***") in connection with the transactions contemplated herein or in the Escrow Agreement, the Escrow Amount and any claims made thereunder pursuant to this Agreement or the Escrow Agreement. Acquiror and the Company hereby agree that the Firm (or any successor) may represent the Seller Group in the future in connection with issues that may arise under this Agreement or the Escrow Agreement, the administration of the Escrow Amount and any claims that may be made thereunder pursuant to this Agreement or the Escrow Agreement. The Firm (or any successor) may serve as counsel to all or a portion of the Seller Group or any director, stockholder, partner, officer, employee, representative, or Affiliate of the Seller Group, in connection with any litigation, claim or obligation arising out of or relating to this Agreement, the Escrow Agreement, or the transactions contemplated by this Agreement or the Escrow Agreement. Each of the parties hereto consents thereto, and waives any conflict of interest arising therefrom, and each such party shall cause any Affiliate thereof to consent to waive any conflict of interest arising from such representation. Each of the parties hereto acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that the parties have consulted with counsel or have been advised they should do so in this connection. Communications between the Company and the Firm will become the property of the Securityholders' Representative and the Company Securityholders stockholders following closing and will not be disclosed to Acquiror without the consent of the Securityholders' Representative.

7.14 Attorney-Client Privilege. Notwithstanding the Merger, Acquiror and the Company agree that neither the Company nor Acquiror shall have the right to assert the attorney-client privilege as to pre-closing and post-closing communications between the Company Securityholders or the Company (for the Company, only with respect to pre-Closing communications), on one hand, and its counsel, the Firm, on the other hand, to the extent that the privileged communications relate to this Agreement or any of the ancillary agreements or to the transactions contemplated hereby. The parties agree that only the Company Securityholders shall be entitled to assert or waive such attorney-client privilege in connection with such communications following the Closing. The files generated and maintained by the Firm as a result of the Firm's representation of the Company in connection with this Agreement or any of the ancillary agreements or any of the transactions contemplated hereby shall be and become the exclusive property of the Company Securityholders and shall be segregated from the Firm's files related to all other elements of its representation of the Company prior to the Closing (which shall remain the property of the Company). The attorney-client privilege may be waived on behalf of the Company Securityholders only by the Securityholders' Representative. The foregoing shall not extend to (a) any communication unrelated to this Agreement, any of the ancillary agreements or the transactions contemplated hereby, (b) communications between the Company Securityholders or the Company, on the one hand, and any Person other than the Firm, on the other hand, or (c) any post-Closing communications between the Company and the Firm or any other legal counsel.

[Signature Page Next]

IN WITNESS WHEREOF, Acquiror, Sub and the Company have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

OMEGAX, INC.

By: _____

Name: _____

Title: _____

OMEGAX MERGER SUB, INC.

By: _____

Name: _____

Title: _____

PIVOTAL SYSTEMS CORPORATION

By: _____

Name: _____

Title: _____

APPOINTMENT AND DUTIES
ACCEPTED AND AGREED:

SECURITYHOLDERS' REPRESENTATIVE SOLELY IN ITS CAPACITY AS THE SECURITYHOLDERS' REPRESENTATIVE) WITH RESPECT TO SECTIONS 1.15, 1.16 AND ARTICLE VII HEREOF

ANZU RBI MEZZANINE PREFERRED GP LLC

By: _____

Name: _____