

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holderTo Company Name/Scheme **JCurve Solutions Limited**ACN/ARSN **088 257 729****1. Details of substantial holder (1)**Name **Adam White Riches**

ACN/ARSN (if applicable)

The holder became a substantial holder on **28/07/2025****2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully Paid Ordinary Shares ("Shares")	20,000,000	20,000,000	5.71% (based on 350,343,439 shares on issue post allotment, expected 4 Aug 2025, shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Adam White Riches	Relevant interest arises under section 608(1) (a) of the Corporations Act 2001 (Cth) (Corporations Act) as registered holder of the Shares.	20,000,000 Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Adam White Riches	Adam White Riches	Adam White Riches	20,000,000 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
-----------------------------	---------------------	-------------------	--------------------------------

		Cash	Non-cash	
Adam White Riches	28/07/2025 by way of issue of Shares pursuant to a Subscription Agreement (a copy of which is attached as Annexure A)	\$0.05 per Share / \$1.0m total consideration	N/A	20,000,000 Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

7. Addresses

The addresses of persons named in this form are as follows:

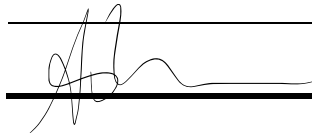
Name	Address
Adam White Riches	10784 Addison Court, Highlands Ranch, CO 80126 USA

Signature

print name Adam White Riches

capacity

sign here



date 28/07/2025

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
 - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
-

Strictly Private & Confidential

July 21, 2025

Urgent - acceptance required by
5:00 pm AEST on July 28, 2025 (Sydney time)

SUBSCRIPTION AGREEMENT

Private Placement of Ordinary Shares and Options of Jcurve Solutions Limited

To the Investor named in the attached Confirmation Letter (“you”)

1. Introduction

Jcurve Solutions Limited, an Australian company (ABN 63 088 257 729, the “Company”) listed on the Australian Securities Exchange (“ASX”), is pleased to invite you to participate in a private placement (the “Placement”) of new fully paid ordinary shares in the Company (the “New Shares”) and unlisted options (the “New Options” and together with the New Shares, the “New Securities”) at an offer price of A\$0.05 per ordinary share (“Offer Price”), to raise A\$1.0 million.

The New Options will:

- be issued for no additional consideration;
- entitle the holder to acquire one ordinary share of the Company at an exercise price of A\$0.075;
- have the terms substantially in the form attached to this Agreement as Annexure A;
- be issued in uncertificated form; and
- expire on July 18, 2026.

The New Shares and the New Options will be issued without shareholder approval under the Company’s available placement capacity under ASX Listing Rule 7.1 and/or Rule 7.1A and will be issued upon payment by you of the subscription amount as set forth in Appendix B.

2. Offer

This letter is an offer to you to subscribe for the New Shares and New Options. You will not be entitled to subscribe for New Options unless you subscribe for New Shares.

Until such time as you have accepted the Offer in accordance with its terms and returned a completed copy of the Confirmation Letter and Registration Form (attached as Annexure B) by 5pm AEST on July 28, 2025 Sydney time, there is no agreement between you and the Company in connection with the Offer.

If you accept this Offer (by signing and returning the Confirmation Letter), you are agreeing to irrevocably subscribe for the number of New Shares (together with a corresponding number of New Options) set out above at the Offer Price and the Company is agreeing to issue those New Shares (and the corresponding number of New Options) to you at the Offer Price in accordance with the timetable below and the terms set out in this agreement.

The proposed timetable for the Offer is set out below:

Event	Date
Acceptance of Offer	July 28, 2025 (5:00pm AEST, Sydney time)
Settlement of the New Shares - cleared funds due	July 31, 2025 (Sydney time)
Allotment date of the New Shares	August 4, 2025 (Sydney time)
Issuance date of the New Options	August 4, 2025 (Sydney time)

The above dates are subject to change and are indicative only. The Company reserves the right to amend the indicative timetable with reasonable notice to you, subject to applicable law and settlement requirements and you are irrevocably bound to subscribe for the number of Shares (together with a corresponding number of New Options) set out in your Confirmation Letter at the Offer Price in accordance with the revised timetable. You may not withdraw your offer to subscribe for those New Securities notwithstanding any such changes to the timetable unless allotment of the New Shares does not take place by August 31, 2025. Unless otherwise indicated, all times in this letter are references to Sydney time.

Upon Settlement of the New Shares by you, you will have the right to nominate a non-executive director (Nominated Director) to the Board of the Company. The appointment of the Nominated Director will:

- (a) be subject to all regulations governing an ASX listed company and the Corporations Law, including obtaining a Directors Identification Number (DIN);
- (b) be appointed under Clause 13.4 "Additional Directors" provision of the Company's Constitution;
- (c) be considered a non-independent director under the ASX Corporate Governance Principles and Recommendations (4th Edition) (CGP&R);
- (d) as required under the Company's Constitution, hold office only until the next following Annual General Meeting and is then eligible for re-election, with election or re-election being an ordinary resolution requiring a 50% majority approval of those voting in person or by proxy at the meeting.

3. Use of Proceeds

The Company intends to use the net proceeds from the Placement in the ordinary course of business.

4. Conditions of the Placement

If the Company does not receive payment in accordance with this Agreement, then the Company may, at its discretion, terminate this Agreement by written notice to you, without prejudice to its other rights and remedies. In the event of the Company's termination of this Agreement with respect to any purchaser, the Company may, but shall not be obliged to, offer the New Securities that are subject to such termination by the Company to any other purchasers to this form of Agreement on the same terms and conditions, provided that: (i) if more than one other purchaser wishes to purchase such New Securities, then the Company shall offer the New Securities to such purchasers on a pro-rata basis on the basis of such purchasers' respective purchase prices and (ii) provided that the timing of any such offer process will be informed by reference to, and must not materially adversely affect, the Company's capacity to complete the Placement in accordance with the ASX Listing Rules.

5. Rights Attaching to the New Securities

Upon their issuance, the New Shares will rank *pari passu* in all respects with the existing ordinary shares in the Company and the New Options will have the terms substantially in the form attached to this Agreement as Annexure A.

6. Offer Personal

The offer of New Securities to you on the terms and conditions set out in this Agreement and the agreement arising from your acceptance of the offer is personal to you and (other than by nominating an associated entity to be the recipient of the New Securities in the Registration Details, in which case any reference to “you” or “your” in this Agreement includes that nominated associated entity) you may not prior to settlement of the Placement assign, transfer, or in any other manner, deal with the New Securities, or your rights or obligations under this Agreement, without the prior written agreement of the Company.

7. Acceptance Binding

You agree to be bound by this Agreement, as evidenced by your execution of the Confirmation Letter, notwithstanding any changes to the anticipated timetable.

8. Restricted Trading of New Securities in the United States

The New Securities have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any state and may not be offered or sold except in transactions exempt from, or not subject to, the registration requirements of the Securities Act and any applicable state securities laws.

The New Securities are “restricted securities” under Rule 144(a)(3) under the Securities Act. If you decide to offer, sell, pledge or otherwise transfer all or any part of the New Shares, the New Options or the ordinary shares underlying the New Options, you acknowledge and agree that they may be offered, sold, pledged or otherwise transferred only:

- (a) to the Company, subject to compliance with applicable laws;
- (b) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act, including ordinary shares in regular brokered transactions on the ASX;
- (c) in accordance with Rule 144A under the Securities Act;
- (d) pursuant to another exemption from registration under the Securities Act and in compliance with any applicable state securities laws of the United States; and
- (e) in the case of proposed transfers under sub-paragraph (d) above, you have furnished to the Company an opinion of counsel of recognized standing or other evidence reasonably satisfactory to the Company to the effect that the proposed transfer may be made without registration under the Securities Act and any applicable state securities laws.

9. Representations, Warranties and Agreements of the Purchaser

By accepting this offer of New Securities, you represent, warrant, undertake and agree for the benefit of the Company that:

- (a) If you are in the United States, you are an “accredited investor” (as defined in Rule 501(a) under the Securities Act) and have completed a certification of your status as an “accredited investor” in the form provided in Annexure C.

- (b) If you are in Australia, you are a “sophisticated investor” or “professional investor” as those terms are defined or used, as the case may be, in sections 708(8) and 708(11) respectively of the Australian Corporations Act 2001 (“Corporations Act”).
- (c) If you are outside Australia and the United States, you are an institutional or professional investor who can subscribe for New Securities under applicable local laws without any prospectus, registration, notification or filing.
- (d) To the extent applicable, you are in compliance with the requirements (subject to any applicable exemptions or modifications) of the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and the Criminal Code Amendment (Bribery of Foreign Public Officials) Act 1999 (Cth) and with the requirements (subject to any applicable exemptions or modifications) of any equivalent laws and regulations (including anti-money laundering and counter-terrorism financing laws and regulations) in the jurisdictions in which you are incorporated or carry on business, in each case, to the extent that those laws and regulations apply to your participation in the Placement.
- (e) To the extent applicable, you are not, and if you are acquiring any New Securities for or on account of one or more persons, you are not acting for, a person that is or is owned or controlled by a person that is, (i) the subject of any sanctions administered or enforced by (A) the U.S. Department of Treasury’s Office of Foreign Assets Control; (B) the UN Security Council; (C) the Australian Government Department of Foreign Affairs and Trade; or (D) any other relevant sanctions authority ((A) to (D) collectively, the “Sanctions”); or (ii) located, organised or resident in a country or territory that is the subject of Sanctions.
- (f) You are not acquiring the New Securities with the purpose of selling or transferring the New Securities, or granting, issuing or transferring interests in them in violation of any applicable securities laws.
- (g) For Australian law purposes, you acknowledge the Company’s statement that it is not issuing the New Securities for the purpose of the investors selling or transferring them, or granting, issuing or transferring interests in, or options or warrants over them and that it is the Company’s preference that investors acquire the New Securities as an investment to be held for at least the medium term (*i.e.* longer than 12 months). Notwithstanding this, the Company confirms that it will lodge a cleansing statement in accordance with Section 708A of the Corporations Act in connection with the issue of the New Shares and, upon exercise of New Options, the underlying ordinary shares, unless (in respect of the New Options and ordinary shares issued on exercise of the New Options) the Company issues a prospectus in accordance with the Corporations Act which provides for the offer and issue of the New Options in which case no cleansing statement is required for the issue of the New Options or subject to compliance with ASIC Corporations (Sale Offers That Do Not Need Disclosure) Instrument 2016/80, upon exercise of New Options, the underlying ordinary shares. You are aware that publicly available information about the Company and its securities can be obtained from the websites of the ASX and the Company.
- (h) You have had access to all information that you believe is necessary or appropriate in connection with your acquisition of the New Securities. You will not hold the Company or any of its affiliates responsible for any misstatements in, or omissions from, any information concerning the Company or securities of the Company other than publicly available information published by the Company and the representations and warranties of the Company contained in this Agreement.
- (i) You have had an opportunity to ask questions of management of the Company and discuss the Company’s business, management and financial affairs with its management. You understand

that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control.

- (j) You are not subscribing for the New Securities as a result of any advertisement, article, notice or other communication, published in any newspaper, magazine or similar media or broadcast over television, radio, or the internet, or presented at any seminar or meeting, or any solicitation of a subscription by a person not previously known to the Subscriber in connection with investments in securities generally.
- (k) You have made and relied upon your own assessment of securities of the Company and have conducted your own investigations with respect to the New Securities including, without limitation, the particular tax consequences of acquiring, owning or disposing of the New Securities in light of your particular situation as well as any consequences arising under the laws of any other taxing jurisdiction.
- (l) You have not relied on any investigation that the Company or any persons acting on its behalf may have conducted with respect to the New Securities. None of such persons has made any representation to you, express or implied, with respect to the New Securities.
- (m) You acknowledge that this Agreement does not constitute a securities recommendation and that the Company has not had regard to your particular objectives, financial situation and needs.
- (n) You acknowledge that an investment in the New Securities involves a degree of risk.
- (o) You have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of a purchase of the New Securities.
- (p) You have the financial ability to bear the economic risk of the investment in the New Securities.
- (q) You acknowledge that no disclosure document has been prepared in connection with the Placement and the issue of the New Securities.
- (r) You are not a related party (as defined in section 228 of the Corporations Act) of the Company, nor will you be treated by ASX as a person to whom ASX Listing Rule 10.11 applies.
- (s) The issue of the New Shares will not result in you (nor any of your "associates", as that term is defined in the Corporations Act) obtaining a relevant interest in more than 20% of the voting securities of the Company in breach of the Australian Corporations Act.
- (t) You agree to accept any New Securities issued to you on the terms set out in this Agreement and subject to the Company's constitution.
- (u) The issue of the New Shares will not result in the Treasurer of the Commonwealth of Australia having the power under the Foreign Acquisition and Takeovers Act 1975 (Cth) to make an order prohibiting the issue of the New Shares.

- (v) You acknowledge that the Company is entitled to, and will, rely upon the truth and accuracy of the foregoing acknowledgments, representations, warranties and agreements.

10. Representations, Warranties and Agreements of the Company

The Company represents, warrants and covenants as follows:

- (a) ***Non-public Material Information.*** As soon as possible following the allocation of New Securities in the Placement, the Company will issue a press release regarding the Placement via an announcement to the ASX. After issuance of such press release, the Company warrants that you will not be in possession of any material non-public information regarding the Company by virtue of the execution of the Confirmation Letter. Further, except with respect to the material terms and conditions of the transactions contemplated by this Agreement, the Company covenants and agrees that neither it, nor any other person acting on its behalf will provide the undersigned or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the undersigned shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that the undersigned shall be relying on the foregoing covenant in effecting transactions in securities of the Company. In addition, effective upon the filing of the press release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company or any of its officers, directors, affiliates, employees or agents, on the one hand, and you or any of your affiliates, on the other hand, shall terminate.
- (b) ***Confidentiality.*** To the extent that the Company, any of its subsidiaries or any of their respective officers, directors, affiliates, employees or agents delivers any material, non-public information to you or any of your affiliates without your consent, the Company agrees that, to the extent permitted by law, you shall not have any duty of confidentiality to the Company, any of its subsidiaries or any of their respective officers, directors, affiliates, employees or agents or any duty not to trade on the basis of such material, non-public information. The Company understands and confirms that the undersigned shall be relying on the foregoing covenant in effecting transactions in securities of the Company.
- (c) ***Cleansing Notice for the New Shares.*** The New Shares will be in a class of securities listed on the ASX. Upon issuing any of the New Shares, the Company will immediately make application to ASX for official quotation of those New Shares and will lodge with ASX such other documents as are required for those shares to be freely tradeable on ASX without restriction (including issuing a cleansing notice in accordance with section 708A(5)(e) of the Corporations Act that complies with the requirements of section 708A(6) of the Corporations Act (“Cleansing Notice”)) within one business day (on which ASX is operating) of being issued. If the Company is unable to issue a Cleansing Notice, it must instead issue and lodge a prospectus in compliance with the requirements of section 708A(11) of the Corporations Act.
- (d) ***Cleansing Notice or Prospectus for the New Options.*** Upon issuance of ordinary shares upon exercise of New Options, the Company will lodge with ASX such other documents as are required for ordinary shares underlying the New Options to be freely tradeable on ASX without restriction (including issuing a cleansing notice in accordance with section 708A(5)(e) of the Corporations Act that complies with the requirements of section 708A(6) of the Corporations Act (“Cleansing Notice”)) unless the Company issues a prospectus in accordance with the Corporations Act which provides for the offer and issue of the New Options and is otherwise in compliance with ASIC Corporations (Sale Offers That Do Not Need Disclosure) Instrument

2016/80, within one business day (on which ASX is operating) of such ordinary shares being issued. If the Company is required to but is unable to issue a Cleansing Notice, it must instead issue and lodge a prospectus in compliance with the requirements of section 708A(11) of the Corporations Act.

- (e) **Hedging and trading activities.** The Company understands and acknowledges that you may engage in hedging and/or trading activities at various times during the period that the New Securities are outstanding to the extent such trading and hedging activities are in compliance with all applicable securities, and such hedging and/or trading activities, if any, can reduce the value of the existing security holders' equity interests in the Company both at and after the time the hedging and/or trading activities are being conducted. The Company acknowledges that, to the extent such hedging and/or trading activities are in compliance with all applicable securities laws, they do not constitute a breach of this Agreement.
- (f) **Disclosure Materials.** Any document that the Company lodges with the ASX in connection with the Placement, when taken together as a whole with other documents that the Company has previously lodged with ASX, will not as of the date of this Agreement or the settlement date for the Placement, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (g) **Organization; Qualification.** The Company is a corporation duly organized, validly existing and, in jurisdictions where such concept is recognized and has all requisite corporate power and authority to own, license, use, lease and operate its assets and properties and to carry on its business as it is now being conducted.
- (h) **Authority.** The Company has all requisite corporate power and authority to execute and deliver this Agreement and to perform and consummate the transactions contemplated by it. This Agreement has been duly executed and delivered by the Company and constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity.
- (i) **Consents and Approvals.**
 - (i) On the basis of the accuracy of the representations and warranties set out in clause 9, the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the actions contemplated by this Agreement do not and will not require any filing or registration with, notification to, or authorization, permit, consent or approval of, or other action by or in respect of, any foreign, domestic, state or local governmental body, self-regulatory organization, court, agency, commission, official or regulatory or other authority other than compliance with the rules and regulations of the ASX other than:
 - (A) the regulatory filings referred to herein and any filings required for the on-sale of the New Options and any ordinary shares issued on exercise of the New Options; and
 - (B) compliance with the rules and regulations of the ASX.

- (ii) The execution, delivery and performance by the Company of this Agreement will not:
 - (A) conflict with or result in any breach of any provision of the Company's constitution; or
 - (B) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, amendment, cancellation or acceleration or the creation or acceleration of any right or obligation under, or result in the creation of any encumbrance upon, any of the properties or assets of the Company under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, loan, credit agreement, lease, license, permit, concession, contract, agreement or other instrument, understanding or obligation, whether written or oral, to which the Company is a party or by which any of its properties or assets may be bound; or
 - (C) violate any judgment, order, writ, preliminary or permanent injunction or decree or any Australian law applicable to the Company, or any of its properties or assets, except in the case of clauses (B) and (C) for violations, breaches, defaults, terminations, amendments, cancellations or accelerations that would not have a material adverse effect on the Company.
- (j) **Disclosure.** As at the date of this Agreement, there has been no material failure by the Company to comply with its periodic disclosure obligations (except as announced to ASX) and continuous disclosure obligations under the ASX Listing Rules and the Corporations Act.

11. Governing Law and Jurisdiction

This Agreement between the Company and you arising out of your acceptance of the terms of the Placement shall be governed by the laws of the State of New South Wales. Both parties agree that all disputes arising hereunder shall be submitted to courts sitting in New South Wales.

12. Entire Agreement

Subject to this paragraph, upon acceptance of the offer by you the terms contained in this Agreement including, without limitation the Confirmation Letter (Annexure B), constitute the entire agreement between the Company and you as to the Placement to the exclusion of all prior representations, understandings and agreements between the Company and you. Any variation of the terms of this Agreement must be in writing signed by the Company and you. However, the foregoing does not affect the enforceability of your commitment not to withdraw or amend your acceptance of the offer of New Securities and to be bound to subscribe for New Securities allocated to you ("Allocated Securities"). You acknowledge that the Company may determine by notice to you the number of Allocated Securities may be less than the number of New Securities applied for in your Confirmation Letter.

13. Notices

Any notice to be given relating to the offer of New Securities or your acceptance of the Placement may be sent by e-mail to the party to whom the notice is sent (as notified to the other party in writing) and will be deemed to have been given upon the successful transmission to the applicable e-mail address so long as an automatically generate message of delivery failure is not received by the sender.

In addition, any notice and service of process shall be deemed to have been duly given upon receipt if personally delivered, sent by overnight courier or mailed:

- (a) if to the Investor, addressed to investor at the address set forth in the attached Confirmation Letter
- (b) if to the Company, addressed to:

Jcurve Solutions Limited
9 Help Street
Chatswood, NSW 2067
Australia
Attn: Chris King, Chief Executive Officer
Email: chris.king@jcurvesolutions.com

A notice given to a person in accordance with this paragraph is treated as having been given and received (a) if personally delivered, on the day of delivery; (b) if sent by international courier, on the fifth business day; (c) if sent by pre-paid mail within Australia, on the fifth business day after posting; and (d) if sent by prepaid airmail to an address outside of Australia or from outside Australia, on the tenth business day (at the address to which it is posted) after posting.

14. Confirmation Letter and Registration Details

In order to confirm your participation in the Placement, you must execute and deliver a fully completed Confirmation Letter (in the form attached in Annexure B), which incorporates by reference the representations, warranties, undertakings and agreements set out in this Agreement. The executed Confirmation Letter is taken to be an application to subscribe (if relevant on behalf of your settlement nominee) for the New Securities.

15. Settlement


You will be required to make full payment for your allocation of the New Shares to:

Bank:	National Australia Bank Limited (NAB)
Branch Name:	Pitt & Bathurst Streets
Branch Address	292 Pitt St, Sydney, NSW, 2000
Account Number:	39-679-0087
Account Name:	Jcurve Solutions Limited
Swift:	NATAAU3303M
Branch Address (Swift):	Floor 16, 395 Bourke Street, Melbourne, Australia
BSB:	082-080
Reference:	Placement – Adam White Riches

Any questions relating to settlement should be directed to David Franks, Company Secretary of the Company, at email David.Franks@automicgroup.com.au or by telephone on +61 414 899 897.

Yours faithfully,

Executed by Jcurve Solutions Limited



Signature of Director

Mark Jobling

Name of director (print)

 28 July 2025

Signature of ~~XXXX~~/company secretary
(Please delete as applicable)

David James Franks

Name of ~~director~~/company secretary (print)

Terms of the New Options

The terms and conditions of the Options are as follows:

1.	Entitlement	Each Option entitles the holder to subscribe for one ordinary share (“Share”) of Jcurve Solutions Limited upon exercise of the Option.
2.	Exercise Price	Subject to paragraph 9, the amount payable upon exercise of each Option will be A\$0.075 (Exercise Price).
3.	Expiry Date	Each Option will expire at 5:00 pm (Sydney time) on July 18, 2026 (Expiry Date). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date
4.	Exercise Period	The Options are exercisable at any time on or prior to the Expiry Date (Exercise Period).
5.	Exercise Notice	The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (Exercise Notice) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
6.	Exercise Date	An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (Exercise Date).
7.	Timing of issue of Shares on exercise	<p>Within ten Business Days after the Exercise Date, the Company will:</p> <ul style="list-style-type: none"> (a) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice and for which cleared funds have been received by the Company; and (b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and <p>If a notice delivered under 7(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.</p>
8.	Shares issued on exercise	Shares issued on exercise of the Options rank equally with the then issued shares of the Company.
9.	Reorganization	If there is a reorganization of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of the holder will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganization of capital at the time of the reorganization.
10.	Participation in new issues	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders

		during the currency of the Options without exercising the Options.
11.	Change in exercise price	An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.
12.	Transferability	<p>The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.</p> <p>The Options may not be exercised by or on behalf of a person in the United States unless the Options and the underlying shares have been registered under the US Securities Act of 1933 and applicable state securities laws, or an exemption from such registration requirement is available.</p>

Contact details for exercise of Options

The share registry details for investors to contact to exercise the Options are as follows:

Automic
 PO Box 5193, Sydney NSW 2001, Australia
 T: 1300 288 664 (within Australia)
 T: +61 2 9698 5414 (international)
 e: hello@automic.com.au

Restriction on sales and transfers under the US Securities Act of 1933

THE OPTIONS AND THE SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF JCURVE SOLUTIONS LIMITED (THE "COMPANY") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT AND LOCAL LAWS, INCLUDING SALES OF SHARES IN ORDINARY TRANSACTIONS ON THE ASX THAT ARE NOT PRE-ARRANGED WITH A PERSON IN THE UNITED STATES; (C) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS; OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT.