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ASX Release | Monday 2 February 2026 | ASX:QOR

TRANSFORMATIONAL COMBINATION OF QORIA AND AURA CREATES A GLOBAL LEADER IN DIGITAL SAFETY PRODUCTS AND SOLUTIONS

Qoria Limited (**Qoria** or **Company**) is pleased to announce it has entered into a binding merger implementation deed (**MID**) with Aura Consolidated Group Inc. (**Aura**) providing for the acquisition of Qoria by Aura through an Australian scheme of arrangement, subject to the satisfaction of conditions (**Scheme**) along with the listing of Aura on the Australian Securities Exchange (**ASX**).

Headquartered in Boston, Massachusetts, Aura is a leading provider of intelligent online safety solutions to individuals and families. Aura's advanced suite of products includes all-in-one protection from identity theft, scams, and online threats, alongside tools that help parents protect children from predators, cyberbullying, and technology-driven mental health risks.

The combination of Aura and Qoria will establish a world-leading safety and online security platform for home, work, and school, unlocking cross-market cross-sell potential and innovation scale. This platform is expected to deliver immediate value via an enhanced product distribution network, an expanded global portfolio, operational synergies, and robust cross-selling opportunities in a vast, growing addressable market.

Upon implementation of the Scheme, Aura will acquire all of the existing shares in Qoria in consideration for shares in common stock of Aura in the form of CHESS Depositary Interests (**CDIs**). In parallel, Aura has received commitments to raise equity capital of US$75 million into Aura after the implementation of the Scheme at a price equivalent to A$0.72 per Qoria share[1], detailed further below (**Equity Placement)** and will apply for admission to the official list of the ASX (collectively, the **Transaction**).

Upon completion of the Transaction, Qoria will become a wholly owned subsidiary of Aura. The newly combined group will then begin trading on the ASX with the ticker symbol AXQ.

Transaction Highlights

- Qoria shareholders are expected to receive 1 Aura CDI for every ~17.2 ordinary shares of Qoria (**Exchange Ratio**), with all of Qoria's issued securities representing in aggregate 35% of the issued securities of Aura (on a fully diluted basis and before the impact of the Equity Placement) (**Consideration Shares**)[2].
- Binding commitments have been received from existing Aura shareholders for an Equity Placement of US$75 million at an expected price of ~A$12.38 per AXQ share[3], which equates to an implied price per Qoria share of A$0.72 and a ~A$3.0 billion pre-money equity value of the combined business[4].

[1] See further information below about how this is calculated and how it might change by the time the transaction completes.
[2] The Exchange Ratio has been calculated assuming ~1,462m fully diluted shares outstanding (**FDSO**) in Qoria and ~158m FDSO in Aura. These amounts include instruments which may convert into ordinary shares (for example, employee options or convertible notes on issue) on an as-converted basis. In the ordinary course, there will be some movement in the number of FDSO in either company before completion of the Transaction. Any movement will result in an adjustment to the Exchange Ratio such that Qoria securityholders in aggregate receive Consideration Shares equal to 35% of the combined business on a fully diluted basis before the Equity Placement. Further information will be provided in the Scheme Booklet issued by Qoria in connection with the Transaction.
[3] AXQ equivalent Capital Raising price calculated as A$0.72 * 17.2. The final AXQ equivalent per share pricing for the Capital Raising will be adjusted based on any changes to the Exchange Ratio.
[4] Pre-money equity value of the combined business calculated as (1,462m / 17.2 / 35%) * A$12.38.

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- Qoria Board unanimously recommends shareholders vote in favour of the Scheme and each director having a relevant interest in Qoria shares (collectively owning ~3.8% of Qoria on a fully diluted basis) intends to vote all those shares in favour of the Scheme, in each case, subject to there being no Superior Proposal (as defined in the MID) emerging and the Independent Expert concluding (and continuing to conclude) in the Independent Expert's Report that the Scheme is in the best interests of Qoria shareholders.
- Unanimous approval from the Aura Board and shareholders, together with strong support from Aura's shareholders in the Equity Placement, underscores confidence in the strength of the combined group.
- Unification of two proven management teams with deep expertise in digital safety, education technology, and global scaling – with Qoria Managing Director Tim Levy to lead the enlarged group – positioning it for accelerated growth and innovation.
- The Transaction is expected to be value accretive to Qoria shareholders.
- The Transaction is subject to a number of conditions, described in more detail below.

Background

About Qoria:

Qoria is an ASX-listed technology company headquartered in Perth, providing online safety, digital wellbeing and cyber security solutions for schools and families. Qoria's platform helps protect children and school services, supports early identification and intervention where students are at risk, and engages communities through education and wellbeing programs. Qoria operates globally, with the majority of its schools' business in the United States and United Kingdom (alongside Australia, New Zealand and international schools), and its consumer offering sold in more than 100 countries.

Qoria provides protection to more than 30 million children daily across its education platform and through its parental control products[5]. As at 31 December 2025, Qoria reported annual recurring revenue (**ARR**) of ~US$100 million (A$149 million).

About Aura:

Established in 2017, Aura is a U.S.-based technology platform offering online safety products that protect consumers – including individuals, families, and employees – against the evolving array of digital threats. Aura's subscription-based solutions provide all-in-one protection from identity theft, scams, and online threats, along with tools that help parents protect children from predators, cyberbullying, and technology-driven mental health risks. Aura leverages its AI engine, Aura Intelligence, to correlate signals across multiple contexts and deliver faster, more proactive protection.

Aura reported ARR of US$216m as at 31 December 2025 and currently serves more than 1 million customers through direct-to-consumer subscriptions and enterprise partnerships. Aura's enterprise revenue is mostly generated through its exclusive distribution arrangement with MetLife, one of the world's largest employee benefits providers, through which Aura is offered to employees as a workplace benefit.

[5] 30m children is the total of the K12 businesses 17m students and Qustodio's 9m accounts, assuming 1.4 children per account.

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Attractive Strategic and Commercial Rationale

The Transaction provides an opportunity to integrate two mission-aligned, digital safety leaders, with complementary products offered across complementary channels, to deliver continuous protection to customers across school, home, and work environments.

The combination will result in a scaled global provider in the fast-growing online security and safety segments that is expected to deliver immediate value through an enhanced product distribution network, an expanded global offering, operational efficiencies, and powerful cross-selling opportunities within a large and expanding addressable market.

The combined business has a proforma ARR at 31 December 2025 of ~US$316 million, is targeting ARR growth of >20% in CY26, and is targeting positive free cash flow[6] in CY26 (from Transaction completion).

For Qoria shareholders, the combination provides access to new channels for business growth and relationships with consumers. For Aura shareholders, the combination provides a diversified international footprint and a unique pathway to support families. Leveraging the Qoria ecosystem, Aura unlocks value by expanding protection to the place where children spend the majority of their time: at school.

"The internet was created to connect us, yet online safety has eroded, making trust paramount for parents, guardians and organisations, in general, for the protection of our activities online. The combination of Aura and Qoria pioneers a lifelong digital safety ecosystem; a new category that meets the urgent need for technology, education, and trust to protect people - confidently and safely, throughout their entire lives." Tim Levy, Managing Director - Qoria Limited.

"Today's announcement marks a definitive step forward in our mission to deliver holistic online safety to everyone. In a world where our digital lives are fragmented across home, school, and work, threats easily exploit the gaps between them. By uniting Aura's AI-powered protection with Qoria's school safety leadership, we unlock a new standard of safety – seamless, continuous protection for every setting and stage of life." Hari Ravichandran, Founder and CEO - Aura.

Board and Management Composition

Aura's board of directors post completion of the Transaction will be a synergistic composition of Aura and Qoria's combined skills, experience and management talent.

On completion of the Transaction, the Board of Aura is proposed to comprise of four (4) Aura nominees - including Hari Ravichandran as Chairman of the Board, Sujay Jaswa, Jeffrey Katzenberg and one other to be added prior to closing - and three (3) Qoria nominees, being Peter Pawlowitsch, Matthew Stepka and Tim Levy as Managing Director.

Scheme Terms

Under the terms of the MID, Qoria securityholders (including both shareholders and holders of any securities convertible into shares) will receive in aggregate 35% of the securities in the combined entity prior to the issue of CDIs in the Equity Placement. Based on the current fully diluted issued share capital of both Qoria and Aura, this is expected to result in an Exchange Ratio whereby Qoria shareholders receive 1 CDIs for every ~17.2 Qoria ordinary shares they hold on the record date[7].

[6] Free cash flow is operating cash flow plus investing cash flow and lease payments, excluding net interest and business restructure costs.

[7] The Exchange Ratio has been calculated assuming ~1,462m FDSO in Qoria and ~158m FDSO in Aura. These amounts include instruments which may convert into ordinary shares (for example, employee options or convertible notes on issue)

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Upon completion of the Transaction, Qoria will become a wholly owned subsidiary of Aura.

The Transaction is subject to a number of conditions precedent as is customary for transactions of this nature, including, among other things:

- Receipt of necessary ASIC and ASX waivers, consents and approvals for the Transaction including ASX agreeing to admit Aura to the official list of ASX.
- Qoria shareholder approval of the Scheme by the requisite majorities.[8]
- An Independent Expert's Report to be prepared for Qoria Shareholders concluding (and continuing to conclude) that the Scheme is in the best interests of Qoria shareholders.
- Court approval of the Scheme in accordance with the Corporations Act.
- Receipt of cleared funds from the Equity Placement.
- Regulatory approvals across relevant jurisdictions including in Spain, the UK and USA.
- Receipt of a draft class ruling from the Australian Tax Office confirming availability of scrip for scrip rollover relief for eligible Qoria shareholders.
- Receipt of required third party consents under relevant Qoria contracts.
- Neither party being affected by a material adverse change or prescribed occurrence and other customary conditions.

The MID is subject to customary reciprocal deal protections, including exclusivity arrangements (no shop, no talk and no due diligence) with customary fiduciary carve-outs. The MID also includes provisions governing competing proposals (including notification and matching requirements) and sets out circumstances in which a reimbursement fee of A$10 million may be payable to Aura or a reverse reimbursement fee of A$10 million may be payable to Qoria.

A copy of the MID, which sets out the terms and conditions of the Scheme and associated matters, is annexed to this announcement in Annexure B.

Equity Placement

As part of the Transaction, Aura will undertake the Equity Placement, to support the combined group's balance sheet and fund transaction costs.

Aura has received binding commitments from existing shareholders for US$75 million to be raised at implementation of the Scheme, with participants including Aura CEO Hari Ravichandran, WndrCo Holdings LLC, Accel Growth Fund and General Catalyst Group.

The Equity Placement has an expected price of ~A$12.38 per AXQ share[9], which equates to an implied price per Qoria share of A$0.72 and a ~A$3.0 billion pre-money equity value of the combined business[10].

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on an as-converted basis. In the ordinary course, there will be some movement in the number of FDSO in either company before completion of the Transaction. Any movement will result in an adjustment to the Exchange Ratio such that Qoria securityholders in aggregate receive securities in Aura equal to 35% of the combined business on a fully diluted basis before the Equity Placement. Further information will be provided in the Scheme Booklet issued by Qoria in connection with the Transaction.

[8] At least 75% of the votes cast and a majority in the number of Qoria shareholders voting on the resolution (in person or by proxy).

[9] AXQ equivalent Capital Raising price calculated as A$0.72 * 17.2. The final AXQ equivalent per share pricing for the Capital Raising will be adjusted based on any changes to the Exchange Ratio.

[10] Pre-money equity value of the combined business calculated as (1,462m / 17.2 / 35%) * A$12.38.

The Transaction structure provides the opportunity for additional funding to be raised from existing and new investors at the same price as the Equity Placement. Details of any upsized Equity Placement will be provided in the Scheme Booklet issued by Qoria in connection with the Transaction.

Aura will apply for admission to the official list of ASX and quotation of its CDIs in connection with the Transaction. Aura intends to issue an Australian prospectus under the Corporations Act as part of this process and in connection with the Equity Placement.

Independent Expert

The Board has appointed Grant Thornton as an independent expert to assess if the Scheme is in the best interest of Qoria's shareholders (**Independent Expert**). A report prepared by the Independent Expert will form part of the Scheme Booklet, which will contain detailed information regarding the Scheme and will be dispatched to Qoria shareholders in due course. Qoria shareholders should read the Scheme Booklet carefully, and in its entirety, once available.

Qoria Board Recommendation

The Scheme is unanimously recommended by the Board of Directors of Qoria, and each Qoria Director intends to vote all Qoria shares that they hold or control, in favour of the Scheme, in each case, subject to there being no Superior Proposal (as defined in the MID) emerging and the Independent Expert concluding (and continuing to conclude) in the Independent Expert's Report that the Scheme is in the best interests of Qoria shareholders.

Aura Shareholder Support and Lock-Up Securities

Aura's shareholders have expressed strong support for the Transaction, including through their commitments to participate in the Equity Placement. The Transaction has received unanimous approval from the Aura Board and its shareholders.

Hari Ravichandran and WndrCo, representing ~25% of proforma securities on issue in the combined group, have entered into a lock-up agreement under which they agree not to dispose of any securities held by them in Aura until the close of trading on the ASX on the date Aura publishes its financial results for the financial year ending 31 December 2026 (**Lock-Up Securities**). The agreement contains exceptions to dealing in Lock-Up Securities before the lock-up ends, including estate-related transfers, transfers to immediate family or related entities; approved pledges in bona fide financing transactions; and transactions approved by Aura's board, including qualifying change-of-control transactions or pro rata buy-backs. Permitted transferees must generally agree to be bound by the same lock-up terms.

Indicative Timetable

An indicative timetable for the Transaction is attached at **Annexure A**.

Advisers

Qoria has appointed Azure Capital and Stifel as its joint financial advisers, Thomson Geer as its Australian legal adviser, Gibson Dunn as its US legal adviser, and Unified Capital Partners and Cannacord Genuity as its capital markets advisers.

Aura has appointed Jefferies LLC as its financial adviser, Herbert Smith Freehills Kramer as its Australian legal adviser and Latham & Watkins LLP as its US legal adviser.

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Conference Call and Webcast

Qoria will host an investor webinar jointly with Aura at 8.30am AEDT on Tuesday 3 February 2026 to discuss this announcement.

Please access the meeting for the investor webinar at the link below at the start of the webinar. No action is required prior to register your interest:

https://meet.google.com/igz-ddmd-rnx
Or dial: (AU) +61 2 9051 6820
PIN: 149 307 574#

An archive of the webinar will be available on Qoria's website after the call.

This announcement is authorised by the board of directors of Qoria.

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No offer or investment advice

This announcement does not constitute in any way an offer or invitation for securities in Qoria or Aura pursuant to the *Corporations Act 2001* (Cth) or any other law and has not been lodged with the Australian Securities and Investment Commission or any foreign regulator. The information contained in this announcement is for informational purposes only and is not investment or financial product advice and is not intended to be used as the basis for making an investment decision. This announcement has been prepared without taking into account the investment objectives, financial situation or particular needs of any particular person.

No representation or warranty, express or implied, is made as to the fairness, accuracy, completeness or correctness of the information, opinions and conclusions contained in this announcement. To the maximum extent permitted by law none of Qoria, Aura, their respective directors, employees or agents nor any other person accepts any liability including without limitation, any liability arising out of fault of negligence, for any loss arising from the information contained in this announcement. In particular, no representation or warranty, express or implied is given as to the accuracy, completeness or correctness, likelihood of achievement or reasonableness of any forecasts, prospects or returns contained in this document nor is any obligation assumed to update such information. Such forecasts, prospects or returns are by their nature subject to significant uncertainties and contingencies. Before making an investment decision, you should consider, with or without the assistance of a financial adviser, whether an investment is appropriate in light of your particular investment needs, objectives and financial circumstances.

Forward-looking statements

This document contains "forward-looking information" and "forward-looking statements" regarding several matters, including, without limitation, the potential filing of a registration statement on Form S-1, the completion of the Transaction, the possible or assumed future performance or potential growth of Qoria or Aura, whether as separate companies or with Qoria as Aura's wholly owned subsidiary following completion. The "forward-looking information" and "forward-looking statements" will also include details regarding prospective industry growth or other trend projections, which are based on the assumptions, estimates, analysis and opinions of management made in light of its experience and its perception of trends, current conditions and expected developments, as well as other factors that management of Qoria believes to be relevant and reasonable in the circumstances at the date that such statements are made, but which may prove to be incorrect. Forward-looking statements that are predictive in nature, depend upon or refer to future events or conditions, or include words such as 'expects', 'anticipates', 'plans', 'believes', 'estimates', 'seeks', 'intends', 'targets', 'projects,' 'forecasts', or negative versions thereof and other similar expressions, or future or conditional verbs such as 'may', 'will', 'should', 'would' and 'could'. Although management believes that the assumptions made by Qoria and the expectations represented by such information are reasonable, there can be no assurance that the forward-looking information will provide to be accurate. Forward-looking information involves known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Qoria or Aura, whether as separate companies or with Qoria as Aura's wholly owned subsidiary following completion, to be materially different from any anticipated future results, performance or achievements or expressed or implied by such forward-looking information. Important risk factors that may cause such a difference include, but are not limited to: (i) the inability to complete the Transaction due to the failure to obtain approval of the shareholders of Qoria or other regulatory approvals, to complete the Transaction or to satisfy other conditions to closing; (ii) changes to the proposed structure of the Transaction that may be required as a result of applicable laws or regulations or as a condition to obtaining regulatory approval of the Transaction; (iii) the nature of the merger

consideration in the form of Aura CDIs; (iv) the inability to meet stock exchange listing standards following the consummation of the Transaction; (v) integration risk; (vi) the inability to recognise the anticipated benefits of the Transaction, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, maintain key relationships and retain its management and key employees; (vii) costs related to the; (viii) changes in applicable laws or regulations; (ix) the possibility that Qoria, Aura or the combined company may be adversely affected by other economic, business, and/or competitive factors; and (x) other risks and uncertainties. There may be additional risks, uncertainties and factors that we do not currently view as material or that are not necessarily known.

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This announcement may not be distributed or released in the United States or to any person acting for the account or benefit of a person in the United States. This announcement and the information contained herein does not constitute an offer to sell, or the solicitation of an offer to buy, any securities in the United States or any other jurisdiction in which such offer would be illegal. The securities referred to in this announcement have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (**Securities Act**) or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold, directly or indirectly, in the United States or to any person acting for the account or benefit of any person in the United States unless the securities have been registered under the Securities Act (which Qoria has no obligation to do or procure) or are offered or sold pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable securities laws of any state or other jurisdiction of the United States.

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Annexure A – Indicative Timetable and Next Steps

Qoria shareholders are not required to take any action at this point in time.

A Scheme Booklet containing, among other things, more detailed information relating to the Scheme, reasons for the director's recommendation, information of the Scheme Meeting and the Independent Expert's Report is expected to be mailed out to Qoria shareholders in early May 2026.

The Scheme will be subject to a number of conditions, including the approval of Qoria's shareholders at a Scheme Meeting which is expected to be held in early June 2026.

Subject to the conditions of the Scheme being satisfied, the Scheme is expected to be implemented in late June 2026. The following is an indicative timetable of the Scheme, which is subject to change:

Event	Indicative date
First court hearing at which the Court hears Qoria's application for orders convening the Scheme Meeting	Late April 2026
Despatch of Scheme Booklet	Early May 2026
Scheme Meeting	Early June 2026
Second court hearing for approval of the Scheme	Early June 2026
Scheme effective date: • The date on which the Scheme becomes effective; • Lodgement by Qoria of the Scheme court orders with ASIC and lodgement of announcement to ASX; and • Last day of trading in Qoria shares on the ASX.	Early June 2026
Anticipated commencement of trading of Aura CDIs[11] on the ASX on a conditional and deferred settlement basis	Mid June 2026
Scheme record date: Time and date for determining entitlements to the Scheme consideration	Mid June 2026
Scheme implementation date, being the date on which the Scheme is implemented, completion of the Equity Placement occurs and Aura CDIs are issued Conditional and deferred settlement trading of Aura CDIs on the ASX is anticipated to end at market close on this date	Late June 2026
Commencement of trading of Aura CDIs on the ASX on a normal (T+2) settlement basis	Late June 2026
All times and dates in the above timetable are references to the time and date in Perth, Australia. All dates are indicative only and subject to change without notice. The actual timetable will depend on many factors outside the control of Qoria and Auria including, amongst other things, Court availability and all necessary approvals from the Court, ASIC, ASX and other relevant government agencies being received, including all requisite merger clearance and other approvals, and any other conditions to the Scheme having been satisfied or if applicable, waived. Any changes to the above timetable will be announced on the ASX website at www.asx.com.au and notified on Qoria's website at https://qoria.com/.	

[11] The Consideration Shares to be issued to Qoria shareholders in exchange for their Qoria shares in accordance with the Scheme, the CDIs to be issued to the participating investors under the Equity Placement and the CDIs to be held by existing Aura shareholders on completion of the Transaction.

Annexure B – Merger Implementation Deed

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Deed

Merger Implementation Deed

Aura Consolidated Group, Inc.

Qoria Limited (ACN 167 509 177)

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HERBERT SMITH FREEHILLS KRAMER

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Signing page

Attachment 1

Scheme of arrangement

Attachment 2

Deed poll

Attachment 3

Conditions Precedent certificate

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Merger Implementation Deed

Date ▸ 2 February 2026

Between the parties

Aura	**Aura Consolidated Group, Inc.** (2410369) of 1209 N Orange Street Wilmington, DE 19801-1120, United States of America
Qoria	**Qoria Limited** (ACN 167 509 177) of Level 3, 45 St Georges Terrace, Perth WA, Australia, 6000

Recitals

1 The parties have agreed that, subject to the terms and conditions of this deed, Aura will acquire all of the ordinary shares in Qoria by means of a scheme of arrangement under Part 5.1 of the Corporations Act between Qoria and the Scheme Shareholders. In consideration, Aura will issue the Scheme Consideration to the Scheme Shareholders.

2 Aura will also undertake the Capital Raise and will apply for admission to the official list of the ASX and quotation of the Aura Quotation Securities on the ASX on the terms and conditions of this deed.

3 The parties have agreed to implement the Transaction on the terms and conditions of this deed.

This deed witnesses as follows:

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1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out in Schedule 2.

1.2 Interpretation

Schedule 2 contains interpretation rules for this deed.

1.3 Deed components

This deed includes any schedule.

2 Agreement to proceed with the Transaction

2.1 Proposal and implementation of the Scheme

(a) Qoria agrees to propose the Scheme on and subject to the terms and conditions of this deed.

(b) Aura agrees to assist Qoria to propose the Scheme on and subject to the terms and conditions of this deed.

(c) Each of Qoria and Aura agree to implement the Scheme on and subject to the terms and conditions of this deed.

(d) The Board of Directors of Aura has (collectively, the **Aura Board Approval**):

(1) approved and adopted this deed, the Scheme and the other transactions contemplated hereby subject to the terms and conditions hereto, including:

(A) the issuance of Aura Shares comprising the Scheme Consideration pursuant to the Scheme as contemplated by this deed (the **Share Issuance**); and

(B) the Charter Amendment,

in each case in accordance with the General Corporation Law of the State of Delaware (the **DGCL**), as applicable.

(e) Subsequent to the Aura Board Approval, but substantially concurrently with the execution and delivery of this deed, the requisite Aura Stockholders have executed and delivered the Aura Stockholder Consent, which consent contains the Aura Stockholder Approval and which consent will become effective by its terms immediately following the execution and delivery of this deed by the parties hereto (and, for the avoidance of doubt, subject to and conditioned upon the execution and delivery of this deed by the parties hereto).

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3 Conditions Precedent and pre-implementation steps

3.1 Conditions Precedent

Subject to this clause 3, the Scheme will not become Effective, and the respective obligations of the parties in relation to the implementation of the Scheme are not binding, until each of the following Conditions Precedent is satisfied or waived to the extent and in the manner set out in this clause 3.

(a) **Regulatory Approvals**: before 8.00am on the Second Court Date:

(1) **Spanish FDI:** Aura has received either:

(A) the express authorisation of the Transaction (either on an unconditional basis or subject only to one or more conditions acceptable to Qoria and Aura (each acting reasonably)) by the Spanish FDI Authority pursuant to the Spanish Royal Decree 571/2023 of 4 July 2023 (*Real Decreto sobre Inversiones Exteriores*) and Law 19/2003 of 4 July 2003 (*Ley sobre régimen jurídico de los movimientos de capitales y de las transacciones económicas con el exterior y sobre determinadas medidas de prevención del blanqueo de capitales*), and, if required pursuant to any changes to the current regulations, introduction of new foreign investment regimes or changes in the activities of Qustodio, by any other competent authority; or

(B) a resolution issued by the Spanish FDI Authority stating that the Transaction does not fall under Spanish Royal Decree 571/2023, of 4 July 2023 and Law 19/2003 of 4 July 2003;

(2) **UK NSI Act:** submission of an NSI Notification to the Investment Security Unit, and the Secretary of State either:

(A) informing Aura that no Call-in Notice will be issued and no further action will be taken under the NSI Act in relation to the Transaction;

(B) issuing a Final Notification before the end of the Assessment Period that no further action in relation to the Call-in Notice is to be taken under the NSI Act; or

(C) making a Final Order before the end of the Assessment Period approving the Transaction on terms which are satisfactory to Aura and Qoria (each acting reasonably), provided that none of the conditions and remedies imposed by the Final Order would prevent implementation of the Transaction in accordance with the terms of this deed;

(3) **ASIC and ASX**: ASIC and ASX:

(A) issue or provide all relief, waivers, confirmations, exemptions, consents or approvals; and

(B) do all other acts, necessary, or which Qoria and Aura agree (each acting reasonably) are desirable, to implement the Scheme and to admit Aura to the official list of ASX,

on an unconditional basis (or on such conditions as are acceptable to the Qoria and Aura (each acting reasonably)), and such relief, waivers, confirmations, exemptions, consents, approvals or other acts

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(as the case may be) remain in full force and effect in all respects and have not been withdrawn, revoked, suspended, restricted or amended (or become subject to any notice, or indication of intention, to do any such thing);

(4) **HSR:** all applicable waiting periods (including any extensions of those waiting periods) under the HSR Act, as well as any agreement not to close embodied in a "timing agreement" between the parties hereto and any Government Agency, have expired, lapsed or been terminated in respect of the Transaction; and

(5) **other**: any other approvals, consents, waivers, exemptions or declarations agreed in writing between the parties (each acting reasonably) that are required by law, or by any Government Agency, to implement the Scheme and to admit Aura to the official list of ASX, are granted, given, made or obtained on an unconditional basis (or on such conditions as are acceptable to Qoria and Aura (each acting reasonably)) and remain in full force and effect in all respects, and have not been withdrawn, revoked, suspended, restricted or amended (or become subject to any notice, or indication of intention, to do any such thing).

(b) **Restraints**: between (and including) the date of this deed and 8.00am on the Second Court Date:

(1) there is not in effect any temporary, preliminary or final order, injunction, decision or decree issued by any court of competent jurisdiction or other Government Agency, or other material legal restraint or prohibition;

(2) no action or investigation is announced, commenced or threatened by any Government Agency; and

(3) no application is made to any Government Agency,

in consequence of, or in connection with, the Scheme which:

(4) restrains, prohibits or otherwise materially adversely affects (or could reasonably be expected to restrain, prohibit or otherwise materially adversely affect) the Scheme, completion of the Transaction, completion of the Capital Raise, the admission of Aura to the official list of ASX or the rights of Aura in respect of Qoria or the Qoria Shares to be acquired under the Scheme; or

(5) requires the divestiture of any material assets of the Aura Group or the Qoria Group,

unless such order, injunction decision, decree, action, investigation or application has been disposed of to the satisfaction of Aura and Qoria (each acting reasonably and in good faith), or is otherwise no longer effective or enforceable, by 8.00am on the Second Court Date.

(c) **Qoria Shareholder approval**: Qoria Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities under subparagraph 411(4)(a)(ii) of the Corporations Act.

(d) **Independent Expert**: the Independent Expert:

(1) issues an Independent Expert's Report which concludes that the Scheme is in the best interests of Qoria Shareholders before the time the Scheme Booklet is registered by ASIC; and

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(2) does not change that conclusion or withdraw its Independent Expert's Report before 8.00am on the Second Court Date.

(e) **Court approval**: the Court approves the Scheme in accordance with paragraph 411(4)(b) of the Corporations Act and notes that Aura and Qoria intend to rely on the Court's approval of the Scheme for the purposes of qualifying for an exemption from the registration requirements of the US Securities Act.

(f) **No Qoria Prescribed Occurrence**: no Qoria Prescribed Occurrence occurs between (and including) the date of this deed and 8.00am on the Second Court Date.

(g) **No Aura Prescribed Occurrence**: no Aura Prescribed Occurrence occurs between (and including) the date of this deed and 8.00am on the Second Court Date.

(h) **No Qoria Regulated Event**: no Qoria Regulated Event occurs between (and including) the date of this deed and 8.00am on the Second Court Date.

(i) **No Aura Regulated Event**: no Aura Regulated Event occurs between (and including) the date of this deed and 8.00am on the Second Court Date.

(j) **No Qoria Material Adverse Change**: no Qoria Material Adverse Change occurs between (and including) the date of this deed and 8.00am on the Second Court Date.

(k) **No Aura Material Adverse Change**: no Aura Material Adverse Change occurs between (and including) the date of this deed and 8.00am on the Second Court Date.

(l) **Qoria convertible securities:** Qoria has taken all necessary steps by 8:00am on the Second Court Date to ensure that, before the Scheme Record Date, all Qoria Equity Incentives are dealt with as agreed by Qoria and Aura in the manner contemplated in clause 5.5.

(m) **Aura Preferred Shares:** all Aura Preferred Shares convert to Aura Shares immediately prior to the filing and effectiveness of the Charter Amendment (the **Mandatory Conversion Time**), which Charter Amendment will become effective immediately prior to implementation of the Scheme.

(n) **Aura Admission**: Aura is approved for admission to the official list of ASX on terms and conditions acceptable to Qoria and Aura (each acting reasonably) before 8.00am on the Second Court Date.

(o) **Aura Quotation Securities**: the Aura Quotation Securities are approved for official quotation on the official list of the ASX on terms acceptable to Qoria and Aura (each acting reasonably) by 8.00am on the Second Court Date (provided that any such approval may be subject to conditions acceptable to the Qoria and Aura (each acting reasonably)) and that approval remains in full force and effect in all respects (subject to those conditions), and has not been withdrawn, revoked, suspended, restricted or amended (or become subject to any notice, or indication of intention, to do any such thing) before 8.00am on the Second Court Date.

(p) **Capital Raise:** by 8.00am on the Second Court Date, Aura has received the entirety of the application monies of an amount equal to or greater than US$75 million in cleared funds under the Capital Raise, to hold in escrow.

(q) **Securities Act Exemption:** the New Aura Shares to be issued to CDN in connection with the New Aura CDIs pursuant to the Scheme shall be exempt from the registration requirements of the US Securities Act pursuant to section 3(a)(10) thereof.

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(r) **Qoria Audited Financials:** by 8.00am on the Second Court Date, Qoria has delivered Qoria's financial statements for fiscal years ended 30 June 2024 and 30 June 2025 prepared in accordance with IFRS as issued by the International Accounting Standards Board and audited in accordance with US GAAS.

(s) **Aura Charter Amendment**: Aura has taken all necessary corporate action in accordance with all applicable laws and its organizational documents to make effective, immediately following the Mandatory Conversion Time and immediately prior to the implementation of the Scheme, the Charter Amendment with the Secretary of State of the State of Delaware.

(t) **Rollover relief:** before 8.00am on the Second Court Date, Qoria has obtained a draft class ruling from the Australian Tax Office (in a form and substance satisfactory to Qoria (acting reasonably)) confirming that scrip-for-scrip rollover relief under subdivision 124-M of the Tax Act will be available for eligible Qoria Shareholders upon implementation of the Scheme and in relation to the New Aura CDIs and New Aura Shares.

(u) **Qoria Consent Contracts:** before 8.00am on the Second Court Date, Qoria has obtained from each Consent Party in respect of a Consent Contract all necessary or desirable consents, waivers or similar reasonably required by Aura in accordance with the Disclosure Letter.

3.2 Satisfaction of Conditions Precedent

(a) Qoria must, to the extent it is within its power to do so, use all reasonable endeavours to procure that each of the Conditions Precedent in clauses 3.1(c) (*Qoria shareholder approval),* 3.1(d) *(Independent Expert*), 3.1(e) (*Court approval),* 3.1(f) (*No Qoria Prescribed Occurrence)*, 3.1(h) (*No Qoria Regulated Event*), 3.1(j) (*No Qoria Material Adverse Change*), 3.1(r) (*Qoria Audited Financials*), 3.1(t) (*Rollover Relief*) and 3.1(u) (*Qoria Consent Contracts*) is satisfied as soon as practicable after the date of this deed and (to the extent applicable) continues to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied.

(b) Aura must, to the extent it is within its power to do so, use all reasonable endeavours to procure that each of the Conditions Precedent in clauses 3.1(g) (*No Aura Prescribed Occurrence)*, 3.1(i) (*No Aura Regulated Event*) and 3.1(k) (*No Aura Material Adverse Change*), 3.1(m) (*Aura Preferred Shares)* and 3.1(s) (*Aura Charter Amendment*) is satisfied as soon as practicable after the date of this deed and (to the extent applicable) continues to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied.

(c) Each party must, to the extent it is within its respective power to do so, use all reasonable endeavours to procure that:

(1) each of the Conditions Precedent in clauses 3.1(a) (*Regulatory Approvals)*, 3.1(b) (*Restraints*), 3.1(l) (*Qoria convertible securities*), 3.1(n) (*Aura Admission*), 3.1(o) (*Aura Quotation Securities*), 3.1(p) (*Capital Raise*) and 3.1(q) *(Securities Act Exemption)* are satisfied as soon as practicable after the date of this deed and (to the extent applicable) continues to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied; and

(2) there is no occurrence within its control or the control of any of its Subsidiaries that would prevent any of the Conditions Precedent in clauses 3.1(a) (*Regulatory Approvals)*, 3.1(b) (*Restraints*), 3.1(l) (*Qoria convertible securities*), 3.1(n) (*Aura Admission*), 3.1(o) (*Aura*

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Quotation Securities), 3.1(p) (*Capital Raise*) and 3.1(q) *(Securities Act Exemption)* being or remaining satisfied.

(d) For the avoidance of doubt, clause 3.2(c) does not require Aura to agree to, or enter into, any arrangement, agreement or understanding that would increase the Scheme Consideration that Aura is required to issue under this deed in order to satisfy Aura's obligation as it relates to clause 3.1(l) (*Qoria convertible securities*).

(e) For the avoidance of doubt, a party will not be in breach of its obligations under this clause 3.2 to the extent that it takes an action or omits to take an action permitted, contemplated or required by this deed, the Scheme or the Deed Poll (such as in response to a Competing Proposal as permitted or contemplated by clause 13) or where taking (or omitting to take) such action has been consented to in writing by the other party prior to such action being taken or not taken.

(f) In respect of the Conditions Precedent in:

(1) clause 3.1(f) (*No Qoria Prescribed Occurrence)*, 3.1(h) (*No Qoria Regulated Event*) or 3.1(j) (*No Qoria Material Adverse Change*), if the relevant matter giving rise to the Qoria Prescribed Occurrence, Qoria Regulated Event or Qoria Material Adverse Change is remediable, and has been remedied by Qoria to the satisfaction of Aura (acting reasonably) by the earlier of:

(A) 5.00pm on the Business Day prior to the Second Court Date; and

(B) 5 Business Days after the date on which the notice under clause 3.5(b) is given, or 10 Business Days after the date on which the notice under clause 3.5(b) is given if, within that initial 5 Business Day period, Qoria is remedying the relevant matter in good faith and, acting reasonably, notifies Aura that it requires up to a further 5 Business Days; or

(2) clause 3.1(g) (*No Aura Prescribed Occurrence)*, 3.1(i) (*No Aura Regulated Event*) or 3.1(k) (*No Aura Material Adverse Change*), if the relevant matter giving rise to the Aura Prescribed Occurrence, Aura Regulated Event or Aura Material Adverse Change is remediable, and has been remedied by Aura to the satisfaction of Qoria (acting reasonably) by the earlier of:

(A) 5.00pm on the Business Day prior to the Second Court Date; and

(B) 5 Business Days after the date on which the notice under clause 3.5(b) is given, or 10 Business Days after the date on which the notice under clause 3.5(b) is given if, within that initial 5 Business Day period, Aura is remedying the relevant matter in good faith and, acting reasonably, notifies Qoria that it requires up to a further 5 Business Days,

the relevant Condition Precedent will not be taken to have been breached or not satisfied in respect of that matter.

(g) Without limiting this clause 3.2 and except to the extent prohibited by a Government Agency, each party must:

(1) promptly agree with the other party the form (including the provision of initial drafts and in relation to the final draft) of each application for a Regulatory Approval;

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(2) promptly apply for all relevant Regulatory Approvals (as applicable) and provide to the other party a copy of all those applications;

(3) file, or cause to be filed, all notifications and information required to be filed or supplied pursuant to the HSR Act within 20 Business Days following the date of this deed;

(4) submit an NSI Notification, for the purpose of satisfying the Condition Precedent in clause 3.1(a)(2), no later than 20 Business Days following the date of this deed;

(5) submit an application with the Spanish FDI Authority, for the purpose of satisfying the Condition Precedent in clause 3.1(a)(1), no later than 15 Business Days following the date of this deed;

(6) pay for 50% of the filing fees required in connection with any HSR Act filings submitted by Qoria and Aura in connection with the Scheme;

(7) take all steps it is responsible for as part of the Regulatory Approval process, including responding to requests for information from the relevant Government Agencies and use reasonable endeavours to procure that its Subsidiaries (and, if necessary, their shareholders, officers and employees) will provide such information to the relevant Government Agencies as may be required or requested at the earliest practicable time;

(8) keep the other party reasonably informed of progress in relation to each Regulatory Approval (including in relation to any material matters raised by, or conditions or other arrangements proposed by, or to, any Government Agency in relation to a Regulatory Approval) and provide the other party with all information reasonably requested in connection with the applications for, or progress of, the Regulatory Approvals;

(9) to the extent reasonably practicable, consult with the other party in advance in relation to the progress of obtaining, and all material communications with Government Agencies regarding any of, the Regulatory Approvals; and

(10) provide the other party with all assistance and information that it reasonably requests in connection with an application for a Regulatory Approval to be lodged by that other party,

provided that:

(11) a party may withhold or redact information or documents from the other party if and to the extent that they are either confidential to a third party or commercially sensitive and confidential to the applicant or subject to legal professional privilege in favour of that party;

(12) neither party is required to disclose materially commercially sensitive information to the other party; and

(13) the party applying for a Regulatory Approval is not prevented from taking any step (including communicating with a Government Agency) in respect of a Regulatory Approval if the other party has not promptly responded under clause 3.2(g)(9).

(h) Further, and for the avoidance of doubt, without the written consent of the other party, neither party will extend any waiting period under the HSR Act (by pull and refile, or otherwise) or enter into any agreement with the U.S. Federal Trade Commission, the Antitrust Division of the U.S. Department of Justice or

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any other Governmental Agency in respect of a requisite regulatory approval not to consummate the transactions contemplated by this deed.

3.3 Waiver of Conditions Precedent

(a) The Conditions Precedent in clauses 3.1(c) (*Qoria Shareholder approval*) and 3.1(e) (*Court approval*) cannot be waived.

(b) The Conditions Precedent in clauses 3.1(a) (*Regulatory Approvals)*, 3.1(b) (*Restraints*), 3.1(l) (*Qoria convertible securities),* 3.1(m) (*Aura Preferred Shares*), 3.1(n) (*Aura Admission*), 3.1(o) (*Aura Quotation Securities*), 3.1(p) (*Capital Raise*), 3.1(q) (*Securities Act Exemption*), 3.1(r) (*Qoria Audited Financials*), 3.1(s) (*Aura Charter Amendment*) and 3.1(u) (*Qoria Consent Contracts*) are for the benefit of both parties and may only be waived by written agreement between Aura and Qoria (in each case in their respective absolute discretion).

(c) The Conditions Precedent in clauses 3.1(f) (*No Qoria Prescribed Occurrence)*, 3.1(h) (*No Qoria Regulated Event*) and 3.1(j) (*No Qoria Material Adverse Change*) are for the sole benefit of Aura and may only be waived by Aura (in its absolute discretion) in writing.

(d) The Conditions Precedent in clauses 3.1(d) (*Independent Expert*), 3.1(g) (*No Aura Prescribed Occurrence)*, 3.1(i) (*No Aura Regulated Event*), 3.1(k) (*No Aura Material Adverse Change*) and 3.1(t) (*Rollover relief*) are for the sole benefit of Qoria and may only be waived by Qoria (in its absolute discretion) in writing.

(e) Subject to clause 14, if a party waives the breach or non-satisfaction of any of the Conditions Precedent in clause 3.1, that waiver does not prevent that party from suing the other party for any breach of this deed that resulted in the breach or non-satisfaction of the relevant Condition Precedent.

(f) Waiver of a breach or non-satisfaction in respect of one Condition Precedent does not constitute:

(1) a waiver of breach or non-satisfaction of any other Condition Precedent resulting from the same event; or

(2) a waiver of breach or non-satisfaction of that Condition Precedent resulting from any other event.

3.4 Termination on failure of Condition Precedent

(a) If there is an act, a failure to act, an event or an occurrence that would, does, or will prevent any of the Conditions Precedent being satisfied (including, for the avoidance of doubt, if Qoria Shareholders do not agree to the Scheme at the Scheme Meeting by the requisite majorities), or if any of the Conditions Precedent will not otherwise be satisfied, by the earlier of:

(1) the time and date specified in this deed for the satisfaction of that Condition Precedent; and

(2) the End Date,

or such Condition Precedent is otherwise not satisfied by the earlier of that specified time and date or the End Date (as applicable) or it becomes objectively more likely than not that the Scheme will not become Effective on or before the End Date, then either party may give the other party written notice (**Consultation Notice**) and the parties must consult in good faith to:

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(3) consider and, if agreed by the parties (in each case in their respective absolute discretion), determine, whether the Transaction and the Aura Listing may proceed by way of alternative means or methods**;**

(4) consider changing and, if agreed by the parties (in each case in their respective absolute discretion), change, the date of the application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed to in writing by each of Aura and Qoria (being a date no later than 5 Business Days before the End Date), if there is a reasonable prospect that the Condition Precedent will be satisfied before the End Date; or

(5) consider extending and, if agreed by the parties (in each case in their respective absolute discretion), extend, the time and date specified in this deed for the satisfaction of that Condition Precedent or End Date (as applicable),

respectively.

(b) Subject to clauses 3.4(c) and 3.4(d), if the parties are unable to reach agreement under clause 3.4(a) by the earliest of:

(1) 5 Business Days after the date on which the Consultation Notice is given;

(2) 5 Business Days after the time and date specified in this deed for the satisfaction of the relevant Condition Precedent; or

(3) the End Date,

then, unless:

(4) the relevant Condition Precedent has been waived in accordance with clause 3.3; or

(5) the party or parties entitled to waive the relevant Condition Precedent in accordance with clause 3.3 (or in the case of conditions not able to be waived, each of Aura and Qoria) confirm(s) (in each case in their respective absolute discretion) in writing to the other party that it will not rely on the event or occurrence that would or does prevent the relevant Condition Precedent from being satisfied, or would mean the relevant Condition Precedent would or will not otherwise be satisfied,

either party may terminate this deed, by notice in writing to the other party, without any liability to the other party because of that termination, except that nothing in this clause 3.4(b) affects the obligation of Qoria or Aura to pay the Reimbursement Fee, if it is required to do so under clause 14.

(c) A party may not terminate this deed pursuant to clause 3.4(b) if:

(1) the relevant occurrence or event, the failure of the Condition Precedent to be satisfied, or the failure of the Scheme to become Effective, arises out of a breach of clause 3.2 or clause 3.5 by that party, although in such circumstances the other party may still terminate this deed; or

(2) the relevant Condition Precedent is stated in clause 3.3 to be for the sole benefit of the other party.

(d) If the Condition Precedent in clause 3.1(c) (*Qoria Shareholder approval*) is not satisfied only because of a failure to obtain the majority required by sub-subparagraph 411(4)(a)(ii)(A) of the Corporations Act, then either party may by

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written notice to the other within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that sub-subparagraph, provided the party has, in good faith and acting reasonably formed the view that the prospect of the Court exercising its discretion in that way is reasonable. If approval is given, the Condition Precedent in clause 3.1(c) (*Qoria Shareholder approval*) is deemed to be satisfied for all purposes.

3.5 Certain notices relating to Conditions Precedent

If a party becomes aware of:

(a) the satisfaction of a Condition Precedent or of any material progress towards such satisfaction; or

(b) the happening of an event or occurrence that would, does, will, or would reasonably be likely to:

(1) prevent a Condition Precedent being satisfied; or

(2) mean that any Condition Precedent will not otherwise be satisfied,

before the time and date specified for its satisfaction (or being satisfied by the End Date, if no such time and date is specified) or such Condition Precedent is not otherwise satisfied by that time and date (including, for the avoidance of doubt, if Qoria Shareholders do not agree to the Scheme at the Scheme Meeting by the requisite majorities),

it must advise the other by notice in writing, as soon as possible (and in any event within 2 Business Days).

3.6 ACCC approval

(a) The parties acknowledge that prior to the date of this deed, Aura obtained ACCC clearance for the Scheme, in a form that meets the requirements of section 189 of the CCA. Accordingly, Division 2 of Part IVA of the CCA does not apply to the Scheme, provided implementation of the Transaction occurs by 8 December 2026.

(b) If at any point, either as a result of changes to the CCA (or legislative instruments made under the CCA) or otherwise, the ACCC requires Aura:

(1) to enter into an undertaking; or

(2) to agree to any conditions with respect to the approval obtained,

then the terms of any such undertaking must be communicated to Qoria and must not be signed unless and until such time as Qoria, acting reasonably, consents to such terms, provided Qoria must not unreasonably withhold, delay, condition or qualify its consent to such terms.

4 Conduct of the Capital Raise

4.1 Compliance

Aura must:

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(a) use reasonable endeavours to, receive the entirety of the application monies of an amount equal to or greater than US$75 million in cleared funds under the Capital Raise, to hold in escrow, by no later than 10 Business Days prior to the Second Court Date;

(b) provide Qoria with written notice as soon as it becomes aware that it will not (or will not be likely to) satisfy clause 4.1(a) (including reasons for such delay) and Aura must, in good faith and acting reasonably, consult with Qoria in relation to the steps that Aura will take to satisfy the Condition Precedent in clause 3.1(p) (*Capital Raise*) by 8.00am on the Second Court Date;

(c) conduct the Capital Raise materially in accordance with the Disclosure Documents this deed, the Charter and Aura Bylaws, the Corporations Act, the Listing Rules, and all other applicable laws;

(d) consult with Qoria in relation to and keep Qoria promptly informed with respect to material developments in relation to the Capital Raise, including the application made to the ASX for admission of Aura to the official list of the ASX and the official quotation of the Aura Quotation Securities on the official list of the ASX; and

(e) (unless otherwise approved in writing by Qoria acting reasonably) not permit any material amendment or modification to be made to, any waiver (in whole or in part) of, or provide consent to modify (including consent to terminate), any provision or remedy under, or any replacements of, any of the Securities Purchase Agreements, in a manner that might have a material adverse effect on the success of any one or more of the Capital Raise, Aura Listing or the Scheme, in each case, other than any assignment or transfer contemplated therein or expressly permitted thereby (without any further amendment, modification or waiver to such assignment or transfer provision). In the event that all conditions in the Securities Purchase Agreements have been satisfied, Aura shall use its reasonable efforts to take, or to cause to be taken, all actions required, necessary or that it otherwise deems to be proper or advisable to consummate the transactions contemplated by the Securities Purchase Agreements on the terms described in the Securities Purchase Agreements, including using its reasonable efforts to enforce its rights under the Securities Purchase Agreements to cause the investors party thereto to pay to (or as directed by) Aura the applicable Commitment (as defined in the applicable Securities Purchase Agreement) under each applicable Securities Purchase Agreement in accordance with its terms. Without limiting the generality of the foregoing, Aura shall give Qoria prompt (and, in any event within three (3) Business Days) written notice: (A) of any amendment to any Securities Purchase Agreement (other than as a result of any assignments or transfers contemplated therein or otherwise permitted thereby); (B) of Aura's knowledge of any material breach or material default (or any event or circumstance that, with or without notice, lapse of time or both, is reasonably likely to give rise to any material breach or material default) by any party to any Securities Purchase Agreement; (C) of the receipt of any written notice or other written communication from any party to any Securities Purchase Agreement with respect to any actual, potential or claimed expiration, lapse, withdrawal, material breach, material default, termination or repudiation by any party to any Securities Purchase Agreement or any provisions of any Securities Purchase Agreement; and (D) if Aura does not expect to receive all or any portion of the aggregate subscription amounts on the terms, in the manner or from the investors party to Securities Purchase Agreements contemplated thereby.

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4.2 Listing Prospectus

Aura must:

(a) (**preparation**) prepare the Listing Prospectus for lodgement with ASIC and ASX in a form and substance approved by Qoria (acting reasonably), and Aura must obtain the prior written consent of Qoria (acting reasonably) to the form and substance of, and any amendments to, the Listing Prospectus relating to Qoria;

(b) (**lodgement**):

(1) unless otherwise agreed by the parties and subject to ASIC's agreement, provide a draft of the Listing Prospectus to ASIC for its review on the date that the Regulator's Draft is provided to ASIC pursuant to clause 6.3(m) and provide a copy of that draft to Qoria as soon as practicable thereafter;

(2) lodge the Listing Prospectus by 5.00pm on the Lodgement Date with ASIC (under section 718 of the Corporations Act) and ASX;

(3) as soon as practicable after the Listing Prospectus is lodged with ASIC, deliver to Qoria an electronic copy of the Listing Prospectus; and

(c) (**further actions**): not withdraw, materially modify, replace, cancel or terminate the Capital Raise or the Listing Prospectus.

4.3 ASX listing and quotation

(a) Following the Lodgement Date, Aura must, as soon as practicable (and in any event, within seven (7) days after the Lodgement Date) apply to ASX for:

(1) admission of Aura to the official list of the ASX; and

(2) the Aura Quotation Securities to be granted official quotation on the ASX,

and Aura must use best endeavours to:

(3) obtain admission of Aura to the official list of the ASX; and

(4) procure that the Aura Quotation Securities:

(A) are granted official quotation on the ASX (and in the case of the New Aura CDIs and Aura CDIs CHESS Approved (as defined in the Listing Rules)); and

(B) commence quotation in accordance with the Timetable and Listing Prospectus.

(b) Aura must notify Qoria immediately after its admission to the official list of the ASX and the granting by ASX of official quotation of the Aura Quotation Securities.

4.4 Conditional market

(a) Aura must, to the extent it is within its power, use all reasonable endeavours to ensure that the Aura Quotation Securities will be granted official quotation on the official list of the ASX with effect from the Business Day after the Effective Date (or such later date as required by ASX and acceptable to Qoria (acting reasonably)), initially on a conditional and deferred settlement basis and, with effect from the Business Day following the Implementation Date (or such later

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date as required by ASX and acceptable to Qoria (acting reasonably)), on a normal (T+2) settlement basis.

(b) Qoria must provide Aura with all assistance and information that Aura reasonably requests in connection with Aura seeking the grant by ASX in clause 4.4(a).

(c) Aura must, to the extent ASX agrees to grant official quotation of the Aura Quotation Securities initially on a conditional and deferred settlement basis, apply to ASIC for any necessary relief from the Corporations Act to facilitate conditional trading.

(d) If ASX does not agree to grant official quotation of the Aura CDIs and New Aura CDIs on a conditional and deferred settlement basis as contemplated by clause 4.4(a) or ASIC does not provided the necessary relief referred to in clause 4.4(c) by 8.00am on the Second Court Date, the parties agree:

(1) that despite any other provision of this deed, the Conditions Precedent in clauses 3.1(n) (*Aura Admission*) and 3.1(o) (*Aura Quotation Securities*) will not be taken to have been breached or not satisfied in respect of those matters merely by reason that ASX does not agree to grant official quotation on such basis; and

(2) to work together in good faith, each acting reasonably, to agree an alternative path with the ASX to ensure that the Aura Quotation Securities will be granted official quotation on the official list of the ASX.

5 Transaction steps

5.1 Scheme

Qoria must propose the Scheme to Qoria Shareholders on and subject to the terms and conditions of this deed and the Scheme.

5.2 Scheme Consideration

(a) The parties acknowledge that each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder in accordance with the terms of this deed and the Scheme.

(b) Subject to clause 5.2(c) and the terms of the Scheme, Aura undertakes and warrants to Qoria (in its own right and separately as trustee on behalf of the Scheme Shareholders) that, in consideration of the transfer of each Qoria Share held by a Scheme Shareholder under the terms of the Scheme, on the Implementation Date Aura will:

(1) accept that transfer; and

(2) provide to each Scheme Shareholder the Scheme Consideration for each Scheme Share in accordance with the terms of this deed and the Scheme.

(c) Where the calculation of the number of New Aura CDIs to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder

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becoming entitled to a fraction of a New Aura CDI, the fractional entitlement will be rounded as follows:

(1) if the fractional entitlement is less than 0.5, it will be rounded down to the nearest whole number of New Aura CDIs; and

(2) if the fractional entitlement is equal to or more than 0.5, it will be rounded up to the nearest whole number of New Aura CDIs.

5.3 Provision of Qoria Share information

(a) In order to facilitate the provision of the Scheme Consideration, Qoria must provide, or procure the provision of, to Aura a complete copy of the Qoria Share Register as at the Scheme Record Date (which must include the name, Registered Address and registered holding of each Scheme Shareholder as at the Scheme Record Date), within one Business Day after the Scheme Record Date.

(b) The details and information to be provided under clause 5.3(a) must be provided in such form as Aura, or Aura's share registry may reasonably require.

5.4 Class Ruling

(a) Aura acknowledges that Qoria will apply for a Class Ruling from the Australian Taxation Office (**Class Ruling**) confirming the availability of scrip-for-scrip rollover and related matters in relation to the Scheme. Aura must provide Qoria with such assistance and information as may reasonably be requested by Qoria for the purposes of obtaining such ruling.

(b) In respect of the Class Ruling:

(1) Qoria must provide any correspondence with the Australian Taxation Office in relation to the request for a Class Ruling or the Class Ruling within a reasonable time before submission to the Australian Taxation Office to Aura for the purposes of enabling Aura to comment on any such request;

(2) Qoria must consider in good faith any reasonable comments from Aura in relation to the request for a Class Ruling (including in relation to any correspondence with the Australian Taxation Office in relation to the request for a Class Ruling or the Class Ruling) which Aura must use reasonable endeavours to provide on a timely basis; and

(3) each party must provide the other party with such assistance and information as may reasonably be requested by the other party for the purposes of obtaining the Class Ruling.

5.5 Equity Incentives

(a) Qoria and Aura acknowledge and agree that prior to the Implementation Date:

(1) Aura will adopt the Aura Public Company Equity Plan; and

(2) Qoria must promptly provide any assistance or Qoria Information, including information regarding outstanding Qoria Equity Incentives, which is reasonably requested by Aura or its advisers and is legally permissible to provide, in connection with the adoption of the Aura Public Company Equity Plan.

(b) Despite any other provision of this deed:

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(1) Aura and Qoria agree that the Aura Equity Incentives and the Qoria Equity Incentives will be treated in the manner agreed between the parties in writing in the Disclosure Letter; and

(2) the parties acknowledge and agree that (subject to the Disclosure Letter):

(A) Qoria and Aura will use reasonable endeavours during the Exclusivity Period and subject to applicable law to take such action as is necessary to seek to ensure that subject to the Scheme becoming Effective, on or before the Scheme Record Date all Qoria Equity Incentives (to the extent they remain on issue) will be either:

(i) lapsed or cancelled (which, in the circumstances detailed in the Disclosure Letter must be in consideration for the issue of equivalent securities in Aura (or such other securities in Aura as stipulated by the Disclosure Letter or as otherwise agreed by the parties, as applicable)); or

(ii) vested (to the extent they have vesting hurdles) and exercised or converted into Qoria Shares; and

(B) Qoria must use reasonable endeavours during the Exclusivity Period and subject to applicable law to deliver to Aura all necessary or desirable consents, waivers or similar reasonably required by Aura to achieve the matters in clause 5.5(b)(2)(A) in connection with the Qoria Equity Incentives (including making any necessary waiver applications under the Listing Rules (if applicable) to deal with any performance rights on issue by Qoria),

such that there are no outstanding Qoria Equity Incentives which are not Qoria Shares on issue as at the Scheme Record Date, in each case in the manner agreed between the parties in writing in the Disclosure Letter.

(c) For the avoidance of doubt, the parties agree that the exercise of any power, right or discretion by the Aura Board or Qoria Board (as applicable), or any other action, which is made in accordance with clause 5.5, will not be an Aura Prescribed Occurrence, Aura Regulated Event, Qoria Prescribed Occurrence or Qoria Regulated Event (as the case may be), or a breach of any provision of this deed, or give rise to any right to terminate this deed, and will be disregarded when assessing the operation of any other part of this deed.

6 Implementation

6.1 Timetable

(a) Subject to clause 6.1(b), the parties must each use all reasonable endeavours to:

(1) comply with their respective obligations under this clause 6; and

(2) take all necessary steps and exercise all rights necessary to implement the Transaction and the Aura Listing,

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in accordance with the Timetable.

(b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 6.1(a) to the extent that such failure is due to circumstances and matters outside the party's control (including, for the avoidance of doubt, any delays caused by a Government Agency) or due to a party taking or omitting to take any action in response to a Competing Proposal as permitted or contemplated by this deed.

(c) Each party must keep the other informed about their progress against the Timetable and notify each other if it believes that any of the dates in the Timetable are not achievable.

(d) To the extent that any of the dates or timeframes set out in the Timetable become not achievable due to matters outside of a party's control (including, for the avoidance of doubt, any delays caused by a Government Agency), the parties will consult in good faith to agree to any necessary extension to ensure such matters are completed within the shortest possible timeframe.

6.2 Responsibility

Subject to clause 6.9, the parties agree that:

(a) subject to clause 6.4, Qoria will, during the Exclusivity Period, be responsible for preparing and dispatching, the Scheme Booklet in accordance with all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules;

(b) subject to clauses 6.3(p) and 6.3(q), Aura will, during the Exclusivity Period, be responsible for preparing and dispatching the Listing Prospectus in accordance with all applicable laws (including the Corporations Act, the Corporations Regulations and any applicable regulatory guidance from a Government Agency such as ASIC and the ASX); and

(c) subject to clauses 6.3(p), Aura will be responsible for preparing and filing the S-1 Registration Statement and S-8 Registration Statement in accordance with all applicable laws.

6.3 Qoria's obligations

Except if any one or more of the circumstances in clause 6.7(b)(1), 6.7(b)(2), 6.7(b)(3) or 6.7(b)(4) applies and a majority of the Qoria Board has changed its recommendation, Qoria must take all necessary steps during the Exclusivity Period to implement the Scheme, Capital Raise and Aura Listing as soon as is reasonably practicable and, without limiting the foregoing, (i) use all reasonable endeavours to ensure that each step in the Timetable within Qoria's control or for which Qoria is responsible is met by the relevant date set out beside that step (and must consult with Aura on a regular basis about its progress in that regard), (ii) do any acts it is authorised and able to do on behalf of Qoria Shareholders, and (iii) do each of the following:

(a) **directors' recommendation**: if the Independent Expert has concluded in the Independent Expert's Report (and in any update of, or revision, replacement, amendment or addendum to that report (if applicable)) that the Scheme is in the best interests of Qoria Shareholders, include in the Scheme Booklet a statement by the Qoria Board:

(1) unanimously recommending that Qoria Shareholders vote in favour of the Scheme in the absence of a Superior Proposal and subject to the

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Independent Expert continuing to conclude that the Scheme is in the best interests of Qoria Shareholders; and

(2) that each Qoria Board Member will (subject to the same qualifications as set out in clause 6.3(a)(1)) vote, or procure the voting of, any Director Qoria Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting,

except that there is no obligation to include any of the above statements in the Scheme Booklet if there has been a withdrawal, change, modification or qualification of recommendation to the extent such withdrawal, change, modification or qualification is permitted by one or more of the circumstances in clause 6.7(b)(1), 6.7(b)(2), 6.7(b)(3) or 6.7(b)(4);

(b) **paragraph 411(17)(b) statement**: apply to ASIC for the production of:

(1) an indication of intent letter stating that it does not intend to appear before the Court at the First Court Hearing; and

(2) a statement under paragraph 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;

(c) **Court direction**: apply to the Court for orders pursuant to subsection 411(1) of the Corporations Act directing Qoria to convene the Scheme Meeting;

(d) **Scheme Meeting**: convene the Scheme Meeting to seek Qoria Shareholders' agreement to the Scheme in accordance with the orders made by the Court pursuant to subsection 411(1) of the Corporations Act;

(e) **Court documents**: consult with Aura in relation to the content of the documents required for the purpose of each of the Court hearings held for the purpose of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending drafts of those documents, comments from Aura and its Related Persons on those documents;

(f) **Court approval**: if the Scheme is approved by Qoria Shareholders under subparagraph 411(4)(a)(ii) of the Corporations Act and it can reasonably be expected that all of the Conditions Precedent (other than the Conditions Precedent in clauses 3.1(e) (*Court approval*), 3.1(m) (*Aura Preferred Shares),* 3.1(q) (*Securities Act Exemption*) and 3.1(s) (*Aura Charter Amendment*)) will be satisfied or waived in accordance with this deed before 8.00am on the Second Court Date, apply to the Court for orders approving the Scheme as approved by the Qoria Shareholders at the Scheme Meeting;

(g) **certificate**: at the Second Court Hearing provide to the Court:

(1) a certificate (signed for and on behalf of Qoria) in the form of a deed (substantially in the form set out in Attachment 3) confirming (in respect of matters within Qoria's knowledge) whether or not the Conditions Precedent (other than the Conditions Precedent in clauses 3.1(e) (*Court approval*), 3.1(m) (*Aura Preferred Shares),* 3.1(q) (*Securities Act Exemption*) and 3.1(s) (*Aura Charter Amendment*)) have been satisfied or waived in accordance with this deed, a draft of which certificate must be provided by Qoria to Aura by 4.00pm on the date that is two Business Days prior to the Second Court Date; and

(2) any certificate provided to it by Aura pursuant to clause 6.4(q);

(h) **lodge copy of Court order**: if the Court approves the Scheme in accordance with sections 411(4)(b) and 411(6) of the Corporations Act, lodge with ASIC an

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office copy of the Court order in accordance with subsection 411(10) of the Corporations Act approving the Scheme by no later than the Business Day after the date on which the Court order was made (or such later date as agreed in writing by Aura);

(i) **Scheme Consideration**: if the Scheme becomes Effective, finalise and close the Qoria Share Register as at the Scheme Record Date, and determine entitlements to the Scheme Consideration, in accordance with the Scheme and the Deed Poll;

(j) **transfer and registration**: if the Scheme becomes Effective and subject to Aura having issued the Scheme Consideration in accordance with the Scheme and Deed Poll (and subject to the terms of the Scheme):

(1) execute, on behalf of Scheme Shareholders, an instrument of transfer of the Scheme Shares held by Scheme Shareholders to Aura; and

(2) following the execution of such instrument of transfer by Aura as transferee and receipt of that duly executed instrument of transfer by Qoria (but subject to the stamping of the that instrument (if required)), register such transfer of the Scheme Shares held by Scheme Shareholders to Aura on the Implementation Date;

(k) **consultation with Aura in relation to Scheme Booklet**: consult with Aura as to the content and presentation of the Scheme Booklet including:

(1) providing to Aura drafts of the Scheme Booklet and the Independent Expert's Report (subject to any required consent of the Independent Expert, which Qoria will request if required) for the purpose of enabling Aura to review and comment on those draft documents before lodgement with ASIC. In relation to the Independent Expert's Report, Aura's review is to be limited to a factual accuracy review;

(2) jointly with Aura, preparing the Merged Group Information for inclusion in the Scheme Booklet;

(3) taking all comments made by Aura into account in good faith when producing a revised draft of the Scheme Booklet;

(4) providing to Aura a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised and to enable Aura to review the Regulator's Draft before it is lodged with ASIC and ASX;

(5) obtaining written consent from Aura for the form and content in which the Aura Information appears in the Scheme Booklet; and

(6) confirming in writing to Aura that the Qoria Information (including, for the avoidance of doubt, information provided by Qoria in accordance with clause 6.3(y)) and (to the extent it contains any Qoria Information) the Merged Group Information in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;

(l) **information**: provide all necessary information, and procure that the Qoria Registry provides all necessary information, in each case in a form reasonably requested by Aura, about the Scheme, the Scheme Shareholders and Qoria Shareholders to Aura and its Related Persons, which Aura reasonably requires in order to:

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(1) prepare the information regarding the Merged Group for inclusion in the Scheme Booklet;

(2) enable Aura to understand the legal and beneficial ownership of Qoria Shares, canvass agreement to and promote the merits of the Scheme and encourage Scheme Shareholders to vote in favour of the Scheme, (including by providing the results of any directions by Qoria to Qoria Shareholders under Part 6C.2 of the Corporations Act);

(3) assist Aura to identify the Scheme Shareholders to facilitate the provision by, or on behalf of, Aura of the Scheme Consideration and to otherwise enable Aura to comply with the terms of this deed, the Scheme and the Deed Poll; or

(4) review the running tally of proxy appointments and directions received by Qoria before the Scheme Meeting.

Qoria must comply with any reasonable request of Aura for Qoria to give directions to Qoria Shareholders pursuant to Part 6C.2 of the Corporations Act from time to time for one of the purposes referred to in clauses 6.3(l)(1) or 6.3(l)(2) above;

(m) **lodgement of Regulator's Draft**: as soon as practicable, but by no later than 14 days before the First Court Date, provide the Regulator's Draft to ASIC for its review for the purposes of subsection 411(2) of the Corporations Act, and provide a copy of the Regulator's Draft to Aura as soon as practicable thereafter;

(n) **ASIC and ASX review of Scheme Booklet**: keep Aura reasonably informed of any material matters raised by ASIC or ASX in relation to the Scheme Booklet or the Transaction, and use reasonable endeavours to take into consideration any comments made by Aura in relation to any such matters raised by ASIC or ASX;

(o) **registration of Scheme Booklet**: if the Court makes an order under section 411(1) of the Corporations Act convening the Scheme Meeting, take all reasonable measures within its control to cause ASIC to register the Scheme Booklet (in the form to be sent to Qoria Shareholders) in accordance with section 412(6) of the Corporations Act;

(p) **Listing Prospectus**: promptly provide any assistance or Qoria Information, including audited financial statements and unaudited interim financial statements, which is reasonably requested by Aura or its advisers and is legally permissible to provide, in connection with the preparation of the Listing Prospectus (or any amendment or supplement) or any other SEC or exchange required filing (including the S-1 Registration Statement and S-8 Registration Statement) that is reasonably requested by Aura and customarily included in such filing prepared in connection with transactions of the type contemplated by this deed, review drafts of the Listing Prospectus and provide comments (if applicable) on those drafts promptly and in good faith (including any supplementary disclosure) along with supporting information that can be used to verify such comments or information provided to Aura by Qoria;

(q) **update Qoria Information and Merged Group Information**: until the allotment of Aura securities under the Listing Prospectus, promptly provide to Aura any information that arises after the Listing Prospectus has been despatched that is necessary to ensure that the Qoria Information and the Merged Group Information (to the extent Qoria Information is contained in, or used in the preparation of, the Merged Group Information) contained in the Listing Prospectus does not contain any material statement that is false or misleading

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in a material respect including because of any material omission from that statement and Qoria will be responsible for verifying the accuracy, currency and authenticity of such information provided to Aura;

(r) **accuracy of Qoria Information**: confirm in writing to Aura that the Qoria Information in the Listing Prospectus does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;

(s) **representation**: procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;

(t) **Independent Expert**: to the extent the Independent Expert is not already appointed, promptly after the date of this deed appoint the Independent Expert and provide all assistance and information reasonably requested by them in connection with the preparation of the Independent Expert's Report for inclusion in the Scheme Booklet (including any updates to such report) and any other materials to be prepared by them for inclusion in the Scheme Booklet (including any updates thereto);

(u) **investigating accountant**: to the extent the investigating accountant is not already appointed, promptly after the date of this deed cooperate with Aura and together appoint any investigating accountant required in respect of the Scheme Booklet and Listing Prospectus subject to that investigating accountant entering into arrangements with Qoria and Aura including in relation to confidentiality, and provide the investigating accountant with reasonable access (at times mutually agreeable to the parties) to its auditors, accountants, books and records (including financial reports, audited or otherwise) for the sole purpose of preparation of an investigating accountant's report for inclusion in the Scheme Booklet or Listing Prospectus (including any update, revision, amendment or supplement to those documents);

(v) **compliance with laws**: do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws and regulations;

(w) **listing**: subject to clauses 6.3(cc) and 6.3(dd), not do anything to cause Qoria Shares to cease being quoted on ASX or to become permanently suspended from quotation prior to implementation of the Transaction unless Aura has agreed in writing;

(x) **update Scheme Booklet**: until the date of the Scheme Meeting, promptly update or supplement the Scheme Booklet with, or where appropriate otherwise inform the market by way of announcement of, any information of which Qoria is aware that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement, and seek the Court's approval for the despatch of any updated or supplementary Scheme Booklet. Qoria must consult with Aura as to the content and presentation of the updated or supplementary Scheme Booklet, or the market announcement, in the manner contemplated by clause 6.3(k);

(y) **Merged Group information:** prepare and promptly provide to Aura any information regarding the Qoria Group that Aura reasonably requires in order for Aura to prepare the information regarding the Merged Group for inclusion in the Disclosure Documents;

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(z) **due diligence and verification**: undertake appropriate due diligence and verification processes in relation to the Scheme Booklet and the Qoria Information and the Merged Group Information (to the extent Qoria Information is contained in, or used in the preparation of, the Merged Group Information) contained in any Disclosure Document;

(aa) **proxy votes:** keep Aura reasonably informed (and at least on a daily basis on each of the 10 Business Days prior to the deadline for receipt of proxies) as to the aggregate tally of the proxies received by Qoria (or by the Qoria Registry) for the Scheme Meeting, including immediately following the deadline for the receipt of proxies;

(bb) **Aura Listing:** provide reasonable assistance to Aura in Aura's preparation of all documents required by ASX to ensure that the Conditions Precedent in clauses 3.1(n) (*Aura Admission*) and 3.1(o) (*Aura Quotation Securities*) have been satisfied in accordance with their terms;

(cc) **suspension of trading:** if the Court approves the Scheme in accordance with sections 411(4)(b) and 411(6) of the Corporations Act, apply to ASX to suspend trading in Qoria Shares with effect from the close of trading on the Effective Date;

(dd) **removal from quotation**: if the Scheme becomes Effective and is implemented, apply to ASX to have Qoria removed from the official list of ASX, and quotation of Qoria Shares on the ASX terminated, with effect on and from the close of trading on the Trading Day immediately following the Implementation Date; and

(ee) **promote merits of Transaction:** participate in efforts reasonably requested by Aura to promote the merits of the Transaction and the Scheme Consideration, including meeting with key Qoria Shareholders or holders of Aura Shares at the reasonable request of Aura, and to provide Aura with such information and assistance that Aura reasonably requests to enable it to promote the merits of the Transaction.

6.4 Aura's obligations

Aura must take all necessary steps during the Exclusivity Period to implement the Scheme, the Capital Raise and the Aura Listing as soon as is reasonably practicable and, without limiting the foregoing, must (i) use all reasonable endeavours to ensure that each step in the Timetable within Aura's control or for which Aura is responsible is met by the date set out beside that step (and must consult with Qoria on a regular basis about its progress in that regard), (ii) do any acts it is authorised and able to do on behalf of holders of Aura securities, and (iii) do each of the following:

(a) **Aura Preferred Shares:** ensure that all Aura Preferred Shares convert to Aura Shares immediately prior to the Mandatory Conversion Time, which Charter Amendment will become effective immediately prior to implementation of the Scheme;

(b) **Aura charter and bylaws amendments**: Aura must take all necessary corporate action in accordance with all applicable laws and its organizational documents to make effective, immediately following the Mandatory Conversion Time and immediately prior to the implementation of the Scheme, the Charter Amendment with the Secretary of State of the State of Delaware;

(c) **ASIC relief:** as soon as reasonably practicable after the date of this deed, apply to ASIC for an exemption from certain requirements that Aura may otherwise be required to comply with in order to operate the Sale Facility;

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(d) **Aura Information and Merged Group Information**: subject to clauses 6.3(l) and 6.3(y), prepare and promptly provide to Qoria the Aura Information and the Merged Group Information for inclusion in the Scheme Booklet, including all information regarding the Aura Group, the Merged Group, and the Scheme Consideration required by all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules, and consent to the inclusion of that information (other than any information provided by Qoria to Aura or obtained from Qoria's public filings on ASX, in each case regarding the Qoria Group contained in, or used in the preparation of, the information regarding the Merged Group) in the Scheme Booklet;

(e) **Scheme Booklet and Court documents**: promptly provide any assistance or information reasonably requested by Qoria in connection with preparation of the Scheme Booklet (including any updated or supplementary Scheme Booklet) and any documents required to be filed with the Court in respect of the Scheme, promptly review the drafts of the Scheme Booklet (including any updated or supplementary Scheme Booklet) prepared by Qoria and promptly provide comments on those drafts in good faith along with supporting information that can be used to verify such comments or information provided to Qoria by Aura;

(f) **Independent Expert's Report**: if requested by Qoria, provide all assistance or information reasonably requested by Qoria or by the Independent Expert in connection with the preparation of the Independent Expert's Report to be sent together with the Scheme Booklet;

(g) **investigating accountant:** to the extent the investigating accountant is not already appointed, promptly after this date of this deed co-operate with Qoria pursuant to clause 6.3(u) to jointly appoint any investigating accountant required in respect of the Scheme Booklet and Listing Prospectus, subject to that investigating accountant entering into arrangements with Qoria and Aura including in relation to confidentiality and provide the investigating accountant with reasonable access (at times mutually agreeable to the parties) to its auditors, accountants, books and records (including financial reports, audited or otherwise) for the sole purpose of the preparation of the investigating accountant report for inclusion in the Scheme Booklet or Listing Prospectus (including any update, revision, amendment or supplement to those documents);

(h) **representation**: procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;

(i) **Deed Poll**: by no later than five (5) Business Days prior to the First Court Date execute and deliver the Deed Poll to Qoria;

(j) **accuracy of Aura Information**: confirm in writing to Qoria that the Aura Information in the Scheme Booklet and Listing Prospectus does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;

(k) **share transfer**: if the Scheme becomes Effective:

(1) accept a transfer of the Scheme Shares as contemplated by clause 5.2(b)(1); and

(2) execute instruments of transfer in respect of the Scheme Shares;

(l) **consultation with Qoria in relation to Listing Prospectus**: consult with Qoria as to the content and presentation of the Listing Prospectus (and any supplementary prospectus or replacement prospectus) including:

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(1) providing to Qoria drafts of the Listing Prospectus, application form, ASX Appendix 1A, ASX Information Form and Checklist and Annexures to the same and related documents (such as applications for ASX Listing Rules and ASIC confirmations and relief), for the purpose of enabling Qoria to review and comment on those draft documents before lodgement with ASIC or ASX;

(2) taking all comments made by Qoria into account in good faith when producing revised drafts of the documents referred to in paragraph (1) (immediately above);

(3) obtaining written consent from Qoria (such consent not to be unreasonably withheld) for the form and content in which the Qoria Information appears in the Listing Prospectus; and

(4) confirming in writing to Qoria that the Listing Prospectus does not (other than in respect of any Qoria Information and Merged Group Information that is based on Qoria Information) contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;

(m) **Government Agency interactions**: keep Qoria reasonably informed of any material matters raised by ASIC or ASX (or any other Government Agency) in relation to the Listing Prospectus, the Capital Raise or the Aura Listing, and use reasonable endeavours to take into consideration any comments made by Qoria in relation to any such matters raised by ASIC or ASX (or any other Government Agency);

(n) **update Listing Prospectus**: subject to clause 4.2(c), until the allotment of Aura securities under the Listing Prospectus, promptly update the Listing Prospectus with any information that arises after the Listing Prospectus has been despatched that is necessary to ensure that the Listing Prospectus does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement, and lodge with ASIC and despatch any updated or supplementary Listing Prospectus;

(o) **due diligence and verification**: undertake appropriate due diligence and verification processes in relation to the Listing Prospectus and the Aura Information and the Merged Group Information contained in any Disclosure Document;

(p) **Scheme Consideration**: if the Scheme becomes Effective, provide the Scheme Consideration in the manner and amount contemplated by clause 5.2 and the terms of the Scheme and the Deed Poll;

(q) **certificate**: before the commencement of the Second Court Hearing provide to Qoria for provision to the Court at that hearing a certificate (signed for and on behalf of Aura) in the form of a deed (substantially in the form set out in Attachment 3) confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent (other than the Conditions Precedent in clauses 3.1(e) (*Court approval*), 3.1(m) (*Aura Preferred Shares),* 3.1(q) (*Securities Act Exemption*) and 3.1(s) (*Aura Charter Amendment*)) have been satisfied or waived in accordance with this deed, a draft of which certificate must be provided by Aura to Qoria by 4.00pm on the date that is 2 Business Days prior to the Second Court Date;

(r) **update Aura Information and Merged Group Information**: until the date of the Scheme Meeting, promptly provide to Qoria any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Aura Information and the Merged Group Information contained in the Scheme

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Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement and Aura will be responsible for verifying the accuracy, currency and authenticity of such information provided to Qoria;

(s) **assistance**: up to (and including) the Implementation Date and subject to obligations of confidentiality owed to third parties (appropriate consents in relation to which Aura must use all reasonable endeavours to obtain) and undertakings to Government Agencies, provide Qoria and its Related Persons with reasonable access during normal business hours to information and personnel of Aura Group that Qoria reasonably requests for the purpose of preparation of the Scheme Booklet and implementation of the Transaction and the Aura Listing;

(t) **Information Statement:** promptly following the date hereof, Aura shall prepare and deliver to each Aura Stockholder who did not sign the Aura Stockholder Consent an information statement (the **Information Statement**) (i) notifying such Stockholder that action has been taken by less than unanimous written consent of the holders of voting securities of Aura, and (ii) providing such other information as may be required to be included therein under Section 228(e) of the DGCL. The Information Statement shall be in a form reasonably acceptable to Qoria and shall at all relevant times be in compliance with Aura's organizational documents, Section 228 of the DGCL, and other applicable laws;

(u) **compliance with laws**: do everything reasonably within its power to ensure that the Transaction, Capital Raise and Aura Listing are effected in accordance with all applicable laws and regulations;

(v) **promote merits of Transaction:** participate in efforts reasonably requested by Qoria to promote the merits of the Transaction and the Scheme Consideration, including meeting with key Aura securityholders or Qoria securityholders (where requested by Qoria) and to provide Qoria with such information and assistance that Qoria reasonably requests to enable it to promote the merits of the Transaction; and

(w) **Regulatory matters:** provide to Qoria any written correspondence and other communications received from, or provided to, the 'Regulatory Authority' referred to in the Disclosure Letter, in each case as soon as reasonably practicable.

6.5 Conduct of business

(a) Subject to clause 6.5(b), from the date of this deed up to and including the Implementation Date, and without limiting any other obligations of Qoria or Aura under this deed, each party must:

(1) conduct its businesses and operations, and must cause:

(A) in the case of Qoria, each other Qoria Group Member; and

(B) in the case of Aura, each other Aura Group Member,

to conduct its respective business and operations, in the ordinary and usual course generally consistent with the manner in which each such business and operations have been conducted in the 12 month period prior to the date of this deed (providing that this will not require any party to continue any business or operations which have been ceased during the 12 months prior to the date of this deed);

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(2) subject to the Confidentiality Deed, keep the other party informed of any material developments concerning the conduct of its business;

(3) not enter into any line of business or other activities in which it or its Subsidiaries is not engaged as of the date of this deed;

(4) subject to the Confidentiality Deed, provide regular reports on the financial affairs and management accounts, in a timely manner to the other party;

(5) in the case of Qoria, ensure that between (and including) the date of this deed and 8.00am on the Second Court Date:

(A) there is no occurrence within its control or the control of any of its Subsidiaries that would constitute a Qoria Prescribed Occurrence or Qoria Regulated Event; or

(B) there is no occurrence within its control or the control of any of its Subsidiaries that would constitute a Qoria Material Adverse Change;

(6) in the case of Aura, ensure that between (and including) the date of this deed and 8.00am on the Second Court Date:

(A) there is no occurrence within its control or the control of any of its Subsidiaries that would constitute an Aura Prescribed Occurrence or Aura Regulated Event; or

(B) there is no occurrence within its control or the control of any of its Subsidiaries that would constitute an Aura Material Adverse Change;

(7) make all reasonable efforts, and procure that each of its Subsidiaries makes all reasonable efforts, to:

(A) preserve and maintain the value of the businesses and assets;

(B) keep available the services of the directors, officers and employees; and

(C) maintain and preserve their relationships with Government Agencies, customers, suppliers and others having business dealings with any of its Subsidiaries.

(b) Nothing in clause 6.5(a) restricts the ability of a party to take any action or refrain from taking any action:

(1) which is required or expressly permitted by this deed or the Scheme or the transactions contemplated by either of them;

(2) which has been agreed to in writing by the other party (which agreement must not be unreasonably withheld or delayed);

(3) which is required by any applicable law or by a Government Agency (except where that requirement arises as a result of an action by that party between the date of this deed and the Implementation Date) or would constitute a breach of the prohibitions in the CCA;

(4) which is Fairly Disclosed by Aura in the Aura Disclosure Materials;

(5) which is Fairly Disclosed by Qoria in the Qoria Disclosure Materials;

(6) which is Fairly Disclosed by Qoria in an announcement made by Qoria to ASX, or a publicly available document lodged by it with ASIC, in the

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2 year period prior to the date of this deed, or which would be disclosed in a search of ASIC records or ASX announcements in relation to Qoria or a Subsidiary of Qoria (as relevant), in the 2 year period prior to the date of this deed;

(7) to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property, or a disease epidemic or pandemic, including the outbreak, escalation or any impact of, or recovery from, the Coronavirus), provided that, if and to the extent practicable in the circumstances, the party consults with the other party before taking action; or

(8) with respect to Qoria, which is undertaken in response to a Qoria Competing Proposal to the extent such action or inaction is permitted by clause 13.

(c) From the date of this deed up to and including the Second Court Date, unless the other party agrees otherwise in writing, each party must promptly notify the other party of anything of which it becomes aware that:

(1) causes any material information publicly filed by it (either on its own account or in respect of any of its Related Bodies Corporate) to be, or reasonably likely to be, incomplete, incorrect, untrue or misleading in any material respect;

(2) makes any of the representations and warranties set out in Schedule 3 (in respect of Aura) or Schedule 4 (in respect of Qoria) to be, or reasonably likely to be, false, inaccurate, misleading or deceptive in any material respect;

(3) makes any information provided in its Disclosure Materials incomplete, incorrect, untrue or misleading in any material respect; or

(4) in the case of Qoria, would constitute or be likely to constitute a Qoria Prescribed Occurrence, a Qoria Regulated Event or a Qoria Material Adverse Change; or

(d) in the case of Aura, would constitute or be likely to constitute an Aura Prescribed Occurrence, an Aura Regulated Event or an Aura Material Adverse Change.

6.6 Dividends

Despite any other provision of this deed, between the date of this deed and the earlier of the date of termination of this deed and the Implementation Date, each of Qoria and Aura must not announce, make, declare, determine, pay or distribute any dividend, bonus or other share of its profits or assets, or returning or agreeing to return any capital, to its members (whether in cash or in specie), other than, with respect to Aura, dividends disclosed in the Disclosure Letter which are payable in the form of additional Aura Shares as may be required in respect of Aura Preferred Shares.

6.7 Qoria Board recommendation

(a) Qoria must use all reasonable endeavours to procure that, during the Exclusivity Period and except if any one or more of the circumstances in clause 6.7(b)(1), 6.7(b)(2), 6.7(b)(3) or 6.7(b)(4) applies, the Qoria Board Members unanimously recommend that Qoria Shareholders vote in favour of the Scheme at the Scheme Meeting in the absence of a Superior Proposal and subject to

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the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interests of Qoria Shareholders.

(b) Qoria must use all reasonable endeavours to procure that the Qoria Board collectively, and the Qoria Board Members individually, do not adversely change, withdraw, adversely modify or adversely qualify its or their recommendation to vote in favour of the Scheme unless:

(1) the Independent Expert concludes in writing, for example in a report to Qoria (including either the Independent Expert's Report or any update or replacement of, or any revision, amendment or supplement to, that report), that the Scheme is not in the best interests of Qoria Shareholders;

(2) Qoria has received a Qoria Competing Proposal and:

(A) that Qoria Competing Proposal was not procured or obtained by Qoria through a breach of this deed;

(B) the Qoria Board acting in good faith and in order to satisfy what the Qoria Board Members consider to be their fiduciary or statutory duties (having received written legal advice from its external legal advisers) has determined that the Qoria Competing Proposal is, or could reasonably be expected to be a Superior Proposal; and

(C) the matching right process set out in clause 13.4 has been fully complied with by Qoria;

(3) Qoria is entitled to terminate this deed and has given a valid termination notice to Aura under and in accordance with this deed; or

(4) the change, withdrawal, modification or qualification occurs because of a requirement or request by a court or other Government Agency that one or more Qoria Board Members abstain or withdraw from making a recommendation that Qoria Shareholders vote in favour of the Scheme after the date of this deed.

For the purposes of this clause 6.7(b), customary qualifications and explanations contained in the Scheme Booklet and any public announcements by Qoria in relation to a recommendation to vote in favour of the Scheme to the effect that the recommendation is made:

(1) in the absence of a Superior Proposal; and

(2) subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interests of Qoria Shareholders; and

will not be regarded as a failure to make, or a change, withdrawal, modification or qualification of, a recommendation in favour of the Scheme.

(c) Despite anything to the contrary in this deed, a statement made by Qoria, a Qoria Director or the Qoria Board to the effect that no action should be taken by Qoria Shareholders pending the assessment of a Qoria Competing Proposal by the Qoria Board or the completion of the matching right process set out in clause 13.4 shall not contravene this clause 6.7.

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6.8 Conduct of Court proceedings

(a) Qoria and Aura are entitled to separate representation at all Court proceedings affecting the Transaction.

(b) This deed does not give Qoria or Aura any right or power to give undertakings to the Court for or on behalf of the other party without that other party's written consent.

(c) During the Exclusivity Period, Qoria and Aura must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Transaction as contemplated by this deed.

6.9 Scheme Booklet content and responsibility statements

(a) The Disclosure Documents will contain a responsibility statement to the effect that:

(1) Aura is responsible for all Aura Information contained in the Disclosure Documents, and that no Qoria Indemnified Party nor their advisers assumes any liability for the accuracy or completeness of the Aura Information;

(2) Qoria is responsible for all Qoria Information contained in the Disclosure Documents, and that no Aura Indemnified Party nor their advisers assumes any liability for the accuracy or completeness of the Qoria Information; and

(3) the Independent Expert appointed by Qoria has provided and is responsible for the Independent Expert's Report, and that no Qoria Indemnified Party or Aura Indemnified Party or their respective advisers assumes any liability for the accuracy or completeness of the Independent Expert's Report.

(b) If after a reasonable period of consultation (but not longer than 5 Business Days), Qoria and Aura are unable to agree on the form or content of the Scheme Booklet:

(1) where the determination relates to Aura Information, Aura will (acting reasonably) make, subject to compliance with all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules, the final determination as to the form and content of the Aura Information; and

(2) in any other case, Qoria (acting reasonably) will subject to compliance with all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules, make the final determination as to the form and content of the Scheme Booklet.

7 Integration

7.1 Access

(a) Between (and including) the date of this deed and the Implementation Date, each of the parties must, and must cause each of its Subsidiaries to:

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(1) afford to the other party and that party's Related Persons reasonable access, on reasonable notice, to information (subject to any existing confidentiality obligations owed to third parties, appropriate consents in relation to which the disclosing party must use all reasonable endeavours to obtain), premises and such senior executives reasonably requested by the other party at mutually convenient times, and afford the other party reasonable co-operation, for the purpose of:

(A) the implementation of the Scheme;

(B) the parties developing plans for the carrying on of the businesses of the Merged Group following implementation of the Scheme;

(C) each party obtaining an understanding of the operations of the other party's business, financial position, prospects and affairs;

(D) cooperatively assessing and preparing any change of control filings or notices or any of the other party's contracts, licences, permits or similar instructions, if applicable;

(E) integration planning prior to implementation of the Scheme;

(F) keeping the other party informed with respect to material developments in the business; and

(G) any other purpose agreed in writing between the parties,

provided that:

(2) nothing in this clause 7.1 will require a party to:

(A) provide, or procure the provision of, information concerning:

(i) its directors' and management's formulation or consideration of the Transaction; or

(ii) any actual, proposed or potential Competing Proposal (including its directors' and management's consideration of any actual, proposed or potential Competing Proposal);

(B) do anything which would cause unreasonable disruption to, or interference with, the ordinary operation of the business of the party providing the information or access;

(C) take any action that would reasonably be expected to result in that party or one of its Subsidiaries breaching any applicable law or the entity's constituent documents;

(D) provide, or procure the provision of, information concerning the business of, information that is, in the reasonable opinion of that party, commercially sensitive, where the provision of such information is reasonably likely to cause prejudice to the commercial or legal interests of that party taken as a whole (including any specific pricing and margin information or customer details); or

(E) provide, or procure the provision of, information if to do so would or would be reasonably likely to:

(i) breach any contractual obligation (including any confidentiality obligation) owed to a third party or

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any applicable law (including any prohibition in the CCA); or

(ii) result in a waiver of legal professional privilege,

but this proviso does not limit either party's obligations under clause 13.

(b) Each party must:

(1) keep all information obtained by it as a result of this clause 7.1 confidential in accordance with the Confidentiality Deed;

(2) provide the other party with reasonable notice of any request for information or access; and

(3) comply with the reasonable requirements of the other party in relation to any access granted.

(c) Nothing in this clause 7.1 gives a party any rights to undertake further due diligence investigations, or any rights as to the decision making of the other party, its Subsidiaries or its business.

(d) Each party must provide, and must cause each of its Subsidiaries to provide, the other party, its Related Persons and any investigating accountant with reasonable access (at mutually convenient times) to books and records (including financial reports, audited or otherwise) and use all reasonable endeavours to provide access to its auditors and accountants for the sole purpose of preparation of the financial statements (including for the Merged Group) for inclusion in the Scheme Booklet or any investigating accountants' report (and any updates or supplements).

7.2 Third Party Consents

As soon as practicable after the date of this deed, if not attended to already, Qoria and Aura must work together to identify the relevant Qoria Material Contracts to which a Qoria Group Member is a party, or Aura Material Contracts to which an Aura Group Member is a party, that require Third Party Consent. In respect of those contracts, the parties agree as follows:

(a) Qoria and Aura will in good faith agree a proposed course of action for obtaining each Third Party Consent, and then jointly initiate contact with the relevant counterparties in respect of obtaining the relevant Third Party Consent;

(b) Qoria and Aura must use reasonable efforts to promptly seek to obtain the Third Party Consents prior to the Implementation Date in accordance with the necessary steps agreed between the parties in clause 7.2(a);

(c) neither party nor its Related Persons may contact any counterparties of the other party without the other party being present or without the other party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed);

(d) subject to obligations of confidentiality owed to third parties (appropriate consents in relation to which Qoria or Aura (as applicable) must use all reasonable endeavours to obtain), the party to the relevant contract that is the subject of the Third Party Consent must:

(1) involve the other party in meetings or discussions with the relevant counterparty relating to obtaining the Third Party Consent;

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(2) keep the other party informed of progress in obtaining any such Third Party Consents (and must use reasonable endeavours to ensure that the relevant counterparties provide information promptly as to how they propose to exercise their rights and keep the other informed of all such information); and

(3) consult with the other party in respect of clauses 7.2(d)(1) and 7.2(d)(2);

(e) Qoria and Aura agree to cooperate with and provide reasonable assistance to each other to obtain the necessary Third Party Consents in accordance with this clause 7.2, including by promptly providing any information reasonably required by counterparties; and

(f) any engagement between Qoria and Aura in respect of any Third Party Consent will be subject to, at all times, compliance with the CCA and the competition law protocol to be agreed between the parties promptly after the date of this deed.

7.3 Integration Committee

(a) Each party will, as soon as practicable after the date of this deed, notify the other party of its appointees to the Integration Committee and ensure their respective Integration Committee members are aware of and understand the provisions of the Confidentiality Deed.

(b) Without limiting clause 7.1, between (and including) the date of this deed and the Implementation Date, the Integration Committee will:

(1) oversee implementation of the Scheme;

(2) assist each of Aura and Qoria in obtaining an understanding of the operations and conduct of the other's business; and

(3) monitor the satisfaction of each party's obligations in this deed; and

(4) seek to determine how to best integrate each of Aura and Qoria's business into the operations of the Merged Group,

but, for the avoidance of doubt, the Integration Committee is a consultative body only that will make recommendations to the parties.

(c) The parties must use all reasonable endeavours to procure that the Integration Committee meets no less than once a month, commencing on the one month anniversary of the date of this deed.

(d) For the avoidance of doubt:

(1) the business of each of Aura and Qoria will continue to operate independently from the other until the Implementation Date. Aura and Qoria agree that nothing in this document constitutes the relationship of a partnership or joint venture between Aura and Qoria;

(2) the Integration Committee will undertake its functions, and meetings will be conducted, in accordance with the CCA and an information exchange protocol to be entered into between the parties promptly after the date of this deed and in any event, prior to the first meeting of the Integration Committee; and

(3) nothing in this clause 7.3 requires either Aura or Qoria to act at the direction of the other or any party to act or participate in any forum to the extent doing so is contrary to law or the requirements of any Government Agency.

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8 Profile of the Merged Group

(a) Subject to and with effect from the Implementation Date, Aura and Qoria agree that:

(1) the Aura Board shall be initially comprised of 4 Aura nominees and 3 Qoria nominees, the relevant nominees to be agreed between the parties in writing promptly after the date of this deed;

(2) the Qoria Board will be comprised of those persons determined by the Aura Board as constituted under clause 8(a)(1); and

(3) Tim Levy will be the Managing Director for the Merged Group.

(b) Aura and Qoria must, as soon as practicable on the Implementation Date, after the Scheme Consideration has been despatched to Scheme Shareholders in accordance with the terms of the Scheme, procure the resignation and appointment of directors in accordance with clause 8(a), including by procuring the relevant consents, resignations and other information reasonably required of the relevant directors for this purpose.

9 Representations and warranties

9.1 Aura's representations and warranties

Aura represents and warrants to Qoria (in its own right and separately as trustee or nominee for each of the other Qoria Indemnified Parties) each of the Aura Representations and Warranties.

9.2 Aura's indemnity

Subject to clauses 9.5 and 14.8, Aura agrees with Qoria (in its own right and separately as trustee or nominee for each of the other Qoria Indemnified Parties) to indemnify Qoria and each of the Qoria Indemnified Parties against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Qoria or any of the other Qoria Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the Aura Representations and Warranties.

9.3 Qoria's representations and warranties

Qoria represents and warrants to Aura (in its own right and separately as trustee or nominee for each of the other Aura Indemnified Parties) each of the Qoria Representations and Warranties.

9.4 Qoria's indemnity

Subject to clauses 9.5 and 14.8, Qoria agrees with Aura (in its own right and separately as trustee or nominee for each Aura Indemnified Party) to indemnify Aura and each of the Aura Indemnified Parties from any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Aura or any of the other Aura Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the Qoria Representations and Warranties.

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9.5 Qualifications on representations, warranties and indemnities

(a) The Qoria Representations and Warranties made or given in clause 9.3 and the indemnity in clause 9.4, are each subject to matters that:

(1) are within the actual knowledge of an Aura Group Member prior to the date of this deed;

(2) have been Fairly Disclosed in:

(A) the Qoria Disclosure Materials;

(B) an announcement by Qoria to ASX, or a publicly available document lodged by a Qoria Group Member with ASIC, in the 2 year period prior to the date of this deed;

(C) a publicly available document which would be disclosed in a search of the PPS Register 2 Business Days before the date of this deed;

(D) the following records open to public inspection:

- a search of the below court registries on the dates set out below in respect of each Australian incorporated Qoria Group Member:
  - High Court of Australia on 7 January 2026;
  - Federal Court & Federal Circuit Court of Australia on 7 January 2026;
  - Supreme Court of New South Wales on 19 January 2026;
  - Supreme Court of Victoria on 8 January 2026;
  - Supreme Court of Tasmania on 22 January 2026;
  - Supreme and District Court of Queensland on 8 January 2026;
  - Supreme Court of South Australia on 8 January 2026;
  - ACT Supreme Court on 8 January 2026;
  - Supreme Court of Western Australia on 7 January 2026; or
  - District Court of Western Australia on 12 January 2026; or
- IP Australia in respect of each Qoria Group Member (as the searches been conducted on 27 January 2026);

(3) are required or expressly permitted by this deed, the Scheme or the transactions contemplated by either; or

(4) are agreed to by Aura or requested by Aura, in each case, in writing.

(b) Where a Qoria Representation and Warranty is given 'so far as Qoria is aware' or with a similar qualification as to Qoria's awareness or knowledge, Qoria's awareness or knowledge is limited to and deemed only to include those facts,

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matters or circumstances of which a Qoria Specified Individual is actually aware as at the date of this deed.

(c) The Aura Representations and Warranties made or given in clause 9.1 and the indemnity in clause 9.2, are each subject to matters that:

(1) are within the actual knowledge of a Qoria Group Member prior to the date of this deed;

(2) have been Fairly Disclosed in:

(A) the Aura Disclosure Materials;

(B) the Delaware Secretary of State public records open to public inspection on 29 January 2026; or

(3) are required or expressly permitted by this deed, the Scheme or the transactions contemplated by either.

(d) Where an Aura Representation and Warranty is given 'so far as Aura is aware' or with a similar qualification as to Aura's awareness or knowledge, Aura's awareness or knowledge is limited to and deemed only to include those facts, matters or circumstances of which an Aura Specified Individual is actually aware as at the date of this deed.

9.6 Survival of representations and warranties

Each representation and warranty in clauses 9.1 and 9.3:

(a) is severable;

(b) survives the termination of this deed; and

(c) is given with the intention that liability under it is not confined to breaches that are discovered before the date of termination of this deed.

9.7 Survival of indemnities

Each indemnity in this deed (including those in clauses 9.2 and 9.4):

(a) is severable;

(b) is a continuing obligation;

(c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and

(d) survives the termination of this deed.

9.8 Timing of representations and warranties

Each representation and warranty made or given under clauses 9.1 or 9.3 is given at the date of this deed and repeated continuously thereafter until the earlier to occur of the end of the Exclusivity Period or 8.00am on the Second Court Date, unless that representation or warranty is expressed to be given at a particular time, in which case it is given at that time.

9.9 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to

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the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

10 Releases

10.1 Qoria and Qoria Directors and Qoria officers

(a) Aura:

(1) releases its rights; and

(2) agrees not to make, and that after the Implementation Date it will procure that each Qoria Group Member does not make, any claim,

against any Qoria Indemnified Party (other than Qoria and its Related Bodies Corporate) as at the date of this deed and from time to time in connection with:

(3) any breach of any representations and warranties of Qoria or any other member of the Qoria Group in this deed or any breach of any covenant given by Qoria in this deed;

(4) any disclosures containing any statement which is false or misleading whether in content or by omission; or

(5) any failure to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Qoria Indemnified Party has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this clause 10.1(a) limits Aura's rights to terminate this deed under clause 15.1 or 15.2.

(b) Clause 10.1(a) is subject to any Corporations Act restriction and will be read down accordingly.

(c) Qoria receives and holds the benefit of this clause 10.1 to the extent it relates to each Qoria Indemnified Party as trustee for each of them.

10.2 Aura and Aura directors and officers

(a) Qoria releases its rights, and agrees with Aura that it will not make a claim, against any Aura Indemnified Party (other than Aura and its Related Bodies Corporate) as at the date of this deed and from time to time in connection with:

(1) any breach of any representations and warranties of Aura or any other member of the Aura Group in this deed or any breach of any covenant given by Aura in this deed;

(2) any disclosure containing any statement which is false or misleading whether in content or by omission; or

(3) any failure to provide information,

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whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Aura Indemnified Party has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this clause 10.2(a) limits Qoria's rights to terminate this deed under clause 15.1 or 15.2.

(b) Clause 10.2(a) is subject to any Corporations Act restriction and will be read down accordingly.

(c) Aura receives and holds the benefit of this clause 10.2 to the extent it relates to each Aura Indemnified Party as trustee for each of them.

10.3 Deeds of indemnity and insurance

(a) Subject to the Scheme becoming Effective and the Transaction completing, Aura undertakes in favour of Qoria and each other Qoria Indemnified Party that it will:

(1) for a period of seven years from the Implementation Date, ensure that the constitutions of Qoria and each other Qoria Group Member continues to contain such rules as are contained in those constitutions at the date of this deed that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in their capacity as a director or officer of the company to any person other than a Qoria Group Member; and

(2) procure that Qoria and each other Qoria Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time (on terms and conditions providing coverage retentions, limits and other material terms (including in relation to deductibles) substantially equivalent to the Qoria Group Member's directors' and officers' insurance policy currently in place as at the date of this deed) and, without limiting the foregoing, use its best endeavours to ensure that directors' and officers' run-off insurance cover for such directors and officers is maintained for a period of seven years from the retirement date of each director and officer (and Qoria may, at its election, pay any amounts necessary to ensure such maintenance upfront prior to the implementation of the Scheme).

(b) Aura acknowledges that notwithstanding any other provision of this deed, Qoria may, prior to the Implementation Date, enter into an arrangement to secure directors and officers run-off insurance for up to such seven year period, and that any actions to facilitate that insurance or in connection with such insurance will not be a Qoria Regulated Event or a breach of any provision of this deed. In connection with obtaining such directors and officers insurance, Qoria must obtain at least two quotes and consult in good faith with Aura regarding the proposed terms of the directors and officers insurance and permit Aura to participate in all negotiations over such terms (to the extent reasonable).

(c) The undertakings contained in clause 10.3(a) are subject to any Corporations Act restriction and will be read down accordingly.

(d) Qoria receives and holds the benefit of clause 10.3(a), to the extent it relates to the other Qoria Indemnified Parties, as trustee for each of them.

(e) In respect of each Qoria Group Member, the undertakings in clause 10.3(a) are given until the earlier of:

(1) the end of the relevant period specified in clause 10.3(a); and

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(2) the relevant Qoria Group Member ceasing to be part of the Qoria Group.

(f) For the avoidance of doubt, nothing in this clause 10.3 prevents either party from winding up or voluntarily deregistering any Aura Group Member or Qoria Group Member after the Implementation Date.

11 Public announcement

11.1 Announcement of the Transaction

(a) Immediately after the execution of this deed, Qoria and Aura must issue public announcements in a form previously agreed to in writing between them (provided that Aura must not release any such announcement until after Qoria's announcement has been released on the ASX market announcements platform).

(b) The Qoria announcement must include a unanimous recommendation by the Qoria Board to Qoria Shareholders that, in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent's Expert's Report (and continuing to conclude) that the Scheme is in the best interests of Qoria Shareholders, Qoria Shareholders vote in favour of the Scheme and that subject to the same qualifications all the Qoria Board Members intend to vote (or procure the voting of) all Director Qoria Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting.

11.2 Public announcements

(a) Subject to clause 11.3, no public announcement or public disclosure of the Transaction, Aura Listing or any other transaction the subject of this deed or the Scheme may be made other than in a form approved by each party in writing (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.

(b) For the avoidance of doubt, clause 11.2(a) does not apply to any announcement or disclosure in connection with the termination of this deed (other than the termination of this deed under clause 15.1(d)) or any announcement or disclosure relating to a Competing Proposal.

11.3 Required disclosure

Where a party is required by applicable law or the Listing Rules to make any announcement or to make any disclosure in connection with the Transaction, Aura Listing or any other transaction the subject of this deed or the Scheme, it may do so despite clause 11.2 but (except in relation to any announcement or disclosure relating to a Competing Proposal) must, to the extent practicable and lawful, consult with the other party and consider (acting reasonably) its reasonable comments prior to making the relevant disclosure.

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12 Confidentiality

(a) Qoria and Aura acknowledge and agree that they will continue to be bound by the Confidentiality Deed after the date of this deed.

(b) The rights and obligations of the parties (including for the avoidance of doubt, Aura as the "Counterparty") under the Confidentiality Deed survive termination of this deed except in respect of the Counterparty's obligations in clause 7.3 of the Confidentiality Deed which the parties hereby agree shall terminate on termination of this deed.

13 Exclusivity

13.1 No shop and no talk

During the Exclusivity Period:

(a) Qoria must not, and must ensure that each of its Related Persons and Related Bodies Corporate and the Related Persons of those Related Bodies Corporate do not; and

(b) Aura must not, and must ensure that each of its Related Persons and Related Bodies Corporate and the Related Persons of those Related Bodies Corporate do not,

directly or indirectly:

(c) (**no shop**) solicit, invite, encourage or initiate any inquiry, expression of interest, offer, proposal, discussion or other communication by any Third Party in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or communicate to any person an intention to do anything referred to in this clause 13.1(c); or

(d) (**no talk and no due diligence**) subject to clause 13.2:

(1) facilitate, participate in or continue any negotiations, discussions or other communications with respect to any inquiry, expression of interest, offer, proposal or discussion by any Third Party to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or participate in or any negotiations or discussions with respect to any actual, proposed or potential Competing Proposal;

(2) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Competing Proposal;

(3) disclose or otherwise provide or make available any material non-public information about their business or affairs to a Third Party (other than a Government Agency that has the right to obtain that information and has sought it) in connection with, with a view to obtaining, or which would reasonably be expected to encourage or lead to the formulation, receipt or announcement of, an actual, proposed or potential Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations) whether by that Third Party or another person; or

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(4) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 13.1(d).

13.2 Fiduciary exception

Clause 13.1(d) does not prohibit any action or inaction by Qoria, any of its Related Bodies Corporate, any of its Related Persons or any of the Related Persons of those Related Bodies Corporate, in relation to an actual, proposed or potential Qoria Competing Proposal to the extent that the Qoria Board determines acting in good faith that:

(a) after consultation with its advisers, such actual, proposed or potential Qoria Competing Proposal is a Superior Proposal or could reasonably be expected to be a Superior Proposal; and

(b) after receiving written legal advice from its external legal advisers, compliance with that clause (or part of that clause, as relevant) would, or would be reasonably likely to, constitute a breach of any of the fiduciary or statutory duties of the directors of Qoria,

provided that the actual, proposed or potential Qoria Competing Proposal was not directly or indirectly brought about by, or facilitated by, a breach of clause 13.1(c).

13.3 Notification of approaches

(a) During the Exclusivity Period, each of Aura and Qoria must as soon as possible (and in any event in the case of notifications by Qoria within 2 Business Days of when it becomes aware, and in the case of notifications by Aura within 7 Business Days of when it becomes aware) notify the other party in writing if during the Exclusivity Period, it or any of its Related Bodies Corporate or any of its or their respective Related Persons, becomes aware of any:

(1) negotiations, discussions or other communications, approach or attempt to initiate any negotiations, discussions or other communications, or intention to make such an approach or attempt to initiate any negotiations, discussions or other communications, in each case in respect of any inquiry, expression of interest, offer, proposal or discussion in relation to an actual, proposed or potential Competing Proposal;

(2) approaches or proposals made to that party, any of its Related Bodies Corporate or any of its or their respective Related Persons in connection with, or in respect of any exploration or completion of, an actual, proposed or potential Competing Proposal; or

(3) provision by that party, any of its Related Bodies Corporate or any of its or their respective Related Persons of any material non-public information concerning the business or operations of:

(A) where that party is Aura, the Aura Group; or

(B) where that party is Qoria, the Qoria Group,

to any Third Party (other than a Government Agency) in connection with an actual, proposed or potential Competing Proposal,

whether direct or indirect, solicited or unsolicited, and in writing or otherwise. For the avoidance of doubt, any of the acts described in paragraphs (1) to (3) may only be taken by Aura or Qoria, its Related Bodies Corporate or its or their respective Related Persons if not proscribed by clause 13.1 or if permitted by clause 13.2.

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(b) A notification given under clause 13.3(a) must include the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal, together with all material terms and conditions of the actual, proposed or potential Competing Proposal (including price and form of consideration, conditions precedent, proposed deal protection arrangements and timetable), in each case to the extent known by the party giving the notification or any of its Related Persons.

13.4 Matching right

(a) Without limiting clause 13.1, during the Exclusivity Period, Qoria:

(1) must not, and must procure that each of its Related Bodies Corporate do not, enter into any legally binding agreement, arrangement or understanding (whether or not in writing) committing to implement an actual, proposed or potential Qoria Competing Proposal (other than a confidentiality agreement); and

(2) subject to any change of recommendation by the Qoria Board that is permitted by clause 6.7(b), must use all reasonable endeavours to procure that none of its directors change their recommendation in favour of the Scheme, publicly recommend an actual, proposed or potential Qoria Competing Proposal (or recommend against the Transaction) or make any public statement to the effect that they may do so at a future point (provided that a statement that no action should be taken by Qoria Shareholders pending the assessment of a Qoria Competing Proposal by the Qoria Board or the completion of the matching right process set out in this clause 13.4 shall not contravene this clause 13.4),

unless each of the following conditions has been satisfied:

(3) the Qoria Board acting in good faith and in order to satisfy what the Qoria Board Members consider to be their fiduciary or statutory duties (having received written legal advice from its external legal advisers) determines that the actual, proposed or potential Qoria Competing Proposal is, or could reasonably be expected to be a Superior Proposal;

(4) Qoria has provided Aura with the information required by clause 13.3 in respect of the actual, proposed or potential Qoria Competing Proposal;

(5) Qoria has given Aura at least 5 Business Days after the date of the provision of the information referred to in clause 13.4(a)(4) (**Relevant Period**) to provide a matching or superior proposal to the terms of the actual, proposed or potential Qoria Competing Proposal (**Bidder Counterproposal**); and

(6) either:

(A) Aura has not provided to Qoria a Bidder Counterproposal within the Relevant Period; or

(B) Aura has provided a Bidder Counterproposal to Qoria within the Relevant Period, but, as soon as reasonably practicable (and in any event, within 5 Business Days of Qoria receiving the Bidder Counterproposal), the Qoria Board (acting in good faith) determines that the Bidder Counterproposal:

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(i) would be less favourable to Qoria Shareholders than the Qoria Competing Proposal; or

(ii) would be more favourable, or at least no less favourable, to Qoria Shareholders than the Qoria Competing Proposal, but Qoria and Aura have not agreed the amendments to this deed and, if applicable, the Scheme and Deed Poll pursuant to clause 13.4(b) within 5 Business Days after the Qoria Board determines that the Bidder Counterproposal would be more favourable, or at least no less favourable, to Qoria Shareholders than the Qoria Competing Proposal.

(b) If Aura proposes to Qoria a Bidder Counterproposal by the expiry of the Relevant Period, Qoria must procure that the Qoria Board considers the Bidder Counterproposal and if the Qoria Board, acting in good faith and after consultation with its external legal and financial advisers, determines that the Bidder Counterproposal would provide an equivalent or superior outcome for Qoria Shareholders as a whole compared with the Qoria Competing Proposal, taking into account all of the terms and conditions of the Bidder Counterproposal, including any potential synergy benefits which would have been jointly announced by Aura and Qoria as well as any other potential synergies with a Third Party, then Qoria and Aura must use their reasonable endeavours to agree (during the 5 Business Day period referred to in clause 13.4(a)(6)(B)(ii)) the amendments to this deed, the Scheme and the Deed Poll (as applicable) that are reasonably necessary to reflect the Bidder Counterproposal and to implement the Bidder Counterproposal, in each case as soon as reasonably practicable and, provided such agreement is reached, Qoria must (except to the extent that one or more of the circumstances in clause 6.7(b)(1), 6.7(b)(3) or 6.7(b)(4) applies) use all reasonable endeavours to procure that each of the directors of Qoria continues to recommend the Transaction (as modified by the Bidder Counterproposal) to Qoria Shareholders (in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme (as modified by the Bidder Counterproposal) is in the best interests of Qoria Shareholders).

(c) For the purposes of this clause 13.4, each successive material modification of any Qoria Competing Proposal (which will include any modification relating to the price or value of any Qoria Competing Proposal or its funding) will constitute a new Qoria Competing Proposal, and the procedures set out in this clause 13.4 must again be followed prior to any member of the Qoria Group entering into any agreement, arrangement or understanding in respect of such Qoria Competing Proposal.

(d) Despite any other provision in this deed, a statement by Qoria or the Qoria Board (or any Qoria Director) to the effect that:

(1) the Qoria Board has determined that a Qoria Competing Proposal is a Superior Proposal and has commenced the matching right process set out in this clause 13.4; or

(2) Qoria Shareholders should take no action pending the completion of the matching right process set out in this clause 13.4,

does not of itself:

(3) constitute a change, withdrawal, modification or qualification of the recommendation by the Qoria Directors or an endorsement of a Qoria Competing Proposal;

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(4) contravene this deed;

(5) give rise to an obligation to pay the Reimbursement Fee under clause 14.2; or

(6) give rise to a termination right under clause 15.1.

13.5 Cease discussions

Each party must, and must procure that its Related Bodies Corporate and representatives and Related Persons of it and its Related Bodies Corporate, cease any negotiations, discussions or other communications existing as at the date of this deed relating to:

(a) any actual, proposed or potential Competing Proposal; or

(b) any transaction that would, or would reasonably be expected to, reduce the likelihood of success of the Transaction.

13.6 Prohibition on Aura agreements for Aura Competing Proposal

During the Exclusivity Period, Aura must not, and must procure that each of its Related Bodies Corporate do not, enter into any legally binding agreement, arrangement or understanding (whether or not in writing) committing to implement an actual, proposed or potential Aura Competing Proposal.

13.7 Compliance with law

(a) Aura warrants to Qoria that it would not have entered into this deed without the benefit of this clause 13.

(b) Qoria warrants to Aura that it would not have entered into this deed without the benefit of this clause 13.

(c) If it is finally determined by a court, or the Takeovers Panel, that the agreement by the parties under this clause 13 or any part of it:

(1) constituted, or constitutes, or would constitute, a breach of the fiduciary or statutory duties of the Aura Board or Qoria Board;

(2) constituted, or constitutes, or would constitute, 'unacceptable circumstances' within the meaning of the Corporations Act; or

(3) was, or is, or would be, unlawful for any other reason,

then, to that extent (and only to that extent) the parties will not be obliged to comply with that provision of clause 13 and such non-compliance will not constitute a breach of any provision of this deed, will not trigger any obligation to pay the Reimbursement Fee and will not trigger any right to terminate any of this deed, the Scheme or the Deed Poll.

(d) The parties must not make or cause or permit to be made, any application to a court or the Takeovers Panel for or in relation to a determination referred to in this clause 13.7.

13.8 Usual provision of information

Nothing in this clause 13 prevents a party from:

(a) in the case of Qoria, publicly releasing a statement to the effect that:

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(1) the Qoria Board has determined that a Qoria Competing Proposal is a Superior Proposal and has commenced the matching right process set out in clause 13.4; or

(2) Qoria Shareholders should take no action pending the completion of the matching right process set out in clause 13.4;

(b) providing any information to its Related Bodies Corporate, its Related Persons or the Related Persons of its Related Bodies Corporate;

(c) providing any information to any Government Agency;

(d) providing any information required to be provided by any applicable law, including to satisfy its obligations under the Listing Rules or to any Government Agency;

(e) engaging with and providing any information to its auditors, advisers, customers, financiers, joint venturers, contractors, suppliers and shareholders acting in that capacity in the ordinary course of business; and

(f) making presentations to, or responding to enquiries from, brokers, portfolio investors, analysts and other third parties, and engaging with financiers and potential financiers, in the ordinary course of business or promoting the merits of the Transaction.

13.9 Response to approaches

Notwithstanding the other provisions of this clause 13, nothing in this deed prevents or restricts any Qoria Group Member, or any Related Person of any Qoria Group Member, from responding to a Third Party in respect of an inquiry, expression of interest, offer, proposal or discussion by that Third Party to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Qoria Competing Proposal to merely:

(a) acknowledge receipt; and

(b) advise that Third Party that Qoria is bound by the provisions of this deed and is only able to engage in negotiations, discussions or other communications in respect of a Qoria Competing Proposal if the fiduciary exception in clause 13.2 applies.

14 Reimbursement Fee

14.1 Background to Reimbursement Fee

(a) Aura and Qoria acknowledge that, if they enter into this deed and the Scheme is subsequently not implemented, Aura and Qoria will incur significant costs, including those set out in clause 14.5.

(b) In these circumstances:

(1) Aura has requested that provision be made for the payments outlined in clause 14.2; and

(2) Qoria has requested that provision be made for the payments outlined in clause 14.3,

without which it would not have entered into this deed or otherwise agreed to implement the Scheme.

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(c) The Qoria Board and the Aura Board each believes, having taken advice from its external legal advisers and Financial Adviser, that the implementation of the Scheme will provide benefits to Qoria or Aura (as applicable) and that it is appropriate for Qoria or Aura (as applicable) to agree to the payments referred to in clauses 14.2 and 14.3 (as applicable) in order to secure the other party's participation in the Transaction.

14.2 Reimbursement Fee triggers – Qoria payment

Subject to this clause 14, Qoria must pay the Reimbursement Fee to Aura if:

(a) during the Exclusivity Period Aura validly terminates this deed in accordance with its terms (or Qoria validly terminates this deed in accordance with clause 15.1(c)) and, during the part of the Exclusivity Period which occurred prior to such termination, one or more Qoria Board Members:

(1) publicly withdraws, adversely changes, adversely modifies or adversely qualifies their support of the Scheme or their recommendation that Qoria Shareholders vote in favour of the Scheme, including by attaching adverse qualifications not expressly permitted by this deed;

(2) fails to recommend that Qoria Shareholders vote in favour of the Scheme in the manner described in clause 6.7(a); or

(3) during any part of the Exclusivity Period which occurred prior to such termination, makes a public statement indicating that he or she:

(A) will not or intends not to vote (or procure the voting of) all Director Qoria Shares held by or controlled by him or her in favour of the Scheme at the Scheme Meeting;

(B) recommends that Qoria Shareholders accept or vote in favour of, or otherwise publicly recommends, supports or endorses, a Qoria Competing Proposal of any kind that is announced by Qoria (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period,

except that no such Reimbursement Fee is or will be payable by Qoria to Aura if:

(4) the Independent Expert concludes in the Independent Expert's Report (or any update or replacement of, or revision, amendment or supplement to, that report) that the Scheme is not in the best interests of Qoria Shareholders (except where that conclusion is due wholly or primarily to the existence, announcement or publication of a Qoria Competing Proposal);

(5) the failure to recommend, or the change to or withdrawal of a recommendation to vote in favour of the Scheme occurs because of a requirement or request by the Court or other Government Agency that one or more Qoria Board Members abstain or withdraw from making a recommendation that Qoria Shareholders vote in favour of the Scheme after the date of this deed; or

(6) Qoria is entitled to terminate (or has terminated) this deed pursuant to any of clauses 15.1(a)(1) or 15.2(b),

and provided that, for the avoidance of doubt, a statement made by Qoria, one or more Qoria Board Members or the Qoria Board to the effect that:

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(7) no action should be taken by Qoria Shareholders pending the assessment of a Qoria Competing Proposal by the Qoria Board or the completion of the matching right process set out in clause 13.4; or

(8) the Qoria Board has determined that a Qoria Competing Proposal is a Superior Proposal and has commenced the matching right process set out in clause 13.4,

will not require Qoria to pay the Reimbursement Fee to Aura;

(b) a Qoria Competing Proposal of any kind is announced during the Exclusivity Period (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months of the date of such announcement, the Third Party proponent of the Qoria Competing Proposal or any Associate of that Third Party:

(1) completes that Qoria Competing Proposal of a kind referred to in any of paragraphs 2, 3 or 4 of the definition of Qoria Competing Proposal (except in relation to paragraph 3, the reference to "substantial part of the consolidated assets" in that paragraph is replaced by "at least 50% (calculated by value) of the consolidated assets"); or

(2) enters into an agreement, arrangement or understanding with Qoria, with another member of the Qoria Group or with the board of directors of any of the foregoing entities, which is of the kind referred to in paragraph 5 of the definition of Qoria Competing Proposal (but which, for the avoidance of doubt, excludes any agreement, arrangement or understanding in the ordinary course of business, such as transactions involving acquisitions, disposals or capital raisings or other financings); or

(c) Aura validly terminates this deed in accordance with clause 15.1(a)(1) or clause 15.2(a) and the Transaction does not complete.

14.3 Reimbursement Fee triggers – Aura payment

Subject to this clause 14, Aura must pay the Reimbursement Fee to Qoria if:

(a) Qoria validly terminates this deed in accordance with clause 15.1(a)(1);

(b) Qoria or Aura validly terminates this deed in accordance with clause 15.1(a)(3) due to the Condition Precedent in clause 3.1(p) (*Capital Raise*) not being satisfied; or

(c) Qoria validly terminates this deed in accordance with clause 15.2(b) and the Transaction does not complete.

14.4 Payment of Reimbursement Fee

(a) A demand by Aura for payment by Qoria of the Reimbursement Fee under clause 14.2 (**Qoria Reimbursement Fee**), or by Qoria for payment by Aura of the Reimbursement Fee under clause 14.3 (**Aura Reimbursement Fee**), must:

(1) be in writing;

(2) be made after the occurrence of the event in that clause giving rise to the right to payment;

(3) state the circumstances which give rise to the demand; and

(4) nominate an account into which, Qoria or Aura is to pay the Qoria Reimbursement Fee or the Aura Reimbursement Fee (as applicable).

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(b) Qoria must pay the Qoria Reimbursement Fee into the account nominated by Aura, without set-off or withholding, within 10 Business Days after receiving a demand for payment where Aura is entitled under clause 14.2 to the Reimbursement Fee.

(c) Aura must pay the Aura Reimbursement Fee into the account nominated by Qoria, without set-off or withholding, within 10 Business Days after receiving a demand for payment where Qoria is entitled under clause 14.3 to the Reimbursement Fee.

14.5 Basis of Reimbursement Fee

The Qoria Reimbursement Fee has been calculated to reimburse Aura, and the Aura Reimbursement Fee has been calculated to reimburse Qoria, for costs including the following:

(a) fees for legal, financial and other professional advice in planning and implementing the Transaction and Aura Listing (excluding success fees);

(b) reasonable opportunity costs incurred in engaging in the Transaction and Aura Listing or in not engaging in other alternative acquisitions or strategic initiatives;

(c) costs of management and directors' time in planning and implementing the Transaction and Aura Listing; and

(d) out of pocket expenses incurred by it and its employees, advisers and agents in planning and implementing the Transaction and Aura Listing,

and the parties agree that:

(e) the costs actually incurred by Aura or Qoria (as the case may be) will be of such a nature that they cannot all be accurately ascertained; and

(f) the Reimbursement Fee is a genuine and reasonable pre-estimate of those costs,

and each of Qoria and Aura represents and warrants to the other that it has received written legal advice from its legal advisers in relation to the operation of this clause 14.

14.6 Compliance with law

(a) This clause 14 does not impose an obligation on Qoria to pay the Qoria Reimbursement Fee, or on Aura to pay the Aura Reimbursement Fee, to the extent (and only to the extent) that the obligation to pay:

(1) is declared by the Takeovers Panel to constitute 'unacceptable circumstances'; or

(2) is determined to be unenforceable or unlawful (including by virtue of it being a breach of the fiduciary or statutory duties of the Qoria Board Members or Aura Board Members (as applicable)) by a court**,**

and the payee of the Reimbursement Fee will refund to the payor of that sum, within 5 Business Days any amount in excess of its obligation under this clause that has already paid when that declaration or determination is made. For the avoidance of doubt, any part of the Reimbursement Fee that would not constitute unacceptable circumstances or that is not unenforceable or unlawful (as applicable) must be paid by the relevant party in accordance with clause 14.2 or clause 14.3 (as applicable).

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(b) The parties must not make or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in clause 14.6(a).

14.7 Reimbursement Fee payable only once

Where the Reimbursement Fee becomes payable by a party (**Payor**) under clause 14.2 or clause 14.3 (as applicable) and is actually paid to the other party (**Payee**), the Payee cannot make any claim against the Payor for payment of any subsequent Reimbursement Fee.

14.8 Other Claims

(a) Despite anything to the contrary in this deed, the maximum aggregate monetary liability of a party for any Claims under this deed is the amount of the Reimbursement Fee and in no event will the aggregate liability of a party for Claims under this deed and in connection with the Transaction or the Scheme exceed the amount of the Reimbursement Fee.

(b) Each party acknowledges and agrees that damages may not be sufficient remedy for breach of this deed and that the limitation in this clause 14.8 does not prevent Aura or Qoria from seeking orders from a court of competent jurisdiction for injunctive relief or specific performance by the other party of any obligations under this document.

14.9 No Reimbursement Fee

(a) Despite anything to the contrary in this deed, the Reimbursement Fee will not be payable by either party (and, if it has already been paid it must be refunded by its recipient) if:

(1) the Scheme becomes Effective; or

(2) (at any time or times) one or more transactions are completed pursuant to which any Aura Group Member acquires a Relevant Interest (or voting power, as defined in the Corporations Act) in 100% of the issued Qoria Shares,

notwithstanding the occurrence of any event in clause 14.2 or clause 14.3.

15 Termination

15.1 Termination

(a) Either party may terminate this deed by written notice to the other party:

(1) other than in respect of a breach of either an Aura Representation and Warranty or a Qoria Representation and Warranty (which are dealt with in clause 15.2), at any time before 8.00am on the Second Court Date, if the other party has materially breached this deed (and the relevant breach is material when taken in the context of the Transaction and the Merged Group as a whole), the party entitled to terminate has given written notice to the party in breach of this deed setting out the relevant circumstances and stating an intention to terminate this deed, and the other party has failed to remedy the

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breach within 10 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given;

(2) at any time before 8.00am on the Second Court Date if the Court or another Government Agency (including any other court) has taken any action permanently restraining or otherwise prohibiting or preventing the Transaction, or has refused to do anything necessary to permit the Transaction to be implemented by the End Date, and the action or refusal has become final and cannot be appealed or reviewed or the party, acting reasonably, believes that there is no realistic prospect of an appeal or review succeeding by the End Date;

(3) in the circumstances set out in, and in accordance with, clause 3.4;

(4) if the Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date; or

(5) if the Scheme Meeting is held but the Scheme Resolution is not passed by the requisite majorities (unless the Condition Precedent in clause 3.1(c) (*Qoria Shareholder approval*) is deemed to be satisfied pursuant to clause 3.4(d)).

(b) Aura may terminate this deed by written notice to Qoria at any time before 8.00am on the Second Court Date if:

(1) any Qoria Board Member:

(A) fails to recommend that Qoria Shareholders vote in favour of the Scheme in accordance with clause 6.7(a);

(B) publicly withdraws, adversely changes, adversely modifies or adversely qualifies their support of the Scheme or their recommendation made pursuant to clause 6.7(a), including by attaching adverse qualifications not expressly permitted by this deed; or

(C) makes a public statement indicating that he or she:

(i) no longer recommends the Transaction;

(ii) will not or intends not to vote (or procure the voting of) all Director Qoria Shares held by or controlled by him or her in favour of the Scheme at the Scheme Meeting; or

(iii) recommends, supports or endorses a Qoria Competing Proposal but excluding a statement that a Qoria Competing Proposal is or may be a Superior Proposal or that no action should be taken by Qoria Shareholders, pending assessment of a Qoria Competing Proposal by the Qoria Board or the completion of the matching right process set out in clause 13.4,

other than where any Qoria Board Member is required or requested by a court or other Government Agency (or following advice from legal counsel recommending any Qoria Board Member) to abstain or withdraw from making a recommendation that Qoria Shareholders vote in favour of the Scheme after the date of this deed; or

(2) in any circumstances (including, for the avoidance of doubt, where permitted by clause 13.4) Qoria enters into any legally binding agreement to undertake or implement a Qoria Competing Proposal

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(but, for the avoidance of doubt, any such binding agreement does not include one or more Qoria Group Members entering into any confidentiality agreement or like agreement in relation to an actual, proposed or potential Qoria Competing Proposal).

(c) Qoria may terminate this deed by written notice to Aura at any time before 8.00am on the Second Court Date if the Qoria Board or a majority of the Qoria Directors have changed or withdrawn their recommendation made pursuant to clause 6.7(a).

(d) This deed is terminable if agreed in writing by Qoria and Aura.

15.2 Termination for breach of representations and warranties

(a) Aura may, at any time prior to 8.00am on the Second Court Date, terminate this deed, by written notice to Qoria, for a breach of a Qoria Representation and Warranty only if:

(1) Aura has previously given written notice to Qoria setting out the relevant circumstances and stating an intention to terminate this deed;

(2) the relevant breach continues to exist for 10 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 15.2(a)(1); and

(3) the relevant breach is material in the context of the Scheme and Transaction taken as a whole (other than in respect of a Qoria Title and Capacity Warranty, any breach of which will enable Aura to terminate this deed regardless of its materiality, provided Aura otherwise complies with this clause 15.2(a)).

(b) Qoria may, at any time prior to 8.00am on the Second Court Date, terminate this deed, by written notice to Aura, for a breach of an Aura Representation and Warranty only if:

(1) Qoria has previously given written notice to Aura setting out the relevant circumstances and stating an intention to terminate this deed;

(2) the relevant breach continues to exist for 10 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 15.2(b)(1); and

(3) the relevant breach is material in the context of the Scheme and Transaction taken as a whole (other than in respect of an Aura Title and Capacity Warranty, any breach of which will enable Qoria to terminate this deed regardless of its materiality, provided Qoria otherwise complies with this clause 15.2(b)).

15.3 Effect of termination

If this deed is terminated by either party under clauses 3.4, 15.1 or 15.2:

(a) each party will be released from its obligations under this deed, except that this clause 15.3, and clauses 1, 9.5 to 9.9, 10.1, 10.2, 12, 14, 16, 17, 18 and 19 (except clause 19.9), will survive termination and remain in force;

(b) each party will retain the rights it has or may have against the other party in respect of any past breach of this deed; and

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(c) in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme.

15.4 Termination

Where a party has a right to terminate this deed, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this deed and the provision under which it is terminating this deed.

15.5 No other termination

Neither party may terminate or rescind this deed except as permitted under clauses 3.4, 15.1 or 15.2.

16 Duty, costs and expenses

16.1 Stamp duty

Aura:

(a) must pay all stamp duties and any fines and penalties with respect to stamp duty in respect of this deed or the Scheme or the steps to be taken under this deed or the Scheme; and

(b) indemnifies Qoria against any liability arising from Aura's failure to comply with clause 16.1(a)).

16.2 Costs and expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution, delivery and performance of this deed and the proposed, attempted or actual implementation of this deed, Aura Listing and the Transaction.

17 GST

(a) Any consideration or amount payable under this deed, including any non-monetary consideration (as reduced in accordance with clause 17(e) if required) (**Consideration**) is exclusive of GST.

(b) If GST is or becomes payable on a Supply made under or in connection with this deed, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.

(c) The Additional Amount payable under clause 17(b) is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice. However, the Additional Amount is only payable on receipt of a valid Tax Invoice.

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(d) If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 17(b):

(1) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as applicable;

(2) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and

(3) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within seven days after receiving such notification, as applicable. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.

(e) Despite any other provision in this deed if an amount payable under or in connection with this deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred.

(f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.

(g) Any term starting with a capital letter in this clause 17 that is not defined in this clause 17 has the same meaning as the term has in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

18 Notices

18.1 Form of Notice

A notice or other communication to a party under this deed (**Notice**) must be:

(a) in writing and in English; and

(b) addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by Notice).

18.2 How Notice must be given and when Notice is received

(a) A Notice must be given by one of the methods set out in the table below.

(b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt (**business hours**

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period), then, other than in respect of any Notice given on, and prior to 8.00am on, the Second Court Date, the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre paid post to the nominated address	At 9.00am (addressee's time) on the second day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt after the date of posting
By email to the nominated email address	The first to occur of: 1 the sender receiving an automated message confirming delivery; or 2 two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.

18.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 18.2).

19 General

19.1 Governing law and jurisdiction

(a) This deed is governed by the law in force in Western Australia.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

19.2 Service of process

(a) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of Notices under clause 18.

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(b) Aura irrevocably appoints Herbert Smith Freehills Kramer of 80 Collins Street, Melbourne VIC 3000 as its agent for the service of process in Australia in relation to any matter arising out of this deed. If Herbert Smith Freehills Kramer ceases to be able to act as such or have an address in Australia, Aura agrees to appoint a new process agent in Australia and deliver to the other party within 20 Business Days a copy of a written acceptance of appointment by the process agent, upon receipt of which the new appointment becomes effective for the purpose of this deed. Aura must inform Qoria in writing of any change in the address of its process agent within 20 Business Days of the change.

19.3 No merger

The rights and obligations of the parties do not merge on completion of the Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Transaction.

19.4 Invalidity and enforceability

(a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

(b) Clause 19.4(a) does not apply where enforcement of the provision of this deed in accordance with clause 19.4(a) would materially affect the nature or effect of the parties' obligations under this deed.

19.5 Waiver

No party to this deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 19.5 are set out below.

Term	Meaning
conduct	includes delay in the exercise of a right.
right	any right arising under or in connection with this deed and includes the right to rely on this clause.
waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

19.6 Variation

A variation of any term of this deed must be in writing and signed by the parties.

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19.7 Assignment of rights

(a) A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed without the prior written consent of the other party or as expressly provided in this deed.

(b) A breach of clause 19.7(a) by a party shall be deemed to be a material breach for the purposes of clause 15.1(a)(1).

(c) Clause 19.7(b) does not affect the construction of any other part of this deed.

19.8 No third party beneficiary

This deed shall be binding on and inure solely to the benefit of each party to it and each of their respective permitted successors and assigns, and nothing in this deed is intended to or shall confer on any other person, other than the Aura Indemnified Parties and the Qoria Indemnified Parties, in each case to the extent set forth in clause 9 and clause 10, any third party beneficiary rights.

19.9 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

19.10 Entire agreement

This deed (including the documents in the Attachments to it), the Disclosure Letter and the Confidentiality Deed state all the express terms agreed by the parties in respect of their subject matter. They supersede all prior discussions, negotiations, understandings and agreements in respect of their subject matter.

19.11 Counterparts

This deed may be executed in any number of counterparts.

19.12 Relationship of the parties

(a) Nothing in this deed gives a party authority to bind any other party in any way.

(b) Nothing in this deed imposes any fiduciary duties on a party in relation to any other party.

19.13 Remedies cumulative

(a) Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed.

(b) Each party acknowledges that the remedy of damages may be inadequate to protect the interests of the parties for a breach of this deed and that either party is entitled to seek and obtain, without limitation, injunctive relief or specific performance if either party breaches, or threatens to breach this deed, regardless of whether Qoria or Aura have paid the Reimbursement Fee, if it is required to do so under clause 14.

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19.14 Exercise of rights

(a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.

(b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

19.15 Withholding

(a) Qoria confirms that at the time of signing this deed and Implementation Date, so far as Qoria is aware, none of the Scheme Shares will comprise indirect Australian real property interests as defined in section 855-25 of the *Income Tax Assessment Act 1997* (Cth) (on the basis that the 'principal asset test' referred to in paragraph 855-25(1)(b) of the *Income Tax Assessment Act 1997* (Cth) should not be satisfied) and therefore Aura should not be required by Subdivision 14-D of Schedule 1 to the *Tax Administration Act 1953* (Cth) (Subdivision 14-D) to pay an amount to the Commissioner of Taxation under section 14-200 in Subdivision 14-D in respect of the acquisition of the Scheme Shares from Scheme Shareholders (**CGT Withholding Amount**).

(b) Notwithstanding clause 19.15(a), if Aura determines (acting reasonably) that it is required by Subdivision 14-D to pay any CGT Withholding Amount to the Commissioner of Taxation in respect of the acquisition of Scheme Shares from certain Scheme Shareholders, then Aura must use reasonable endeavours to notify Qoria at least 10 Business Days prior to the intended date of withholding, that it intends to remit any CGT Withholding Amount to the Commissioner of Taxation as referred to in clause 19.15(a).

(c) The parties agree to consult in good faith as to the application of Subdivision 14-D in respect of the acquisition of Scheme Shares from certain Scheme Shareholders as applicable.

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Schedule 1

Notice details

Name	Attention	Address	Email
Aura	Bill Lundregan With a copy to: Michael Ziegelaar Alexander Mackinnon Nini Lu	1290 N Orange Street Wilmington, Delaware 19801-1120 United States of America With a copy to: Herbert Smith Freehills Kramer 80 Collins Street, Melbourne VIC 3000	bill@aura.com With a copy to: Michael.Ziegelaar@hsfkramer.com Alex.Mackinnon@hsfkramer.com Nini.Lu@hsfkramer.com
Qoria	Tim Levy Ben Jenkins Stephanie Majteles With a copy to: Hedley Roost Sanushka Seomangal Cameron Bill	Level 3, 45 St Georges Terrace, Perth WA 6000 Australia With a copy to: Thomson Geer Level 29, Central Park Tower, 152-158 St Georges Terrace, Perth WA 6000 Australia	tim.levy@qoria.com ben.jenkins@qoria.com stephanie.majteles@qoria.com With a copy to: hroost@tglaw.com.au sseomangal@tglaw.com.au cbill@tglaw.com.au

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Schedule 2

Definitions and interpretation

1.1 Definitions

Term	Meaning
ACCC	the Australian Competition and Consumer Commission.
ASIC	the Australian Securities and Investments Commission.
Assessment Period	has the meaning given to it by Section 23 of the NSI Act.
Associate	has the meaning in section 12 of the Corporations Act, as if subsection 12(1) of the Corporations Act included a reference to this deed.
ASX	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
Aura Board	the board of directors of Aura and an Aura Board Member means any director of Aura comprising part of the Aura Board.
Aura Bylaws	the bylaws of Aura, dated 31 May 2024.
Aura CDI	a CHESS Depository Interest, being a unit of beneficial ownership in an Aura Share (in the form of a CHESS Depositary Interest) registered in the name of CDN, other than a New Aura CDI.
Aura Common Stock	a share of common stock of Aura, par value $0.0001 per share.
Aura Competing Proposal	any proposal, agreement, arrangement or transaction (other than, for the avoidance of doubt, the Transaction and the Capital Raise) which, if entered into or completed, would mean a Third Party (either alone or together with any Associate) would:

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Term	Meaning
	1 directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, more than 20% of the Aura Shares on issue; 2 acquire Control of Aura; 3 directly or indirectly acquire or become the holder of, or otherwise acquire, or have a right to acquire, a legal, beneficial or economic interest in, or control of, all or a substantial part of the consolidated assets of the Aura Group; 4 otherwise directly or indirectly acquire or merge with Aura; or 5 require Aura to abandon, or otherwise fail to proceed with, the Transaction, whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, debt for equity arrangement, recapitalisation, refinancing or other transaction or arrangement.
Aura Consolidated Tax Group	the consolidated group of which Aura, a Delaware corporation, is the head company.
Aura Convertible Note	the Convertible Unsecured Note as defined in the Disclosure Letter.
Aura Disclosure Materials	1 the documents and information contained in the data room made available by Aura to Qoria and its Related Persons as at 5.00pm on 31 January 2026, the index of which has been initialled by a representative of each party; 2 written responses from Aura and its Related Persons to requests for further information made by Qoria and its Related Persons contained in the data room as at 5.00pm on 31 January 2026; and 3 the Disclosure Letter (to the extent it relates to the matters, business and affairs of an Aura Group Member).
Aura Equity Incentives	each of: 1 the Aura Options; 2 the Aura Warrants; 3 the Aura Convertible Note; and 4 any other outstanding rights under an Aura equity incentive scheme or otherwise created by Aura.

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Term	Meaning
Aura Group	Aura and each of its Subsidiaries, and a reference to an Aura Group Member or a member of the Aura Group is to Aura or any of its Subsidiaries.
Aura Indemnified Parties	Aura, its Subsidiaries and their respective directors, officers and employees.
Aura Information	information: 1 regarding Aura, other Aura Group Members and the businesses of the Aura Group provided or prepared by or on behalf of Aura for inclusion in the Disclosure Documents; 2 about Aura's interests and dealings in Qoria Shares, Aura's intentions and Aura's employees and other personnel and funding for the Scheme to be incorporated into the Disclosure Documents; 3 provided by or on behalf of Aura to Qoria regarding the Aura Group contained in, or used in the preparation of, the Merged Group Information to be incorporated into the Disclosure Documents; 4 regarding Aura, other Aura Group Members and the businesses of the Aura Group required under the Corporations Act, Corporations Regulations, RG 60, other ASIC regulatory guides or guidance from any other applicable Government Agency to enable the Disclosure Documents to be prepared; and 5 any other information which the parties agree is Aura Information. For the avoidance of doubt, the Aura Information excludes: 1 the Qoria Information; 2 the Independent Expert's Report; 3 any investigating accountant's report; and 4 any description of the taxation effect of the Transaction on Scheme Shareholders prepared by an external adviser and any other report or opinion prepared by an external adviser.
Aura Listing	the admission of Aura to the official list of ASX and the admission to trading on ASX of the Aura Quotation Securities following the satisfaction of the Conditions Precedent in clauses 3.1(n) (*Aura Admission*) and 3.1(o) (*Aura Quotation Securities*) in accordance with their terms.
Aura Material Adverse Change	an event, change, condition, matter or circumstance occurs before or after the date of this deed, which becomes known to Qoria or is announced or publicly disclosed by Aura on or after the date of this

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Term	Meaning
	deed (each an **Aura Specified Event**) which (whether individually or when aggregated with all such Aura Specified Events of the same type or nature) has had or would be likely to have the effect of a diminution in the revenue of the Aura Group over any 12 month period commencing on or after 1 July 2025 by an amount equal to at least US$31,320,000 (with such diminution in revenue calculated in accordance with GAAP), as against what it would reasonably have been expected to have been but for such Aura Specified Event or Aura Specified Events, except that no Aura Material Adverse Change occurs if such diminution arises from or is caused by (or that minimum US$31,320,000 diminution amount would not have been triggered in the absence of) any one or more events, changes, conditions, matters or circumstances: 1 which are directly or indirectly caused by the announcement, entry into or performance of the obligations under this deed, the Transaction, the Scheme or the transactions, matters or documents referred to in any of them (including exercise of change of control rights exercised by counterparties, creditors, joint venture partners or other similar parties); 2 required or permitted by, or which result from the exercise by any person of its express rights (or the discharge by any person of its express obligations) under, this deed, the Scheme or the transactions, matters or documents contemplated by any of the above, including any reasonably foreseeable consequences of such matters; 3 that are Fairly Disclosed in the Aura Disclosure Materials; 4 that were actually known to Qoria prior to the date of this deed (which does not include knowledge of the generic risk of the relevant event, change, condition, matter or circumstance occurring, but does include knowledge of a specific risk of the relevant event, change, condition, matter or circumstance occurring); 5 agreed to in writing by Qoria; 6 arising as a result of any generally applicable change in law (including subordinate legislation), regulation, directions, orders, accounting standards or principles or governmental policy; 7 arising as a result of any change in accounting standards or the interpretation of accounting standards; 8 relating to the Capital Raise; 9 arising from general changes in economic or business conditions (including interest rates, exchange rates, commodity prices, capital markets, the securities market in general, general economic, political or business conditions, including material adverse changes or major disruptions to, or fluctuations in, domestic or international financial markets), provided that such changes do not have a materially disproportionate effect on Aura relative to other participants in that industry; 10 arising from changes that affect the parental controls software or cyber safety industry generally, provided that such changes

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Term	Meaning
	do not have a materially disproportionate effect on Aura relative to other participants in that industry; 11 arising from any act of terrorism, outbreak or escalation of war (whether or not declared), major hostilities, civil unrest or outbreak or escalation of any disease epidemic or pandemic (including the outbreak, escalation or any impact of, or recovery from, the Coronavirus or COVID-19 pandemic); 12 arising from any act of God, natural disaster or severe weather event such as lightning, floods, bushfires, earthquakes, cyclones, tidal wave, landslide, on or after the date of this deed; 13 directly relating to costs and expenses incurred by Aura associated with this deed, the Scheme, the Transaction or the transactions, matters and documents referred to in any of the above, including all fees payable to external advisers of Aura; 14 arising from any action, or failure to take action, by Aura with the approval or consent of, or at the request of, Qoria; 15 arising from any facts, circumstances or changes that are the result, directly or indirectly from the actions (or omissions to act) of Qoria or a Qoria Group Member, other than in circumstances where Aura is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of Qoria or a Qoria Group Member; 16 arising from the portion of any event, matter, change or circumstance which is as a consequence of losses, expenses, damages or other costs covered by insurance which Aura's insurers have agreed to pay; or 17 arising from the application of applicable law or of any requirement of a Government Agency.
Aura Material Contract	any agreement, contract, deed or other arrangement, right or instrument to which a member of the Aura Group is a party and which: 1 involves, or would reasonably be likely to involve, the provision of financial accommodation of an amount equal to at least US$5 million to any member of the Aura Group; 2 imposes, or would reasonably be likely to impose, obligations or liabilities on the Aura Group Member to such agreement, contract, deed or other arrangement of an amount equal to at least US$5 million per annum; or 3 is agreed in writing between the parties to be an “Aura Material Contract”.
Aura Options	the options to purchase Aura Shares as at the date of this deed, as set out in Schedule 6.

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Term	Meaning
Aura Preferred Share or **Aura Preferred Stock**	a share of preferred stock of Aura, par value $0.0001 per share including the Series A-1 Preferred Stock ("Series A-1 Preferred Stock"), (B) the Series A-2 Preferred Stock ("Series A-2 Preferred Stock" and together with the Series A-1 Preferred Stock, the "Series A Preferred Stock"), (C) the Series B Preferred Stock ("Series B Preferred Stock"), (D) the Series C Preferred Stock ("Series C Preferred Stock"), (E) the Series C-1 Preferred Stock ("Series C-1 Preferred Stock"), (F) the Series D Preferred Stock ("Series D Preferred Stock"), (G) the Series E Preferred Stock ("Series E Preferred Stock"), (H) the Series F Preferred Stock ("Series F Preferred Stock "), and (I) the Series G Preferred Stock ("Series G Preferred Stock").
Aura Prescribed Occurrence	other than: 1 as required or expressly permitted by this deed, the Scheme or the transactions contemplated by either; 2 as required by any applicable law or by an order, or other requirement, of a court or a Government Agency; 3 as Fairly Disclosed in the Aura Disclosure Materials; 4 arising from the Capital Raise; 5 as agreed to in writing by Qoria (such agreement not to be unreasonably withheld or delayed); 6 as arising from any action, or failure to take action, by Aura with the approval or consent of, or at the request of, Qoria; or 7 as actually known to Qoria prior to the date of this deed, the occurrence of any of the following: 8 Aura amending its organizational documents other than the Charter Amendment as expressly permitted by this deed; 9 Aura converting all or any of its shares into a larger or smaller number of shares; 10 a member of the Aura Group resolving to reduce its share capital in any way; 11 a member of the Aura Group: – entering into a buy-back agreement; or – resolving to approve the terms of a buy-back agreement under the Corporations Act (or other applicable laws); 12 a member of the Aura Group selling, issuing, granting or authorizing the sale, issuance or grant of: (A) any Aura Shares or other equity interest; (B) any option, restricted stock, restricted stock unit, performance stock unit, phantom stock, stock appreciation right, profits interest, call, warrant or right to acquire any equity interest (or whose value is directly related to Aura Shares); or (C) securities convertible into shares or other equity interests;

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Term	Meaning
	13 a member of the Aura Group disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property; 14 a member of the Aura Group granting a material Security Interest, or agreeing to grant a material Security Interest, in the whole, or a substantial part, of its business or property other than a lien which arises by operation of law or legislation securing an obligation that is not yet due; 15 an Insolvency Event occurs in relation to a member of the Aura Group; or 16 a member of the Aura Group authorises, procures or commits or agrees to do any of the matters set out above.
Aura Public Company Equity Plan	the go-forward equity incentive plan to be adopted by Aura in connection with implementation of the Transaction, on terms agreed between the parties (each acting reasonably).
Aura Quotation Securities	each of: 1 the New Aura CDIs; 2 the Aura CDIs; and 3 the Aura Shares on issue at the time of admission of Aura to the official list of the ASX that: – are registered in the name of any Aura Stockholder other than CDN; and – may be converted or transmuted into Aura CDIs at the election of the respective holder(s) of those Aura Shares.
Aura Regulated Event	other than as: 1 required or expressly permitted by this deed, the Scheme or the transactions contemplated by either; 2 required by any applicable law or by a Government Agency; 3 Fairly Disclosed in the Aura Disclosure Materials; 4 actually known to Qoria prior to the date of this deed; 5 agreed to in writing by Qoria (not to be unreasonably withheld or delayed); or 6 in relation to the Capital Raise, the occurrence of any of the following: 7 an Aura Group Member reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares, except (i) as contemplated in this deed (ii) for the avoidance of doubt, to satisfy the Condition Precedent in clause

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Term	Meaning
	3.1(m) and the obligation in clause 6.4(a) in accordance with its terms; 8 an Aura Group Member acquiring or disposing of, or entering into or announcing any agreement for the acquisition or disposal of, any asset or business, or entering into any corporate transaction, which would or would reasonably be likely to involve a material change in: – the manner in which the Aura Group conducts its business; – the nature (including balance sheet classification), extent or value of the assets of the Aura Group; or – the nature (including balance sheet classification), extent or value of the liabilities of the Aura Group, in each case, in the context of the Aura Group as a whole; 9 Aura announcing, making, declaring, determining, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members (whether in cash or in specie), except as contemplated in clause 6.6 of this deed; 10 Aura amending, or adopting any new, securities incentive plan, except as contemplated by clause 5.5 this deed; 11 a member of the Aura Group making any change to its Charter or the Aura Bylaws, except as contemplated in clause 6.4(b) of this deed; 12 a member of the Aura Group commencing business activities not already carried out as at the date of this deed, whether by way of acquisition or otherwise; 13 a member of the Aura Group: – acquiring, leasing or disposing of; – agreeing, offering or proposing to acquire, lease or dispose of; or – announcing or proposing a bid, or tendering, for, any business, assets, entity or undertaking, the value of which exceeds US$10 million (individually or in aggregate); 14 a member of the Aura Group entering into a contract or commitment restraining a member of the Aura Group from competing with any person or conducting activities in any market; 15 a member of the Aura Group: – entering into any contract or commitment requiring payments by the Aura Group in excess of US$20 million (individually or in aggregate for all such contracts and commitments) other than any payment required by law; – without limiting the foregoing, (i) agreeing to incur or incurring capital expenditure of more than US$20 million

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Term	Meaning
	(individually or in aggregate) (ii) incurring any Financial Indebtedness of an amount in excess of US$20 million (individually or in aggregate), (but for the avoidance of doubt, drawing down on existing facilities Fairly Disclosed in the Aura Disclosure Materials will not be taken to be an Aura Regulated Event); – waiving any material third party default where the financial impact on the Aura Group will be in excess of US$2 million (individually or in aggregate); or – accepting as a compromise of a matter less than the full compensation due to a member of the Aura Group where the financial impact of the compromise on the Aura Group is more than US$10 million (individually or in aggregate); 16 a member of the Aura Group providing financial accommodation other than to members of the Aura Group (irrespective of what form of Financial Indebtedness that accommodation takes) in excess of US$10 million (individually or in aggregate); 17 a member of the Aura Group entering into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments, other than in the ordinary course of business; 18 any Aura Group Member materially varying or terminating any Aura Material Contract; 19 a member of the Aura Group entering into or materially altering, varying or amending any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors, other executives or employees, or accelerating the vesting or payment or otherwise materially increasing compensation or benefits for any of the above, in each case other than pursuant to arrangements of the following nature: – contractual arrangements in effect on the date of this deed and which are contained in the Aura Disclosure Materials, or any arrangements under negotiation to the extent agreed in writing in the Disclosure Letter; – Aura's policies and guidelines in effect on the date of this deed and which are contained in the Aura Disclosure Materials; – bonus payments related to FY2025 performance approved by the Aura Board, consistent with past practice, as disclosed in the Disclosure Letter; or – contractual arrangements with new officers, directors, other executives or employees between the date of this deed and implementation of the Transaction,

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Term	Meaning
	provided that new contractual arrangements with officers, directors, other executives or employees in the ordinary course and annual increases in the ordinary course are permitted, provided the aggregate of all increases in compensation or benefits is no greater than US$5 million; 20 a member of the Aura Group paying any of its officers, directors, other executives or employees a termination or retention payment, other than in accordance with contractual arrangements in effect on the date of this deed and which are Fairly Disclosed in the Aura Disclosure Materials; 21 a member of the Aura Group amending in any material respect any arrangement with its Financial Adviser, or entering into arrangements with a new Financial Adviser, in respect of the Transaction; 22 a member of the Aura Group changing any accounting policy applied by them to report their financial position other than any change in policy required by a change in accounting standards, except as contemplated by the Transaction; 23 a member of the Aura Group doing anything that would result in a change in the Aura Consolidated Tax Group; 24 notice of any material investigation, prosecution, arbitration, litigation or dispute threatened against a member of the Aura Group which could reasonably be expected to give rise to a liability for the Aura Group in excess of US$10 million (**Aura Material Proceedings**) and for the avoidance of doubt which is not frivolous or vexatious, or circumstances arising which could reasonably be expected to give rise to any Aura Material Proceedings. For the avoidance of doubt, Aura Material Proceedings do not include any liability relating to an investigation, prosecution, arbitration, litigation or dispute to the extent that an insurer has agreed to cover the liability under an insurance policy maintained by a member of the Aura Group; or 25 a member of the Aura Group authorises, procures or commits or agrees to do any of the matters set out above.
Aura Representations and Warranties	the representations and warranties of Aura set out in Schedule 3 as each is qualified by clause 9.5.
Aura Share	a share of Aura Common Stock.
Aura Specified Individual	each of: 1 Hari Ravichandran; 2 Brian DeCenzo; 3 Thomas Clayton;

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Term	Meaning
	4 Bill Lundregan; and 5 Blake Cunneen.
Aura Stockholder Approval	the approval of (i) the holders of at least a majority of the outstanding shares of Aura Common Stock and Aura Preferred Stock, voting together as a single class, which approval shall include the holders of at least (x) 92.5% of the outstanding shares of Series A Preferred Stock, (y) a majority of the outstanding shares of each of the Series B Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock and the Series F Preferred Stock and (z) at least 85% of the outstanding shares of each of the Series C Preferred Stock and the Series C-1 Preferred Stock approving this deed, the Charter Amendment, the Share Issuance contemplated by the Scheme, the transmutation of Aura Common Stock held by each Aura Stockholder into Aura CDIs and the other transactions contemplated by this deed, (ii) the holders of at least a majority of the outstanding shares of Aura Preferred Stock, voting together as a single class, which approval shall include the holders of at least (w) 92.5% of the outstanding shares of Series A Preferred Stock, (x) at least 85% of the outstanding shares of the Series C Preferred Stock, (y) at least a majority of the outstanding shares of each of the Series E Preferred Stock and the Series F Preferred Stock and (z) at least 60% of the outstanding shares of the Series G Preferred Stock electing to convert each class of Aura Preferred Stock, as applicable, immediately prior to, and conditioned only upon the contemporaneous occurrence of, the Scheme becoming Effective and the transmutation of Aura Common Stock held by each Aura Stockholder into Aura CDIs, in accordance with the Charter, and (iii) the requisite holders of Aura Common Stock and Aura Preferred Stock as required under each of that certain Amended and Restated Investors' Rights Agreement, dated August 8, 2024 (the IRA) and that certain Amended and Restated Voting Agreement, effective as of August 8, 2024 (the Voting Agreement) immediately prior to, and conditioned only upon the contemporaneous occurrence of, the implementation of the Scheme.
Aura Stockholder	a holder of one or more shares of Aura Common Stock or of Aura Preferred Stock, as applicable.
Aura Stockholder Consent	the written consent of the Aura Stockholders representing the Aura Stockholder Approval.
Aura Title and Capacity Warranties	the Aura Representations and Warranties set out in paragraphs (d), (g), (h) and (j) of Schedule 3.

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Term	Meaning
Aura Warrants	any warrant to purchase shares of capital stock issued by Aura which may be exercisable for shares of Aura capital stock (subject to the Disclosure Letter), as at the date of this deed, as set out in Schedule 6.
Bidder Counterproposal	has the meaning given in clause 13.4(b).
Business Day	a day which is both: 1 a business day as defined in the ASX Listing Rules; and 2 not a Saturday, Sunday or public holiday or bank holiday in Western Australia or New York.
Call-in Notice	means a notice given by the Secretary of State in respect of the Transaction pursuant to Section 1 of the NSI Act.
Capital Raise	the equity capital raise to be undertaken by Aura of at least US$75 million, or such other amount as the parties agree, in the form of an issue of Aura CDIs (at the issue price per Aura CDI detailed in the Securities Purchase Agreement) on the Implementation Date under the terms of the Listing Prospectus.
CCA	the *Competition and Consumer Act 2010* (Cth).
CDN	CHESS Depositary Nominees Pty Limited ACN 071 346 506.
CGT Withholding Amount	has the meaning given in clause 19.15(a).
Charter	that certain Second Amended and Restated Certificate of Incorporation of Aura, effective as of August 9, 2024, as amended by the First Amendment to Second Amended and Restated Certificate of Incorporation of Aura, dated as of January 22, 2025.
Charter Amendment	the amendment and restatement of the Charter and Aura Bylaws such that they are read in the form included in the Disclosure Letter.

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Term	Meaning
CHESS	the clearing house electronic sub-register system of share transfers operated by ASX Settlement and Transfer Corporation Pty Ltd.
CHESS Approved	has the meaning given to it in the Listing Rules.
Claim	any claim, demand, legal proceedings or cause of action (including any claim, demand, legal proceedings or cause of action: 1 based in contract, including breach of warranty; 1 based in tort, including misrepresentation or negligence; 2 under common law or equity; or 3 under statute, including the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**CCA**)) or Part VI of the CCA, or like provision in any state or territory legislation), in any way relating to this deed or the Transaction, and includes a claim, demand, legal proceedings or cause of action arising under an indemnity in this deed.
Class Ruling	has the meaning given in clause 5.4.
Code	the United States Internal Revenue Code of 1986, as amended and the Treasury Regulations promulgated thereunder.
Competing Proposal	where the reference relates to: 1 Aura, an Aura Competing Proposal; or 2 Qoria, a Qoria Competing Proposal.
Condition Precedent	a condition precedent set out in clause 3.1.
Confidentiality Deed	the confidentiality deed between Aura Sub, LLC and Qoria dated 24 August 2025 it being acknowledged that Aura is, and will continue to be, bound by and must comply with the Confidentiality Deed as though Aura is the "Counterparty" (as defined in the Confidentiality Deed).
Consent Contract	has the meaning given in the Disclosure Letter.

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Term	Meaning
Consent Party	has the meaning given in the Disclosure Letter.
Consultation Notice	has the meaning given in clause 3.4(a).
Control	has the meaning given in section 50AA of the Corporations Act but disregarding sub-section 50AA(4).
Corporations Act	the *Corporations Act 2001* (Cth), as modified or varied by ASIC.
Corporations Regulations	the *Corporations Regulations 2001* (Cth).
Court	the Federal Court of Australia.
Deed Poll	a deed poll to be entered into by Aura in the form of Attachment 2 (or in such other form as the parties agree in writing) under which Aura covenants in favour of the Scheme Shareholders to perform the obligations attributed to Aura under the Scheme.
DGCL	the General Corporation Law of the State of Delaware, United States of America.
Director Qoria Share	any Qoria Share held by or on behalf of a Qoria Board Member who has the power, directly or indirectly, to exercise or control the exercise of a right to vote attached to that Qoria Share.
Disclosure Documents	1 the Scheme Booklet; and 2 the Listing Prospectus.
Disclosure Letter	the letter with that title, to be agreed between Aura and Qoria on or prior to date of this deed.
Effective	when used in relation to the Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to the Scheme.

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Term	Meaning
Effective Date	the date on which the Scheme becomes Effective.
End Date	1 9 months from the date of this deed; 2 if any of the Conditions Precedent in clause 3.1(a) have not been satisfied (and have not been waived in accordance with clause 3.3, to the extent they can be waived pursuant to clause 3.3) by the date which is 9 months from the date of this deed, 12 months from the date of this deed, provided both parties agree (each acting reasonably) that there is a reasonable likelihood that the outstanding Conditions Precedent in clause 3.1(a) will be satisfied by such date; or 3 such other date as agreed in writing by the parties.
ERISA	the Employee Retirement Income Security Act of 1974, as amended, and all guidance and interpretations issued in accordance therewith.
ERISA Affiliate	any trade or business, whether or not incorporated, under common control with the Aura Group and that, together with the Aura Group, is treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.
Exclusivity Period	the period from and including the date of this deed to the earliest to occur of: 1 the date of termination of this deed; 2 the End Date; and 3 the Effective Date.
Fairly Disclosed	a reference to 'Fairly Disclosed' means disclosed to a party or any of its Related Persons, to a sufficient extent, and in sufficient detail, so as to enable a reasonable person (or one of its Related Persons) experienced in transactions similar to the Transaction and experienced in any business similar to a business conducted by the Qoria Group or Aura Group (as applicable), to identify the nature and scope of the relevant matter, event or circumstance (including, in each case, that the potential financial effect of the relevant matter, event or circumstance was reasonably ascertainable from the information disclosed).
Final Notification	has the meaning given to it by Section 26(2)(a) of the NSI Act.

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Term	Meaning
Final Order	has the meaning given to it by Section 26(2)(b) of the NSI Act.
Financial Adviser	any financial adviser retained by a party in relation to the Transaction from time to time.
Financial Indebtedness	any debt or other monetary liability (whether actual or contingent) in respect of monies borrowed or raised or any financial accommodation including under or in respect of any: 1 bill, bond, debenture, note or similar instrument; 2 acceptance, endorsement or discounting arrangement; 3 guarantee; 4 finance or capital lease; 5 agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or service; or 6 obligation to deliver goods or provide services paid for in advance by any financier, excluding, for the avoidance of doubt, trade creditors accrued in the ordinary course.
Financial Model	the Qoria financial model contained in the Qoria Disclosure Materials.
First Court Date	the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned application or appeal is heard.
First Court Hearing	the hearing of an application made to the Court by Qoria for an order under section 411(1) of the Corporations Act convening the Scheme Meeting or, if the hearing of such application is adjourned or subject to appeal for any reason, the hearing at which the adjourned application or appeal is heard.
GAAP	US Generally Accepted Accounting Principles.

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Term	Meaning
Government Agency	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
HSR Act	the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, and any successor to such statute, rules or regulations.
IFRS	International Financial Reporting Standards.
Implementation Date	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as the parties agree in writing.
Independent Expert	the independent expert in respect of the Scheme appointed by Qoria.
Independent Expert's Report	means the report to be issued by the Independent Expert in connection with the Scheme, setting out the Independent Expert's opinion on whether or not the Scheme is in the best interests of Qoria Shareholders (including any updates or amendments to such report that the Independent Expert issues).
Ineligible Foreign Shareholder	has the meaning set out in the Scheme.
Insolvency Event	in relation to an entity: 1 the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity (other than where the order is set aside within 14 days); 2 a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets; 3 the entity executing a deed of company arrangement; 4 the entity ceases, or threatens to cease, to carry on substantially all of its business conducted by it as at the date of this deed;

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Term	Meaning
	5 the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation); 6 the entity being deregistered as a company or otherwise dissolved, except in the case of an entity which is dormant; 7 the entity makes a general assignment, arrangement or composition with, or for the benefit of, creditors; 8 the entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; or 9 the entity takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.
Integration Committee	a committee comprised of three senior Qoria executives and three senior Aura executives, and other persons as agreed by the parties.
Listing Rules or **ASX Listing Rules**	the official listing rules of ASX.
Listing Prospectus	the prospectus to be issued by Aura under Chapter 6D of the Corporations Act in respect of the listing of Aura on ASX as required by ASX and the Capital Raise.
Lodgement Date	has the meaning set out in the Timetable.
Mandatory Conversion Time	has the meaning given in clause 3.1(m).
Merged Group	the combination of the Aura Group and the Qoria Group, as comprised by Aura and Qoria and each of its Subsidiaries following implementation of the Scheme.
Merged Group Information	information contained in the Disclosure Documents regarding the Merged Group, but excluding the Qoria Information and the Aura Information.

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Term	Meaning
New Aura CDI	a CHESS Depository Interest, being a unit of beneficial ownership in a New Aura Share (in the form of a CHESS Depositary Interest) registered in the name of CDN, to be issued to Scheme Shareholders under the Scheme.
New Aura Share	an Aura Share to be issued to CDN pursuant to the Scheme, the beneficial ownership in which Aura Share is represented by one New Aura CDI.
NSI Act	the UK National Security and Investment Act 2021.
NSI Notification	a notice given to the Secretary of State in accordance with either Section 14 or Section 18 of the NSI Act.
Plan	each (i) "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA), and (ii) other employee benefit, severance, employment, individual consulting, incentive or bonus, deferred compensation, change in control, retention, separation, savings, profit sharing, retirement, pension, health and welfare (including medical, dental, vision, prescription or fringe benefits, including any self-insured arrangement), paid time off, post-employment or post-termination benefit (including compensation, pension, and health and welfare benefits), vacation, death benefit, expatriate or relocation benefit, perquisite, stock purchase, stock option or other equity incentive, equity-based or other compensation plan, program, policy, practice, contract, agreement or arrangement, in each case, whether written or unwritten, (x) that is maintained, sponsored, administered, contributed to or required to be contributed to by Aura for the benefit of, or relating to, any current or former employee, officer, director or consultant (or any dependent or beneficiary thereof) or (y) under or with respect to which Aura or any of its ERISA Affiliates has or would reasonably be expected to have any direct or indirect obligation or contingent or actual liability.
PPS Register	the register established under the *Personal Property Securities Act 2009* (Cth).
Qoria Board	the board of directors of Qoria and a **Qoria Board Member** or **Qoria Director** means any director of Qoria.
Qoria Competing Proposal	any proposal, agreement, arrangement or transaction (other than, for the avoidance of doubt, the Transaction) which, if entered into or completed, would mean a Third Party (either alone or together with any Associate) would:

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Term	Meaning
	1 directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, more than 20% of the Qoria Shares on issue; 2 acquire Control of Qoria; 3 directly or indirectly acquire or become the holder of, or otherwise acquire, or have a right to acquire, a legal, beneficial or economic interest in, or control of, all or a substantial part of the consolidated assets of the Qoria Group; 4 otherwise directly or indirectly acquire or merge with Qoria; or 5 require Qoria to abandon, or otherwise fail to proceed with, the Transaction, whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, debt for equity arrangement, recapitalisation, refinancing or other transaction or arrangement.
Qoria Consolidated Tax Group	the consolidated group of which Qoria is the head company (where 'consolidated group' and 'head company' have the same meaning as in the Tax Act).
Qoria Deferred Consideration Rights	rights to be issued Qoria Shares which were issued by Qoria pursuant to the share sale and purchase agreement executed on or around 26 September 2024 between Qoria and certain sellers.
Qoria Disclosure Materials	1 the documents and information contained in the data room made available by Qoria to Aura and its Related Persons as at 5.00pm on 31 January 2026, the index of which has been initialled by a representative of each party; 2 written responses from Qoria and its Related Persons to requests for further information made by Aura and its Related Persons contained in the data room as at 5.00pm on 31 January 2026; and 3 the Disclosure Letter (to the extent it relates to the matters, business and affairs of a Qoria Group Member).
Qoria Equity Incentives	each of: 1 the Qoria Deferred Consideration Rights; 2 the Qoria Options;

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Term	Meaning
	3 the Qoria Performance Rights; 4 the Qoria Warrants; and 5 any other outstanding rights under a Qoria equity incentive scheme or otherwise created by Qoria.
Qoria Group	Qoria and each of its Subsidiaries, and a reference to a Qoria Group Member or a member of the Qoria Group is to Qoria or any of its Subsidiaries.
Qoria Incentive Securities Plans	means each of the following: 1 each employee incentive securities plan (however named) adopted by Qoria, including those approved at a general meeting of Qoria; and 2 any other plan, scheme or similar arrangement pursuant to which persons (including employees, management and directors of the Qoria Group) may or have been issued securities in Qoria (including convertible securities) or rights to be issued securities in Qoria.
Qoria Indemnified Parties	Qoria, its Subsidiaries and their respective directors, officers and employees.
Qoria Information	information regarding Qoria, other Qoria Group Members and the business of the Qoria Group: 1 prepared or provided by or on behalf of Qoria for inclusion in the Disclosure Documents; 2 prepared or provided by or on behalf of Qoria to Aura contained in, or used in the preparation of, the Merged Group Information; and 3 required under the Corporations Act, Corporations Regulations, RG 60 or guidance from an applicable Government Agency to enable the Disclosure Documents to be prepared; and 4 any other information which the parties agree is Qoria Information. For the avoidance of doubt, the Qoria Information excludes: 5 the Aura Information; 6 the Independent Expert's Report; 7 any investigating accountant's report; and

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Term	Meaning
	8 any description of the taxation effect of the Transaction on Scheme Shareholders prepared by an external adviser and any other report or opinion prepared by an external adviser.
Qoria Material Adverse Change	an event, change, condition, matter or circumstance occurs before or after the date of this deed, which becomes known to Aura or is announced or publicly disclosed by Qoria on or after the date of this deed (each a **Qoria Specified Event**) which (whether individually or when aggregated with all such Qoria Specified Events of the same type or nature) has had or would be likely to have the effect of a diminution in the revenue of the Qoria Group over any 12 month period commencing on or after 1 July 2025 by an amount equal to at least $21,000,000 (with such diminution in revenue calculated in accordance with IFRS), as against what it would reasonably have been expected to have been but for such Qoria Specified Event or Qoria Specified Events, except that no Qoria Material Adverse Change occurs if such diminution arises from or is caused by (or that minimum $21,000,000 diminution amount would not have been triggered in the absence of) any one or more events, changes, conditions, matters or circumstances: 1 which are directly or indirectly caused by the announcement, entry into or performance of the obligations under this deed, the Transaction, the Scheme or the transactions, matters or documents referred to in any of them (including exercise of change of control rights exercised by counterparties, creditors, joint venture partners or other similar parties); 2 required or permitted by, or which result from the exercise by any person of its express rights (or the discharge by any person of its express obligations) under, this deed, the Scheme or the transactions, matters or documents contemplated by any of the above, including any reasonably foreseeable consequences of such matters; 3 that are Fairly Disclosed in the Qoria Disclosure Materials; 4 that were actually known to Aura prior to the date of this deed (which does not include knowledge of the generic risk of the relevant event, change, condition, matter or circumstance occurring, but does include knowledge of a specific risk of the relevant event, change, condition, matter or circumstance occurring); 5 agreed to in writing by Aura; 6 arising as a result of any generally applicable change in law (including subordinate legislation), regulation, directions, orders, accounting standards or principles or governmental policy; 7 arising as a result of any change in accounting standards or the interpretation of accounting standards; 8 relating to the Capital Raise; 9 arising from general changes in economic or business conditions (including interest rates, exchange rates, commodity

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Term	Meaning
	prices, capital markets, the securities market in general, general economic, political or business conditions, including material adverse changes or major disruptions to, or fluctuations in, domestic or international financial markets), provided that such changes do not have a materially disproportionate effect on Qoria relative to other participants in that industry; 10 arising from changes that affect the parental controls software or cyber safety industry generally, provided that such changes do not have a materially disproportionate effect on Qoria relative to other participants in that industry; 11 arising from any act of terrorism, outbreak or escalation of war (whether or not declared), major hostilities, civil unrest or outbreak or escalation of any disease epidemic or pandemic (including the outbreak, escalation or any impact of, or recovery from, the Coronavirus or COVID-19 pandemic); 12 arising from any act of God, natural disaster or severe weather event such as lightning, floods, bushfires, earthquakes, cyclones, tidal wave, landslide, on or after the date of this deed; 13 directly relating to costs and expenses incurred by Qoria associated with this deed, the Scheme, the Transaction or the transactions, matters and documents referred to in any of the above, including all fees payable to external advisers of Qoria; 14 that is Fairly Disclosed in an announcement made by Qoria to ASX, or a publicly available document lodged by a Qoria Group Member with ASIC (or lodged with any equivalent foreign Government Agency within a jurisdiction in which any Qoria Group Member is incorporated), or which would be disclosed in a search of ASIC records or ASX announcements in relation to Qoria or a Subsidiary of Qoria (as relevant), in each case during the period commencing 2 years prior to the date of this deed and ending on the Business Day prior to the date of this deed; 15 that would be accessible via a search of: – the PPS Register; or – IP Australia, had each such search been conducted 4 Business Days before the date of this deed; 16 arising from any action, or failure to take action, by Qoria with the approval or consent of, or at the request of, Aura; 17 arising from any facts, circumstances or changes that are the result, directly or indirectly from the actions (or omissions to act) of Aura or an Aura Group Member, other than in circumstances where Qoria is in material breach of this deed unless such material breach resulted, directly or indirectly, from the actions (or omissions to act) of Aura or an Aura Group Member; 18 arising from the portion of any event, matter, change or circumstance which is as a consequence of losses, expenses,

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	damages or other costs covered by insurance which Qoria's insurers have agreed to pay; or 19 arising from the application of applicable law or of any requirement of a Government Agency.
Qoria Material Contract	any agreement, contract, deed or other arrangement, right or instrument to which a member of the Qoria Group is a party and which: 1 involves, or would reasonably be likely to involve, the provision of financial accommodation of an amount equal to at least $3.5 million to any member of the Qoria Group; 2 imposes, or would reasonably be likely to impose, obligations or liabilities on the Qoria Group Member to such agreement, contract, deed or other arrangement of an amount equal to at least $3.5 million per annum; or 3 is agreed in writing between the parties to be a "Qoria Material Contract".
Qoria Options	the options that are capable of being converted into Qoria Shares including those set out in Schedule 5.
Qoria Performance Rights	performance rights that are issued under any Qoria Incentive Securities Plan, including those set out in Schedule 5.
Qoria Prescribed Occurrence	other than as: 1 required or permitted by this deed, the Scheme or the transactions contemplated by either; 2 required by any applicable law or by an order, or other requirement, of a court or a Government Agency; 3 Fairly Disclosed in the Qoria Disclosure Materials; 4 Fairly Disclosed in an announcement by Qoria to ASX, or a publicly available document lodged by a Qoria Group Member with ASIC (or with any equivalent foreign Government Agencies within a jurisdiction in which any Qoria Group Member is incorporated) in the 2 year period prior to the date of this deed; 5 in relation to the Capital Raise; 6 agreed to in writing by Aura (such agreement not to be unreasonably withheld or delayed); 7 arising from any action, or failure to take action, by Qoria with the approval or consent of, or at the request of, Aura; 8 Fairly Disclosed via a search of:

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Term	Meaning
	– the PPS Register; or – IP Australia, had each such search been conducted 4 Business Days before the date of this deed; or 9 actually known to Aura prior to the date of this deed, the occurrence of any of the following: 10 Qoria amending its constitution; 11 Qoria converting all or any of its shares into a larger or smaller number of shares; 12 a member of the Qoria Group resolving to reduce its share capital in any way; 13 a member of the Qoria Group: – entering into a buy-back agreement; or – resolving to approve the terms of a buy-back agreement under the Corporations Act; 14 a member of the Qoria Group issuing, granting or agreeing to the issuance or grant of: (A) any Qoria Shares or other equity security in the issued capital of a Qoria Group Member; (B) any option, derivative, restricted shares, call, warrant or right to acquire any equity security, in each case in the issued capital of a Qoria Group Member; or (C) securities convertible into shares or other equity securities, in each case in the issued capital of a Qoria Group Member; 15 a member of the Qoria Group disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property; 16 a member of the Qoria Group granting a material Security Interest, or agreeing to grant a material Security Interest, in the whole, or a substantial part, of its business or property other than a lien which arises by operation of law or legislation securing an obligation that is not yet due; 17 an Insolvency Event occurs in relation to a member of the Qoria Group; or 18 a member of the Qoria Group authorises, procures or commits or agrees to do any of the matters set out above.
Qoria Registry	Computershare Investor Services Pty Ltd (ACN 078 279 277) (or any replacement share registry appointed by Qoria from time to time, if applicable).
Qoria Regulated Event	other than as: 1 required or expressly permitted by this deed, the Scheme or the transactions contemplated by either (including undertaken in

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Term	Meaning
	response to a Qoria Competing Proposal to the extent such action or inaction is expressly permitted by this deed); 2 required by any applicable law or by an order, or other requirement, of a court or other Government Agency (except where that requirement arises as a result of an action by a Qoria Group Member between the date of this deed and the Implementation Date); 3 Fairly Disclosed in the Qoria Disclosure Materials; 4 Fairly Disclosed in an announcement by Qoria to ASX, or a publicly available document lodged by a Qoria Group Member with ASIC (or with any equivalent foreign Government Agencies within a jurisdiction in which any Qoria Group Member is incorporated) in the 2 year period prior to the date of this deed; 5 actually known to Aura prior to the date of this deed; 6 agreed to in writing by Aura (such agreement not to be unreasonably withheld or delayed); 7 arising from the Capital Raise; or 8 would be accessible via a search of: – the PPS Register; or – IP Australia, had each such search been conducted 4 Business Days before the date of this deed, the occurrence of any of the following: 9 a Qoria Group Member reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares; 10 a Qoria Group Member acquiring or disposing of, or entering into or announcing any agreement for the acquisition or disposal of, any asset or business, or entering into any corporate transactions, in each case which is outside of that Qoria Group Member's ordinary course of business and which would or would reasonably be likely to involve a material change in: – the manner in which the Qoria Group conducts its business; – the nature (including balance sheet classification), extent or value of the material assets of the Qoria Group; or – the nature (including balance sheet classification), extent or value of the material liabilities of the Qoria Group, in each case, in the context of the Qoria Group as a whole; 11 Qoria announcing, making, declaring, determining, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members (whether in cash or in specie);

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Term	Meaning
	12 Qoria amending the terms of the Qoria Incentive Securities Plans or adopting any new securities incentive plan; 13 a member of the Qoria Group making any change to its constitution; 14 a member of the Qoria Group commencing business activities not already carried out as at the date of this deed, whether by way of acquisition or otherwise; 15 a member of the Qoria Group: – acquiring, leasing or disposing of; – agreeing, offering or proposing to acquire, lease or dispose of; or – announcing or proposing a bid, or tendering, for, any business, assets, entity or undertaking, the value of which exceeds $7 million (individually or in aggregate); 16 a member of the Qoria Group entering into a contract or commitment restraining a member of the Qoria Group from competing with any person or conducting activities in any market; 17 a member of the Qoria Group: – entering into any contract or commitment requiring payments by the Qoria Group in excess of $14 million (individually or in aggregate for all such contracts and commitments) other than any payment required by law or as already contained in the Financial Model; – without limiting the foregoing, (i) agreeing to incur or incurring capital expenditure of more than $10 million (individually or in aggregate) or (ii) incurring any Financial Indebtedness of an amount in excess of $10 million (individually or in aggregate), other than as already contained in the Financial Model (but for the avoidance of doubt, drawing down on existing facilities Fairly Disclosed in the Qoria Disclosure Materials will not be taken to be a Qoria Regulated Event); – waiving any material third party default where the financial impact on the Qoria Group will be in excess of $1.4 million (individually or in aggregate); or – accepting as a compromise of a matter less than the full compensation due to a member of the Qoria Group where the financial impact of the compromise on the Qoria Group is more than $7 million (individually or in aggregate); 18 a member of the Qoria Group providing financial accommodation other than to members of the Qoria Group (irrespective of what form of Financial Indebtedness that accommodation takes) in excess of $7 million (individually or in aggregate), other than as already contained in the Financial Model;

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Term	Meaning
	19 a member of the Qoria Group entering into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments, other than in the ordinary course of business; 20 any Qoria Group Member materially varying or terminating any Qoria Material Contract; 21 Qoria being delisted from ASX (other than as part of the Transaction); 22 a member of the Qoria Group entering into or materially altering, varying or amending any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors, other executives or employees, or accelerating or otherwise materially increasing compensation or benefits for any of the above, in each case other than pursuant to arrangements of the following nature: – contractual arrangements in effect on the date of this deed and which are contained in the Qoria Disclosure Materials, or any arrangements under negotiation to the extent agreed in writing in the Disclosure Letter; – Qoria's policies and guidelines in effect on the date of this deed and which are contained in the Qoria Disclosure Materials; or – contractual arrangements with new officers, directors, other executives or employees between the date of this deed and implementation of the Transaction, provided that new contractual arrangements with officers, directors, other executives or employees in the ordinary course and annual increases in the ordinary course are permitted, provided the aggregate of all increases in compensation or benefits is no greater than $3.5 million; 23 a member of the Qoria Group paying any of its officers, directors, other executives or employees a termination or retention payment, other than in accordance with contractual arrangements in effect on the date of this deed and which are Fairly Disclosed in the Qoria Disclosure Materials; 24 a member of the Qoria Group amending in any material respect any arrangement with its Financial Adviser, or entering into arrangements with a new Financial Adviser, in respect of the Transaction; 25 a member of the Qoria Group changing any accounting policy applied by them to report their financial position other than any change in policy required by a change in accounting standards, except as contemplated by the Transaction; 26 a member of the Qoria Group doing anything that would result in a change in the Qoria Consolidated Tax Group;

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Term	Meaning
	27 notice of any material investigation, prosecution, arbitration, litigation or dispute threatened against a member of the Qoria Group which could reasonably be expected to give rise to a liability for the Qoria Group in excess of $7 million (**Qoria Material Proceedings**) and for the avoidance of doubt which is not frivolous or vexatious, or circumstances arising which could reasonably be expected to give rise to any Qoria Material Proceedings. For the avoidance of doubt, Qoria Material Proceedings do not include any liability relating to an investigation, prosecution, arbitration, litigation or dispute to the extent that an insurer has agreed to cover the liability under an insurance policy maintained by a member of the Qoria Group; or 28 a member of the Qoria Group authorises, procures or commits or agrees to do any of the matters set out above.
Qoria Representations and Warranties	the representations and warranties of Qoria set out in Schedule 4, as each is qualified by clause 9.5.
Qoria Share	a fully paid ordinary share in the capital of Qoria.
Qoria Share Register	the register of members of Qoria maintained in accordance with the Corporations Act.
Qoria Shareholder	a person who is registered as the holder of one or more Qoria Shares in the Qoria Share Register.
Qoria Specified Individual	each of: 1 Tim Levy; 2 Ben Trigger; 3 Ben Jenkins; 4 Michael Hyndman; and 5 Stephanie Majteles.
Qoria Title and Capacity Warranties	the Qoria Representations and Warranties set out in paragraphs (d), (f), (g) and (i) of Schedule 4.
Qoria Warrants	unlisted warrants issued by Qoria as set out in Schedule 5.

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Term	Meaning
Qoria U.S. Plan	each (i) "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA), and (ii) other employee benefit, severance, employment, individual consulting, incentive or bonus, deferred compensation, change in control, retention, separation, savings, profit sharing, retirement, pension, health and welfare (including medical, dental, vision, prescription or fringe benefits, including any self-insured arrangement), paid time off, post-employment or post-termination benefit (including compensation, pension, and health and welfare benefits), vacation, death benefit, expatriate or relocation benefit, perquisite, stock purchase, stock option or other equity incentive, equity-based or other compensation plan, program, policy, practice, contract, agreement or arrangement, in each case, whether written or unwritten, (x) that is maintained, sponsored, administered, contributed to or required to be contributed to by Qoria for the benefit of, or relating to, any current or former employee, officer, director or consultant (or any dependent or beneficiary thereof) or (y) under or with respect to which Qoria or any of its ERISA Affiliates has or would reasonably be expected to have any direct or indirect obligation or contingent or actual liability.
Qustodio	Qustodio Technologies, S.L.U.
Registered Address	in relation to a Qoria Shareholder, the address of that Qoria Shareholder shown in the Share Register as at the Scheme Record Date.
Regulator's Draft	the draft of the Scheme Booklet in a form which is provided to ASIC for approval pursuant to subsection 411(2) of the Corporations Act.
Regulatory Approval	a clearance, waiver, ruling, approval, relief, confirmation, exemption, consent or declaration set out in clause 3.1(a).
Reimbursement Fee	$10,000,000.
Related Body Corporate	has the meaning set out in section 9 of the Corporations Act.
Related Person	1 in respect of a party or its Related Bodies Corporate, each director, officer, employee, adviser, agent or representative of that party or Related Body Corporate; and 2 in respect of a Financial Adviser, each director, officer, employee or contractor of that Financial Adviser.

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Term	Meaning
Relevant Interest	has the meaning given in sections 608 to 609B (inclusive) of the Corporations Act.
RG 60	Regulatory Guide 60 issued by ASIC in September 2020.
S-1 Registration Statement	the registration statement to be filed with the United States Securities and Exchange Commission under the US Securities Act, as amended, on Form S-1, including all exhibits and schedules and any amendments or supplements.
S-8 Registration Statement	the registration statement to be filed with the United States Securities and Exchange Commission under the US Securities Act, as amended, on Form S-8, including all exhibits and schedules and any amendments or supplements, with respect to employee awards that will be issued by Aura in respect of Qoria Equity Incentives, Aura Equity Incentives, or pursuant to the Aura Public Company Equity Plan.
Sale Agent	a person appointed by Aura (which person is acceptable to Qoria, acting reasonably, and if required by ASIC, which person is approved by ASIC) to sell the Scheme Consideration that would otherwise be issued to or for the benefit of Ineligible Foreign Shareholders or Unmarketable Parcel Shareholders under the terms of the Scheme.
Sale Facility	the facility to be made available to Ineligible Foreign Shareholders and Unmarketable Parcel Shareholders for their Scheme Consideration to be sold by the Sale Agent and have the relevant sale proceeds remitted to them in accordance with the Scheme.
Sanctioned Country	means, at any time, a country or territory that is itself the target of comprehensive Sanctions (currently, Cuba, Iran, North Korea, the Crimea region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic).
Sanctioned Person	means (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State, the United Nations Security Council, Australia, the European Union, any Member State of the European Union, or the United Kingdom; (b) any Person operating, organized, or resident in a Sanctioned Country; (c) any government that is the target of comprehensive Sanctions (currently, the government of each Sanctioned Country and the Government of Venezuela); or

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Term	Meaning
	(d) any Person 50% or more owned or controlled by any such Person or Persons or acting for or on behalf of such Person or Persons.
Sanctions	means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government (including those administered by OFAC or the U.S. Department of State) or by the United Nations Security Council, Australia, the European Union, any European Union member state, or the United Kingdom.
Scheme	the scheme of arrangement under Part 5.1 of the Corporations Act between Qoria and the Scheme Shareholders, the form of which is attached as Attachment 1 (as amended by the parties in writing from time to time (if applicable)), subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Aura and Qoria.
Scheme Booklet	the scheme booklet in respect of the Transaction in accordance with the terms of this deed (including clause 6.2(a)) to be despatched to the Qoria Shareholders and which must include or be accompanied by: 1 a copy of the Scheme; 2 an explanatory statement complying with the requirements of the Corporations Act, the Corporations Regulations and RG 60; 3 the Independent Expert's Report and (if applicable) any investigating accountant report; 4 a copy or summary of this deed; 5 a copy of the executed Deed Poll; 6 a notice of meeting; and 7 a proxy form.
Scheme Consideration	the consideration to be provided by Aura to each Scheme Shareholder for the transfer to Aura of each Scheme Share, being for each Scheme Share held by a Scheme Shareholder as at the Scheme Record Date, the number of New Aura CDIs (and the issue to CDN of the New Aura Shares for which those New Aura CDIs represent the beneficial interests) calculated as follows: $N = \frac{0.35\ x\ \left(\frac{A}{0.65}\right)}{B}$ where:

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Term	Meaning
	N is the number of New Aura CDIs per Scheme Share (and the same number of New Aura Shares will be issued per Scheme Share to CDN, for which those New Aura CDIs represent the beneficial interests); **A** is the total number of: 1 Aura Shares on issue on the Scheme Record Date; plus 2 Aura Shares that would be issued assuming the full conversion (as at the Scheme Record Date or in respect of the dividends disclosed in the Disclosure Letter which are payable in the form of additional Aura Shares as may be required in respect of Aura Preferred Shares (and any conversion of Aura preferred stock into Aura Shares effected thereby), the Implementation Date) of any and all dividends, preferred shares, other shares, options, convertible notes, warrants, performance rights, restricted stock, restricted stock units, rights, performance stock units, phantom stock, stock appreciation rights, profits interest, calls, other securities or other agreements or instruments of any kind, which exist on the Scheme Record Date; plus 3 any other Aura Shares agreed in writing between the parties. **B** is the total number of: 1 Scheme Shares; plus 2 all of the Qoria Equity Incentives that are either: (i) in existence at the Scheme Record Date; or that (ii) have been cancelled by that time (but after the date of this deed), and that are to be replaced with Aura Equity Incentives (in accordance with the parties' agreement in the Disclosure Letter as relevant to fulfilling the Condition Precedent in clause 3.1(l) (*Qoria convertible securities*)), but excluding (as applicable) the number of Qoria Equity Incentives which is equal to the number of Qoria Shares on issue as at the Scheme Record Date pursuant to the Qoria Incentive Securities Plan trust arrangements which Qoria Shares have not been specifically allocated to any particular Qoria Equity Incentives; plus 3 any Qoria Equity Incentives existing at the date of this deed or issued after the date of this deed, and that have been cancelled on or before the Scheme Record Date (but after the date of this deed) in respect of which arrangements have been put in place by Qoria on or before the Scheme Record Date for them to be settled fully or partially for cash consideration (or net settled) instead of by issuing Qoria Shares. For the purposes of limbs (2) and (3) of 'B' above, the parties agree that if any Qoria Equity Incentive is to convert into or is to be replaced with a number other than one Qoria Share, the number of Qoria Shares into which that Qoria Equity Incentive would convert is the number to be included for the relevant limb.

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Term	Meaning
	For the purposes of calculating the Scheme Consideration only and where the context requires in the Disclosure Letter, a reference to 'Aura Equity Incentives' or 'Qoria Equity Incentives' includes any securities convertible or exercisable into Aura Shares or Qoria Shares (as the case may be) issued after the date of this deed in accordance with the Disclosure Letter.
Scheme Meeting	the meeting of Qoria Shareholders ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
Scheme Record Date	7.00pm (Sydney, Australia time) on the second Business Day after the Effective Date or such other time and date as the ASX requires or the parties agree in writing.
Scheme Resolution	the resolution to be put to Qoria Shareholders at the Scheme Meeting to approve the Scheme.
Scheme Shareholder	a person who is registered in the Qoria Share Register as the holder of one or more Scheme Shares as at the Scheme Record Date.
Scheme Shares	all Qoria Shares on issue as at the Scheme Record Date.
Second Court Date	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned application or appeal is heard.
Second Court Hearing	the hearing at which the application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the hearing at which the adjourned application or appeal is heard.
Secretary of State	the Secretary of State empowered to give a Call-in Notice or Final Notification or to make a Final Order pursuant to the NSI Act.

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Term	Meaning
Securities Purchase Agreements	the securities purchase agreements entered into between Aura and certain investors on or prior to the date of this agreement (and which fully executed agreements have been Fairly Disclosed by Aura to Qoria on or prior to the date of this deed) under which each investor agrees to purchase Aura CDIs pursuant to the Capital Raise conditional on, amongst other things, the Scheme coming into effect.
Security Interest	any encumbrance, mortgage, charge, pledge, lien, assignment, hypothecation, title retention, other security interest or any other security arrangement (including a right of set off or combination) entered into for the purpose of conferring a priority, including any security interest as defined in the *Personal Property Securities Act 2009* (Cth).
Share Issuance	has the meaning given in clause 2.1(d)(1)(A).
Spanish FDI Authority	1 the Council of Ministers (*Consejo de Ministros*) of Spain; or 2 the Ministry of Economy, Commerce and Enterprise (Ministerio de Economía, Comercio y Empresa) or any subdivision of that Ministry.
Spanish FDI Condition	the Condition Precedent in clause 3.1(a)(1).
Subsidiary	has the meaning given in Division 6 of Part 1.2 of the Corporations Act, provided that an entity will also be taken to be a Subsidiary of another entity if it is controlled by that entity (as 'control' is defined in section 50AA of the Corporations Act) and, without limitation: 1 a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and 2 an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation.
Superior Proposal	a bona fide Qoria Competing Proposal, which did not result from a breach by Qoria of any of its obligations under clause 13 of this deed, that the Qoria Board, acting in good faith, and after receiving written advice from its external legal advisers and its Financial Adviser, determines would, if completed substantially in accordance with its terms, result or be reasonably likely to result in a transaction that is more favourable to Qoria Shareholders (as a whole) than the Transaction (or, if applicable, than the Transaction as amended or varied by agreement between the parties following application of the matching right set out in clause 13.4), in each case taking into account all terms and conditions and other aspects

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Term	Meaning
	of the Qoria Competing Proposal (including, but not limited to, any timing considerations, any conditions precedent, the identity of the proponent or other matters affecting the probability of the Qoria Competing Proposal being completed) and of the same in respect of the Transaction.
Takeovers Panel	the Australian Takeovers Panel.
Tax Act	the *Income Tax Assessment Act 1997* (Cth) and the *Income Tax Assessment Act 1936* (Cth).
Third Party	a person other than: 1 Aura, its Related Bodies Corporate and its other Associates; or 2 Qoria, its Related Bodies Corporate and its other Associates, as applicable.
Third Party Consent	the waiver, consent or agreement, in a form reasonably satisfactory to Aura or Qoria (as the case may be), from the relevant counterparty to any Qoria Material Contract or Aura Material Contract (as the case may be) and which if not provided results or could result in such agreement or arrangement being terminated, cancelled, rescinded, varied, amended, modified, or any action being taken or arising thereunder, in each case as a result of a Qoria Group Member entering this deed, an Aura Group Member entering into this deed, a Qoria Group Member performing its obligations under this deed or an Aura Group Member performing its obligations under this deed, any public announcement or public disclosure of the Transaction or the implementation of the Transaction.
Timetable	the indicative timetable for the implementation of the Transaction set out in the Disclosure Letter or such other indicative timetable as the parties agree in writing or as may be required by ASX.
Trade Controls	means (a) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered, or enforced by the U.S. government, including the Arms Export Control Act (22 U.S.C. § 1778), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701–1706), Section 999 of the Internal Revenue Code, the U.S. customs laws at Title 19 of the U.S. Code, the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801-4861), the International Traffic in Arms Regulations (22 C.F.R. Parts 120–130), the Export Administration Regulations (15 C.F.R. Parts 730-774), the U.S. customs regulations at 19 C.F.R.

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Term	Meaning
	Chapter 1, and the Foreign Trade Regulations (15 C.F.R. Part 30); and (b) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered or enforced by any other country, except to the extent inconsistent with U.S. law.
Trading Day	has the meaning given in the Listing Rules.
Transaction	the acquisition of the Scheme Shares by Aura through implementation of the Scheme in accordance with the terms of this deed.
Unmarketable Parcel Shareholder	has the meaning set out in the Scheme.
US GAAS	the generally accepted auditing standards in the United States of America as established by the American Institute of Certified Public Accountants (AICPA).
US Securities Act	U.S. Securities Act of 1933.

2 Interpretation

2.1 Interpretation

In this deed:

(a) headings and bold type are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and the plural includes the singular;

(c) words of any gender include all genders;

(d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;

(e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency, as well as an individual;

(f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to this deed;

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(g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);

(h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;

(i) a reference to '$', 'A$' or 'dollar' is to the lawful currency of Australia;

(j) a reference to 'US$' is to the lawful currency of the United States of America;

(k) a reference to any time is, unless otherwise indicated, a reference to that time in Western Australia;

(l) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1 of this Schedule 2, has the same meaning when used in this deed;

(m) a reference to a party to a document includes that party's successors and permitted assignees;

(n) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(p) a reference to a body (including an institute, association or authority), other than a party to this deed, whether statutory or not:

(1) which ceases to exist; or

(2) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(q) a reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

(r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

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

(t) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(u) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party; and

(v) a reference to something being "reasonably likely" (or to a similar expression) is a reference to that thing being more likely than not to occur when assessed objectively.

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2.2 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

2.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2.4 Listing requirements included as law

A listing rule or business rule of a securities exchange will be regarded as a law, and a reference to such a rule is to be taken to be subject to any waiver or exemption granted to a party.

2.5 Obligation to use best or reasonable endeavours

A reference to a party using or obligation on a party to use its best endeavours or reasonable endeavours or all reasonable endeavours does not oblige that party to:

(a) pay money:

  (1) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing); or

  (2) in circumstances that are commercially onerous or unreasonable in the context of this deed;

(b) provide other valuable consideration to or for the benefit of any person; or

(c) agree to commercially onerous or unreasonable conditions.

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HERBERT SMITH FREEHILLS KRAMER

Schedule 3

Aura Representations and Warranties

Aura represents and warrants to Qoria (in its own right and separately as trustee or nominee for each of the other Qoria Indemnified Parties) that:

(a) **Aura Information**: the Aura Information contained in the Listing Prospectus and provided for inclusion in the Scheme Booklet will, as at the date the Listing Prospectus is lodged with ASIC or the date the Scheme Booklet is registered by ASIC (as the case may be):

(1) be accurate in all material respects; and

(2) not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion being honestly held and formed on a reasonable basis), including by way of omission from that statement;

(b) **basis of Aura Information**: the Aura Information:

(1) will be prepared and provided to Qoria in good faith and on the understanding that Qoria and each other Qoria Indemnified Party will rely on that information for the purposes of preparing the Scheme Booklet and determining to proceed with the Transaction; and

(2) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60, other ASIC Regulatory Guides, applicable Takeovers Panel guidance notes and the Listing Rules,

and all information provided by or on behalf of Aura to the Independent Expert will be prepared and provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report;

(c) **new information**: it will, as a continuing obligation:

(1) (but in respect of the Qoria Information, only to the extent that Qoria provides Aura with updates to the Qoria Information), ensure that the Listing Prospectus or any other SEC or exchange required filing (including the S-1 Registration Statement) is updated or supplemented to include all further or new information which Aura is aware that arises after the Listing Prospectus or such other document, has been issued until the date that the Aura Quotation Securities are quoted on the ASX, to ensure that the Listing Prospectus and such other document is not misleading or deceptive (including by way of omission); and

(2) provide to Qoria all further or new information which Aura is aware of that arises after the Scheme Booklet has been despatched to Qoria Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Aura Information is not misleading or deceptive (including by way of omission);

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(d) **validly existing – Aura**: Aura is a validly existing corporation incorporated under the laws of its place of incorporation;

(e) **validly existing - general**: each member of the Aura Group is (i) duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its formation, and has full corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted and as currently proposed to be conducted and (ii) duly qualified or licensed as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of the properties and assets occupied, owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have an Aura Material Adverse Change;

(f) **Securities Purchase Agreements:**

(1) Aura has, by the date of this deed (but prior to the parties executing this deed), delivered to Qoria true, complete and correct copies, including all exhibits, schedules or amendments thereto, of the fully executed Securities Purchase Agreements, pursuant to which the investor parties thereto have committed, upon the terms and subject to the conditions set forth therein, to invest in Aura the cash amounts set forth in the applicable Securities Purchase Agreement;

(2) as at the date of this deed, none of the Securities Purchase Agreements have been amended or modified;

(3) as at the date of this deed, the respective commitments contained in the Securities Purchase Agreements have not been withdrawn, terminated or rescinded in any respect;

(4) there are no conditions precedent or other contractual contingencies between Aura and the other parties to the Securities Purchase Agreements related to the funding of the full amount of the Capital Raise, other than as expressly set forth in the applicable Securities Purchase Agreements or as may be required pursuant to applicable law; and

(5) to the knowledge of Aura, no event has occurred that, with or without notice, lapse of time or both, would constitute a material default on the part of Aura under any term or condition of the Securities Purchase Agreements;

(g) **authority**:

(1) the Aura Stockholder Consent, executed by the Aura Stockholders constituting the Aura Stockholder Approval will, subject to and conditioned upon the execution and delivery of this deed by the parties hereto, be effective under the DGCL and Aura's organizational documents in accordance with its terms immediately after the entry into this deed by the parties hereto, and such Aura Stockholder Consent has not been varied, replaced, withdrawn or otherwise lapsed or ceased to have effect;

(2) except for the Aura Board Approval and the Aura Stockholder Approval, no other corporate proceedings on the part of Aura are necessary to authorize the execution, delivery or performance of this deed, the Deed Poll or the Scheme;

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(3) except for the Aura Stockholder Approval, no vote of the holders of any securities of Aura or any of its Subsidiaries is necessary to approve and adopt this deed, the Deed Poll or the Scheme; and

(4) this deed has been duly executed and delivered by Aura and, assuming due execution and delivery by the other party hereto, this deed constitutes the legal, valid and binding obligations of Aura, enforceable against the Aura;

(h) **power**: it has full capacity, corporate power and lawful authority to execute, deliver and perform this deed and to carry out the transactions contemplated by this deed (subject, in each case to the terms and conditions of this deed and of those transactions);

(i) **no default**: neither this deed nor the carrying out by Aura of the transactions contemplated by this deed (subject, in each case to the terms and conditions of this deed and of those transactions) does or will conflict with or result in the breach of or a default under:

(1) any provision of the Charter or the Aura Bylaws; or

(2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it or any other Aura Group Member is bound,

and it is not otherwise bound by any material agreement that would prevent or restrict it from entering into or performing this deed (subject to the terms and conditions of this deed);

(j) **deed binding**: this deed is a valid and binding obligation of Aura, enforceable subject to, and in accordance with, (as applicable) its terms and conditions;

(k) **capital structure**: its capital structure, as at the date of this deed, including the issued amount of each class of Aura Common Stock, Aura Preferred Stock, Aura Equity Incentives, and any other securities or rights to be issued with securities as at the date of this deed (if any), is as set out in Schedule 6. All of the aforesaid shares or other equity or ownership interests set out in Schedule 6 have been offered, sold and delivered by Aura in compliance in all material respects with all applicable federal and state securities laws. Except as set forth on Schedule 6, the Charter, the Amended and Restated Voting Agreement, dated as of August 8, 2024, by and among Aura and the stockholders of Aura named therein, the Amended and Restated Investors' Rights Agreement, dated as of August 8, 2024, by and among Aura and the stockholders of Aura named therein, or as contemplated by this deed: (i) there are no outstanding obligations (of Aura or any of its Subsidiaries) to issue, sell or transfer or repurchase, redeem or otherwise acquire, or that relate to the holding, voting or disposition of, or that restrict the transfer of, the issued or unissued capital stock or other equity or ownership interests of Aura or any of its Subsidiaries; and (ii) other than as contemplated by this deed, Aura has not issued or agreed to issue any shares of capital stock or other equity or ownership interest, option, warrant or interest convertible into or exchangeable or exercisable for the purchase of shares of capital stock or other equity or ownership interests of Aura, any stock appreciation right, phantom stock, or similar interest in the ownership or profits of Aura or any of its Subsidiaries or other equity equivalent or equity based award or right, or any bond, debenture or other indebtedness having the right to vote as equity securities or that are convertible or exchangeable for equity securities having the right to vote. No shares of capital stock or other equity or ownership interests of Aura have been issued in violation in any material respect of the certificate of incorporation or

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bylaws or equivalent organizational documents of Aura or any contract, agreement, commitment or arrangement to which Aura is party;

(l) **interest**: the Aura Disclosure Materials set out full details of any material company, partnership, trust, joint venture (whether incorporated or unincorporated) or other enterprise in which Aura or another Aura Group Member owns or otherwise holds any interest;

(m) **Insolvency Event or regulatory action**: no Insolvency Event has occurred in relation to it or another Aura Group Member, nor has any regulatory action of any nature of which it is aware been taken that would reasonably be likely to prevent or restrict its ability to fulfil its obligations under this deed, under the Deed Poll or under the Scheme;

(n) **compliance**: each member of the Aura Group has complied in all material respects with all Australian and foreign laws and regulations applicable to them and orders of Australian and foreign Government Agencies having jurisdiction over them;

(o) **Aura Disclosure Materials**: at date of this deed:

(1) it has collated and prepared all of the Aura Disclosure Materials in good faith for the purposes of a due diligence process (but which process does not include due diligence on information of commercial or competitive sensitivity) and in this context, as far as Aura is aware, the Aura Disclosure Materials have been collated with all reasonable care and skill;

(2) it has not knowingly omitted anything from the Aura Disclosure Materials that would be material to an assessment of the financial position or performance of the business of the Aura Group taken as a whole; and

(3) as far as Aura is aware, the information contained in the Aura Disclosure Materials is accurate in all material respects and not misleading in any material respect (including by omission);

(p) **all information**: it is not aware of any information relating to the Aura Group or its respective businesses or operations (having made reasonable enquiries) as at the date of this deed that has or could reasonably be expected to have a materially adverse effect on the Aura Group (or comprise an Aura Material Adverse Change) that has not been disclosed in the Aura Disclosure Materials;

(q) **not misleading:** as far as Aura is aware, all information it has provided to the Independent Expert, as contemplated by clause 6.4(f), or otherwise to Qoria, is accurate in all material respects and not misleading, and it has not omitted any information required to make the information provided to the Independent Expert or Qoria not misleading;

(r) **material licences**: the Aura Group has, as at the date of this deed, all material licences, authorisations and permits necessary for it to conduct the business of the Aura Group as it is being conducted as at the date of this deed, and no member of the Aura Group:

(1) is, as at the date of this deed, in material breach of, or default under, any such licence, authorisation or permit; or

(2) has, as at the date of this deed, received any notice in respect of the termination, revocation, variation or non-renewal of any such licence, authorisation or permit;

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(s) **Aura Material Contracts**:

(1) the Aura Disclosure Materials contain true and accurate copies of all Aura Material Contracts;

(2) each Aura Material Contract was entered into in the ordinary course of business and is on arm's length terms and is valid, binding and enforceable against the parties to it in accordance with its terms; and

(3) each Aura Group Member has materially complied with all Aura Material Contracts to which it is a party, it not currently in default under any Aura Material Contract and nothing has occurred which is (or would, following the giving of notice or the lapse of time or both, be) an event of default by an Aura Group Member which would give another party a termination right or a right to accelerate any material right or obligation under any such Aura Material Contract;

(t) **employment arrangements:** details of all equity incentive arrangements, awards or certified agreements, enterprise agreements, workplace agreements or other collective agreements in respect of employees of Aura Group Members as at the date of this deed and the material terms of all employment, consulting, severance or similar agreements or arrangements, including any employment contracts, with any officer, director, other executive or employee of the Aura Group Members as at the date of this deed have been Fairly Disclosed in the Aura Disclosure Materials (including details of applicable compensation and benefits);

(u) **insurance:**

(1) the Aura Disclosure Materials contain accurate particulars of all current material insurance policies and cover notes taken out in respect of each Aura Group Member as at the date of this deed (**Aura Insurance Policy**);

(2) each Aura Insurance Policy is in full force and effect and in accordance with its terms and all applicable premiums have been paid and, to the best of Aura's knowledge, no fact, matter or circumstance exists which would render any such Aura Insurance Policy void, voidable or unenforceable in any material respect;

(3) as far as Aura is aware, there are no material outstanding claims made by an Aura Group Member or any person on their behalf under an Aura Insurance Policy or an insurance policy previously held by an Aura Group Member; and

(4) as far as Aura is aware, no Aura Group Member is in material breach, nor would be in material breach but for the requirements of notice or lapse of time or both, of any Aura Insurance Policy and, as at the date of this deed, all material notifications and disclosures required to have been made by an Aura Group Member under an Aura Insurance Policy have been made;

(v) **employee benefit plans:**

(1) **U.S. Plan compliance**: each material Plan has been established, maintained, funded and operated in all material respects in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code. Except as would not be material to the Aura Group Member taken as a whole, Aura and each of its Subsidiaries have performed all obligations required to be performed

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by it and is not in any respect in default under or in violation under any Plan, nor does Aura have any knowledge of any such default or violation by any other party to any Plan. All material contributions, premiums and other payments required to be made with respect to any material Plan have been made on or before their due dates, except as would not be material to the Aura Group, and all material contributions, premiums and other payments not yet required to be made with respect to any Plan as of the date hereof have been properly accrued for on Aura's financial statements;

(2) **provision of materials concerning plans**: the Aura Disclosure Materials contain accurate particulars of all material Plans and, with respect to each material Plan, Aura has furnished or made available to Qoria an accurate copy of as applicable (i) each trust or other funding instrument or arrangement, (ii) each summary plan description and summary of material modifications, and other similar material written communications (or a written description of any material oral communications), (iii) the three most recently filed Internal Revenue Service ("IRS") Form 5500 and (iv) any material non-routine communications with any Government Agency during the past three years;

(3) **absence of certain U.S. Plans**: neither Aura nor any of its ERISA Affiliates has ever sponsored, maintained, administered, contributed to or been required to contribute to or incurred, or have or would reasonably be expected to have any liability (contingent or otherwise) with respect to: (i) a "multiemployer plan" (within the meaning of Section 3(37) of ERISA), (ii) an "employee pension benefit plan", within the meaning of Section 3(2) of ERISA that is subject to Title IV of ERISA or Section 412 of the Code, (iii) a "multiple employer plan" as defined in Section 413 of the Code, (iv) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), or (v) a "voluntary employees' beneficiary association" (as defined in Section 501(c)(9) of the Code). Except as required by applicable laws, no Plan provides retiree or post-employment medical, disability, life insurance or other welfare benefits to any current or Aura Group Member employee, officer, director or consultant (or their applicable beneficiary or dependent);

(4) **foreign benefit plan compliance**: with respect to each Plan not subject to the laws of the United States (a "Foreign Benefit Plan"), (i) to Aura's knowledge each such Foreign Benefit Plan intended to qualify for favourable tax treatment under applicable laws meets all the requirements for such treatment from the applicable Government Agency, (ii) if such Foreign Benefit Plan is required to be registered, it has been registered and has been maintained in good standing in all material respects with the applicable regulatory authorities, and (iii) each such Foreign Benefit Plan that is required to be funded or book reserved is funded or book reserved, as appropriate, in all material respects accordance with applicable laws;

(5) **golden parachute payments**: neither the execution or delivery of this deed nor the consummation of the Scheme contemplated hereby could (either alone or in conjunction with any other event), directly or indirectly, result in any amount or benefit paid or payable to a current or former employee, officer, director or consultant (or their applicable beneficiary or dependent), in each case of an Aura Group Member,

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individually or in the aggregate, constituting an "excess parachute payment," as defined in Section 280G(b)(1) of the Code;

(6) **nonqualified deferred compensation compliance**: each Plan or Foreign Benefit Plan that provides for payments and/or benefits that could constitute "nonqualified deferred compensation" subject to Section 409A of the Code has been and is in compliance in all material documentary and operational respects with Section 409A of the Code, such that no additional taxes, penalties or interest have been or could reasonably be expected to be due and owing in respect of such Plan, or any payments or benefits thereunder, in each case under Section 409A;

(7) **tax gross-ups**: no Aura Group Member has any obligation to "gross-up", reimburse or otherwise indemnify any current or former employee, officer, director or consultant (or any of their dependents or beneficiaries) for any tax, including under Sections 409A, 457A or 4999 of the Code or any similar foreign or local tax;

(w) **Labour and employment matters:**

(1) **compliance with US labour laws:** each Aura Group Member is in compliance in all material respects with all applicable laws respecting employment, including discrimination or harassment in employment, terms and conditions of employment, termination of employment, wages, overtime classification, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, employment practices and classification of employees, consultants and independent contractors. Aura is not engaged in any unfair labour practice, as defined in the U.S. National Labor Relations Act or other applicable laws the violation of which would have an Aura Material Adverse Change. No material unfair labour practice or labour charge or complaint is pending or, to Aura's knowledge, threatened against any Aura Group Member before the U.S. National Labor Relations Board, the U.S. Equal Employment Opportunity Commission or any other Government Agency;

(2) **labour unions; labour relations:** no Aura Group Member is a party to any labour or collective bargaining contract or similar agreement with a labour representative body, works council or similar body that pertains to employees or other service providers of any Aura Group Member. There are no, and during the past five years prior to the date of this deed have been no, organizing activities or collective bargaining arrangements that would materially affect the Aura Group as a whole pending or under discussion with any labour organization or group of employees or other service providers of any Aura Group Member. There is no, and during the past five years prior to the date of this deed there has been no, material labour dispute, strike, controversy, slowdown, work stoppage or lockout pending or, to the best of Aura's knowledge, threatened against or affecting any Aura Group Member, nor is there any basis for any of the foregoing; and

(3) **bonus payments**: no Aura Group Member has agreed to make or pay any bonuses, discretionary remuneration, payment or benefit to its current or former employees, directors, officers or contractors in connection with or conditional upon the outcome of the Transaction and neither the execution or delivery of this deed nor the consummation of the Transaction (either alone or in combination with

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any other event) could, directly or indirectly, accelerate the time of payment, or cause or otherwise require the funding or vesting, or increase the amount or value, of any compensation or benefits due to any current or former employee, officer, director or consultant (or any of their dependents or beneficiaries), or limit or restrict the right of any Aura Group Member to merge, amend or terminate any Plan, in each case which has not been Fairly Disclosed in the Aura Disclosure Materials or required or expressly permitted by this deed, the Scheme or the transactions contemplated by either;

(x) **no regulatory approvals**: no Aura Group Member requires any approval, consent, clearance, waiver, ruling, relief, confirmation, exemption, declaration or notice from any Government Agency in order to execute and perform its obligations pursuant to this deed, other than the Regulatory Approvals;

(y) **tax**: the Aura Group has complied in all material respects with all applicable tax and stamp duty laws;

(z) **litigation and enforcement**: as far as Aura is aware, as at the date of this deed, there are no current material actions, suits, arbitrations or legal or administrative proceedings against any member of the Aura Group and, as far as Aura is aware as at the date of this deed:

(1) there are no (i) current, pending or threatened material claims, disputes or demands, or (ii) pending or threatened material actions, suits, arbitrations or legal or administrative proceedings, in each case against any member of the Aura Group; and

(2) no member of the Aura Group is the specific focus of any material formal investigation by a Government Agency (not being an industry-wide investigation);

(aa) **encumbrances**: other than any Security Interest disclosed in the Aura Disclosure Materials, there is no Security Interest over all or any of the Aura Group's present or future assets or revenues;

(bb) **financial statements**: as far as Aura is aware, there has not been any event, change, effect or development that would require Aura to restate Aura's financial statements for the year ended 31 December 2024, and Aura's financial statements for the year ended 31 December 2024:

(1) were prepared in accordance with United States generally accepted accounting principles in all material respects;

(2) give a true and fair view of the financial position and the assets and liabilities of the Aura Group in all material respects; and

(3) are not intentionally misleading or deceptive in any material respect or so far as Aura is aware, omit to state a material fact that would make such statements not misleading or deceptive in any material respect;

(cc) **New Aura CDIs and New Aura Shares**: the New Aura CDIs and the New Aura Shares to be issued in accordance with clause 5.2 and the terms of the Scheme will be duly authorised and validly issued, fully paid and non-assessable and free of all security interests and other third party rights and will rank equally with all other Aura Shares then on issue;

(dd) **IT systems:** the Aura Group's information technology system, including all hardware and software:

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(1) is sufficient for Aura and Aura Group's current and projected business model;

(2) has been maintained pursuant to appropriate maintenance and support agreements;

(3) has not suffered from any material security breach, breakdown or disruption in the two (2) years prior to the date of this deed;

(4) is functioning in compliance with all applicable specifications;

(5) is not defective and does not contain viruses or any other malicious, harmful code or vulnerability that in each case distorts or could distort its proper functioning or could permit unauthorised access;

(6) is supported by appropriate procedures to secure and protect the confidentiality of all data stored in it, including to prevent the introduction of viruses into, or the unauthorised access of, the system; and

(7) is owned or validly licensed by it or another member of the Aura Group;

(ee) **Data security and breaches:** each Aura Group Member operates appropriate technical and organisational measures in order to prevent the unlawful processing of personal data and unauthorised access to or use of personal data, or against accidental loss or destruction of, or damage to, personal data held by the Aura Group Member, and:

(1) during the 4 year period prior to the date of this deed, no Aura Group Member has experienced any unauthorised access to, disclosure, deletion or other misuse of, any personal data in its possession or control; and

(2) each Aura Group Member is in compliance with all applicable data security and privacy laws;

(ff) **Data entry and privacy:**

(1) in collecting and storing any data concerning its customers or otherwise, each Aura Group Member has materially complied with all applicable terms of use, privacy policies, contractual obligations, applicable laws, including privacy laws, and has obtained any consents, or made any disclosures necessary to ensure such material compliance;

(2) the Aura Group has in place commercially reasonable levels of protection regarding data security and privacy for both the business of the Aura Group and its own internal administration, and administrative, technical and physical safeguards are, in each case, in material compliance with all applicable material contractual obligations and applicable laws; and

(3) there have been no material security breaches or violations of any security policy or other material unauthorised access to the Aura Group's IT systems;

(gg) **Intellectual property:** each Aura Group Member owns, licenses or legally possesses and is entitled to use, all Intellectual Property necessary to carry on the business now operated by the Aura Group Member in all material respects; and no Aura Group Member has received any written notice or is otherwise aware of any infringement of or conflict with asserted rights of others with

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respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interests of an Aura Group Member therein;

(hh) **Sanctions and Trade Controls**: no Aura Group Member:

(1) is a Sanctioned Person, or has engaged in transactions, dealings, or activities that might reasonably be expected to cause an Aura Group Member to become a Sanctioned Person;

(2) since April 24, 2019, has violated Sanctions in any material respect, or has been the subject of or otherwise involved in an investigation or enforcement action by any Government Agency with respect to any actual or alleged violations of Sanctions; or

(3) during the five year period prior to the date of this deed, has violated Trade Controls in any material respect, or has been the subject of or otherwise involved in an investigation or enforcement action by any Government Agency with respect to any actual or alleged violations of Trade Controls; and

(ii) **No Relevant Interest or dealings**: no Aura Group Member nor any of its Associates:

(1) has any Relevant Interest in, or a right to acquire, any securities in Qoria or any other Qoria Group Member (whether issued or not or held, or to be held, by any Aura Group Member or an Associate of any of them or not); or

(2) has entered into any agreement or arrangement that confers rights or interests the economic effect of which is equivalent or substantially equivalent to holding, acquiring or disposing of securities in any Qoria Group Member or of any assets of any Qoria Group Member (including cash-settled derivative contracts, contracts for difference or other derivative contracts).

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HERBERT SMITH FREEHILLS KRAMER

Schedule 4

Qoria Representations and Warranties

Qoria represents and warrants to Aura (in its own right and separately as trustee or nominee for each of the other Aura Indemnified Parties) that:

(a) **Qoria Information**: the Qoria Information contained in the Scheme Booklet and provided for inclusion in the Listing Prospectus will, as at the date the Scheme Booklet is registered by ASIC or the date the Listing Prospectus is lodged with ASIC (as the case may be):

(1) be accurate in all material respects; and

(2) not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion being honestly held and formed on a reasonable basis), including by way of omission from that statement;

(b) **basis of Qoria Information**: the Qoria Information:

(1) will be prepared and included in the Scheme Booklet and will be prepared and provided to Aura for inclusion in the Listing Prospectus, in good faith and on the understanding that Aura and each other Aura Indemnified Party will rely on that information for the purposes of determining to proceed with the Transaction and Aura Listing; and

(2) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60, applicable Takeovers Panel guidance notes and the Listing Rules,

and all information provided by or on behalf of Qoria to the Independent Expert will be prepared and provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report;

(c) **new information**: it will, as a continuing obligation:

(1) (but in respect of the Aura Information and Merged Group Information, only to the extent that Aura provides Qoria with updates to the Aura Information and Merged Group Information), ensure that the Scheme Booklet is updated or supplemented to include all further or new information which Qoria is aware of that arises after the Scheme Booklet has been despatched to Qoria Shareholders until the date of the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive (including by way of omission); and

(2) provide Aura all further or new Qoria Information which Qoria is aware of that arises after the Listing Prospectus has been despatched to Aura investors until the allotment of Aura securities under the Listing Prospectus, or all further or new Qoria Information which Qoria is aware of that arises in relation to any other SEC or exchange required filing (including the S-1 Registration Statement), which is necessary to ensure that the Qoria Information in the Listing Prospectus or in any other SEC or exchange required filing (including the S-1 Registration

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Statement) is not misleading or deceptive (including by way of omission);

(d) **validly existing – Qoria**: Qoria is a validly existing corporation registered under the laws of its place of incorporation;

(e) **validly existing - general**: each member of the Qoria Group is (i) duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its formation, and has full corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted and as currently proposed to be conducted and (ii) duly qualified or licensed as a foreign entity to do business, and is in good standing, in each jurisdiction where the character of the properties and assets occupied, owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for any such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have a Qoria Material Adverse Change;

(f) **authority**: the execution and delivery of this deed by Qoria has been properly authorised by all necessary corporate action of Qoria, and Qoria has taken or will take all necessary corporate action to authorise the performance of this deed and the transactions contemplated by this deed (subject, in each case to the terms and conditions of this deed and of those transactions);

(g) **power**: it has full capacity, corporate power and lawful authority to execute, deliver and perform this deed and to carry out the transactions contemplated by this deed (subject, in each case to the terms and conditions of this deed and of those transactions);

(h) **no default**: neither this deed nor the carrying out by Qoria of the transactions contemplated by this deed (subject, in each case to the terms and conditions of this deed and of those transactions) does or will conflict with or result in the breach of or a default under:

(1) any provision of Qoria's constitution; or

(2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it or any other Qoria Group Member is bound,

and it is not otherwise bound by any material agreement that would prevent or restrict it from entering into or performing this deed (subject to the terms and conditions of this deed);

(i) **deed binding**: this deed is a valid and binding obligation of Qoria, enforceable subject to, and in accordance with, (as applicable) its terms and conditions;

(j) **continuous disclosure**: as at the date of this deed, Qoria is in compliance in all material respects with its continuous disclosure obligations under Listing Rule 3.1 and, as at the date of this deed, other than for this Transaction and the other matters contained in this deed or the accompanying announcement to the ASX, it is not relying on the carve-out in Listing Rule 3.1A to withhold any material information from public disclosure;

(k) **capital structure**: its equity capital structure as at 29 January 2026, including the number of securities issued in each class of Qoria Shares and Qoria Equity Incentives, and any other securities as at the date of this deed, was as set out in Schedule 5 and it has not issued or granted (or agreed to issue or grant) any other securities, options, warrants, performance rights or other instruments which may convert into Qoria Shares other than as contemplated in this deed.

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No shares of capital stock or other equity or ownership interests of Qoria have been issued in violation in any material respect of any rights, agreements, arrangements or commitments under any provision of applicable law, the certificate of incorporation or bylaws or equivalent organizational documents of Qoria or any contract, agreement or arrangement to which Qoria is party;

(l) **interest**: the Qoria Disclosure Materials set out full details of any material company, partnership, trust, joint venture (whether incorporated or unincorporated) or other enterprise in which Qoria or another Qoria Group Member owns or otherwise holds any interest;

(m) **Insolvency Event or regulatory action**: no Insolvency Event has occurred in relation to it or another Qoria Group Member, nor has any regulatory action of any nature of which it is aware been taken that would reasonably be likely to prevent or restrict its ability to fulfil its obligations under this deed or under the Scheme;

(n) **compliance**: each member of the Qoria Group has complied in all material respects with all Australian and foreign laws and regulations applicable to them and orders of Australian and foreign Government Agencies having jurisdiction over them;

(o) **Qoria Disclosure Materials**: at date of this deed:

(1) it has collated and prepared all of the Qoria Disclosure Materials in good faith for the purposes of a due diligence process (but which process does not include due diligence on information of commercial or competitive sensitivity) and in this context, as far as Qoria is aware, the Qoria Disclosure Materials have been collated with all reasonable care and skill;

(2) it has not knowingly omitted anything from the Qoria Disclosure Materials that would be material to an assessment of the financial position or performance of the business of the Qoria Group taken as a whole; and

(3) as far as Qoria is aware, the information contained in the Qoria Disclosure Materials is accurate in all material respects and not misleading in any material respect (including by omission);

(p) **all information**: it is not aware of any information relating to the Qoria Group or its respective businesses or operations (having made reasonable enquiries) as at the date of this deed that has or could reasonably be expected to give rise to a Qoria Material Adverse Change that has not been disclosed in an announcement by Qoria to ASX or in the Qoria Disclosure Materials;

(q) **not misleading**: as far as Qoria is aware, all information it has provided to the Independent Expert, as contemplated by clause 6.3(t), or otherwise to Aura, is accurate in all material respects and not misleading, and it has not omitted any information required to make the information provided to the Independent Expert or Aura not misleading;

(r) **material licences**: the Qoria Group has, as at the date of this deed, all material licences, authorisations and permits necessary for it to conduct the business of the Qoria Group as it is being conducted as at the date of this deed, and no member of the Qoria Group:

(1) is, as at the date of this deed, in material breach of, or default under, any such licence, authorisation or permit; or

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(2) has, as at the date of this deed, received any notice in respect of the termination, revocation, variation or non-renewal of any such licence, authorisation or permit;

(s) **Qoria Material Contracts**:

(1) the Qoria Disclosure Materials contain true and accurate copies of all Qoria Material Contracts;

(2) each Qoria Material Contract was entered into in the ordinary course of business and is on arm's length terms and is valid, binding and enforceable against the parties to it in accordance with its terms; and

(3) each Qoria Group Member has materially complied with all Qoria Material Contracts to which it is a party, it not currently in default under any Qoria Material Contract and nothing has occurred which is (or would, following the giving of notice or the lapse of time or both, be) an event of default by a Qoria Group Member which would give another party a termination right or a right to accelerate any material right or obligation under any such Qoria Material Contract;

(t) **director recommendations**: on or prior to the date of this deed, each member of the Qoria Board has advised Qoria in writing that he or she intends to make the recommendations and voting intention statements contemplated in clause 6.7;

(u) **employment arrangements**: details of all equity incentive arrangements, awards or certified agreements, enterprise agreements, workplace agreements or other collective agreements in respect of employees of Qoria Group Members as at the date of this deed and the material terms of all employment, consulting, severance or similar agreements or arrangements, including any employment contracts, with any officer, director, other executive or employee of Qoria Group Members as at the date of this deed have been Fairly Disclosed in the Qoria Disclosure Materials (including details of applicable compensation and benefits);

(v) **insurance**:

(1) the Qoria Disclosure Materials contain accurate particulars of all current material insurance policies and cover notes taken out in respect of each Qoria Group Member as at the date of this deed (**Qoria Insurance Policy**);

(2) each Qoria Insurance Policy is in full force and effect and in accordance with its terms and all applicable premiums have been paid and, to the best of Qoria's knowledge, no fact, matter or circumstance exists which would render any such Qoria Insurance Policy void, voidable or unenforceable in any material respect;

(3) as far as Qoria is aware, there are no material outstanding claims made by a Qoria Group Member or any person on their behalf under a Qoria Insurance Policy or an insurance policy previously held by a Qoria Group Member; and

(4) as far as Qoria is aware, no Qoria Group Member is in material breach, nor would be in material breach but for the requirements of notice or lapse of time or both, of any Qoria Insurance Policy and, as at the date of this deed, all material notifications and disclosures required to have been made by a Qoria Group Member under a Qoria Insurance Policy have been made;

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(w) **employee benefit plans:**

(1) **Qoria U.S. Plan compliance**: each Qoria U.S. Plan has been established, maintained, funded and operated in all material respects in accordance with its terms and the requirements of all applicable laws, including ERISA and the Code. Except as would not be material to the Qoria Group Member taken as a whole, Qoria and each of its Subsidiaries have performed all obligations required to be performed by it and is not in any respect in default under or in violation under any Qoria U.S. Plan, nor does Qoria have any knowledge of any such default or violation by any other party to any Qoria U.S. Plan. All material contributions, premiums and other payments required to be made with respect to any Qoria U.S. Plan have been made on or before their due dates, except as would not be material to the Qoria Group, and all material contributions, premiums and other payments not yet required to be made with respect to any Qoria U.S. Plan as of the date hereof have been properly accrued for on Qoria's financial statements;

(2) **provision of materials concerning plans**: the Qoria Disclosure Materials contain accurate particulars of all material Qoria U.S. Plans and, with respect to each Qoria U.S. Plan, Qoria has furnished or made available to Aura an accurate copy of as applicable (i) each trust or other funding instrument or arrangement, (ii) each summary plan description and summary of material modifications, and other similar material written communications (or a written description of any material oral communications), (iii) the three most recently filed Internal Revenue Service ("IRS") Form 5500 and (iv) any material non-routine communications with any Government Agency during the past three years;

(3) **absence of certain U.S. Plans**: neither Qoria nor any of its ERISA Affiliates has ever sponsored, maintained, administered, contributed to or been required to contribute to or incurred, or have or would reasonably be expected to have any liability (contingent or otherwise) with respect to: (i) a "multiemployer plan" (within the meaning of Section 3(37) of ERISA), (ii) an "employee pension benefit plan", within the meaning of Section 3(2) of ERISA that is subject to Title IV of ERISA or Section 412 of the Code, (iii) a "multiple employer plan" as defined in Section 413 of the Code, (iv) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA), or (v) a "voluntary employees' beneficiary association" (as defined in Section 501(c)(9) of the Code). Except as required by applicable laws, no Qoria U.S. Plan provides retiree or post-employment medical, disability, life insurance or other welfare benefits to any current or Qoria Group Member employee, officer, director or consultant (or their applicable beneficiary or dependent);

(4) **foreign benefit plan compliance**: with respect to each Qoria U.S. Plan not subject to the laws of the United States (a "Foreign Benefit Plan"), (i) to Qoria's knowledge each such Foreign Benefit Plan intended to qualify for favourable tax treatment under applicable laws meets all the requirements for such treatment from the applicable Government Agency, (ii) if such Foreign Benefit Plan is required to be registered, it has been registered and has been maintained in good standing in all material respects with the applicable regulatory authorities, and (iii) each such Foreign Benefit Plan that is required to

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be funded or book reserved is funded or book reserved, as appropriate, in all material respects accordance with applicable laws;

(5) **golden parachute payments**: neither the execution or delivery of this deed nor the consummation of the Scheme contemplated hereby could (either alone or in conjunction with any other event), directly or indirectly, result in any amount or benefit paid or payable to a current or former employee, officer, director or consultant (or their applicable beneficiary or dependent), in each case of a Qoria Group Member, individually or in the aggregate, constituting an "excess parachute payment," as defined in Section 280G(b)(1) of the Code;

(6) **nonqualified deferred compensation compliance**: each Qoria U.S. Plan or Foreign Benefit Plan that provides for payments and/or benefits that could constitute "nonqualified deferred compensation" subject to Section 409A of the Code has been and is in compliance in all material documentary and operational respects with Section 409A of the Code, such that no additional taxes, penalties or interest have been or could reasonably be expected to be due and owing in respect of such Qoria U.S. Plan, or any payments or benefits thereunder, in each case under Section 409A;

(7) **tax gross-ups**: no Qoria Group Member has any obligation to "gross-up", reimburse or otherwise indemnify any current or former employee, officer, director or consultant (or any of their dependents or beneficiaries) for any tax, including under Sections 409A, 457A or 4999 of the Code or any similar foreign or local tax;

(x) **Labour and employment matters:**

(1) **compliance with US labour laws:** each Qoria Group Member is in compliance in all material respects with all applicable laws respecting employment, including discrimination or harassment in employment, terms and conditions of employment, termination of employment, wages, overtime classification, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, employment practices and classification of employees, consultants and independent contractors. Qoria is not engaged in any unfair labour practice, as defined in the U.S. National Labor Relations Act or other applicable laws the violation of which would have a Qoria Material Adverse Change. No material unfair labour practice or labour charge or complaint is pending or, to Qoria's knowledge, threatened against any Qoria Group Member before the U.S. National Labor Relations Board, the U.S. Equal Employment Opportunity Commission or any other Government Agency;

(2) **labour unions; labour relations:** no Qoria Group Member is a party to any labour or collective bargaining contract or similar agreement with a labour representative body, works council or similar body that pertains to employees or other service providers of any Qoria Group Member. There are no, and during the past five years prior to the date of this deed have been no, organizing activities or collective bargaining arrangements that would materially affect the Qoria Group as a whole pending or under discussion with any labour organization or group of employees or other service providers of any Qoria Group Member. There is no, and during the past five years prior to the date of this deed there has been no, material labour dispute, strike, controversy, slowdown, work stoppage or lockout pending or, to the

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best of Qoria's knowledge, threatened against or affecting any Qoria Group Member, nor is there any basis for any of the foregoing; and

(3) **bonus payments**: no Qoria Group Member has agreed to make or pay any bonuses, discretionary remuneration, payment or benefit to its current or former employees, directors, officers or contractors in connection with or conditional upon the outcome of the Transaction and neither the execution or delivery of this deed nor the consummation of the Transaction (either alone or in combination with any other event) could, directly or indirectly, accelerate the time of payment, or cause or otherwise require the funding or vesting, or increase the amount or value, of any compensation or benefits due to any current or former employee, officer, director or consultant (or any of their dependents or beneficiaries), or limit or restrict the right of any Qoria Group Member to merge, amend or terminate any Qoria U.S. Plan, in each case which has not been Fairly Disclosed in the Qoria Disclosure Materials or required or expressly permitted by this deed, the Scheme or the transactions contemplated by either;

(y) **no regulatory approvals**: no Qoria Group Member requires any approval, consent, clearance, waiver, ruling, relief, confirmation, exemption, declaration or notice from any Government Agency in order to execute and perform its obligations pursuant to this deed, other than the Regulatory Approvals;

(z) **tax**: the Qoria Group has complied in all material respects with all applicable tax and stamp duty laws;

(aa) **no contravention of Corporations Act or Listing Rules**: as far as Qoria is aware, during the 2 year period prior to the date of this deed, neither ASIC nor ASX has made a written determination against any member of the Qoria Group for any material contravention of the requirements of the Corporations Act or the Listing Rules or any rules, regulations or regulatory guides under the Corporations Act or the Listing Rules;

(bb) **litigation and enforcement**: as far as Qoria is aware, as at the date of this deed, there are no current material actions, suits, arbitrations or legal or administrative proceedings against any member of the Qoria Group and, as far as Qoria is aware as at the date of this deed:

(1) there are no (i) current, pending or threatened material claims, disputes or demands, or (ii) pending or threatened material actions, suits, arbitrations or legal or administrative proceedings, in each case against any member of the Qoria Group; and

(2) no member of the Qoria Group is the specific focus of any material formal investigation by a Government Agency (not being an industry-wide investigation);

(cc) **encumbrances**: other than any Security Interest disclosed in the Qoria Disclosure Materials, there is no Security Interest over all or any of the Qoria Group's present or future assets or revenues;

(dd) **financial statements**: as far as Qoria is aware, there has not been any event, change, effect or development that would require Qoria to restate Qoria's financial statements in its annual report for the financial year ended 30 June 2025, and Qoria's financial statements in its annual report for the financial year ended 30 June 2025:

(1) comply, in all material respects, with applicable statutory requirements, and they were prepared in accordance with the

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Corporations Act, the applicable accounting standards and all other applicable laws and regulations;

(2) give a true and fair view of the financial position and the assets and liabilities of the Qoria Group in all material respects; and

(3) are not intentionally misleading or deceptive in any material respect or so far as Qoria is aware, omit to state a material fact that would make such statements not misleading or deceptive in any material respect;

(ee) **IT systems:** The Qoria Group's information technology system, including all hardware and software:

(1) is sufficient for Qoria and Qoria Group's current and projected business model;

(2) has been maintained pursuant to appropriate maintenance and support agreements;

(3) has not suffered from any material security breach, breakdown or disruption in the two (2) years prior to the date of this deed;

(4) is functioning in compliance with all applicable specifications;

(5) is not defective and does not contain viruses or any other malicious, harmful code or vulnerability that in each case distorts or could distort its proper functioning or could permit unauthorised access;

(6) is supported by appropriate procedures to secure and protect the confidentiality of all data stored in it, including to prevent the introduction of viruses into, or the unauthorised access of, the system; and

(7) is owned or validly licensed by it or another member of the Qoria Group;

(ff) **Data security and breaches:** Each Qoria Group Member operates appropriate technical and organisational measures in order to prevent the unlawful processing of personal data and unauthorised access to or use of personal data, or against accidental loss or destruction of, or damage to, personal data held by the Qoria Group Member, and:

(1) during the 4 year period prior to the date of this deed, no Qoria Group Member has experienced any unauthorised access to, disclosure, deletion or other misuse of, any personal data in its possession or control; and

(2) each Qoria Group Member is in compliance with all applicable data security and privacy laws;

(gg) **Data entry and privacy:**

(1) in collecting and storing any data concerning its customers or otherwise, each Qoria Group Member has materially complied with all applicable terms of use, privacy policies, contractual obligations, applicable laws, including privacy laws, and has obtained any consents, or made any disclosures necessary to ensure such material compliance;

(2) the Qoria Group has in place commercially reasonable levels of protection regarding data security and privacy for both the business of the Qoria Group and its own internal administration, and administrative, technical and physical safeguards are, in each case, in

material compliance with all applicable material contractual obligations and applicable laws; and

(3) there have been no material security breaches or violations of any security policy or other material unauthorised access to the Qoria Group's IT systems;

(hh) **Intellectual property:** Each Qoria Group Member owns, licenses or legally possesses and is entitled to use, all Intellectual Property necessary to carry on the business now operated by the Qoria Group Member in all material respects; and no Qoria Group Member has received any written notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interests of a Qoria Group Member therein;

(ii) **Sanctions and Trade Controls**: No Qoria Group Member:

(1) is a Sanctioned Person, or has engaged in transactions, dealings, or activities that might reasonably be expected to cause a Qoria Group Member to become a Sanctioned Person;

(2) since April 24, 2019, has violated Sanctions in any material respect, or has been the subject of or otherwise involved in an investigation or enforcement action by any Government Agency with respect to any actual or alleged violations of Sanctions;

(3) during the five year period prior to the date of this deed, has violated Trade Controls in any material respect, or has been the subject of or otherwise involved in an investigation or enforcement action by any Government Agency with respect to any actual or alleged violations of Trade Controls; and

(jj) **ASX Announcements**: as far as Qoria is aware, no information it has provided in any announcements made to ASX in the previous 2 years prior to the date of this deed was misleading or deceptive in any material respect (or if it was, that was subsequently corrected by one or more further ASX announcements).

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Schedule 5

Qoria details

Qoria Limited (ACN 167 509 177)

Security	Total number on issue
Qoria Shares	1,354,229,404
Qoria Equity Incentives	as at 29 January 2026, comprising: • Qoria Deferred Consideration Rights: 11,666,667 • Qoria Options, comprising: – 7,000,000 Options (QORAD) with an exercise price of A$0.60 and expiring 31 January 2026; – 4,741,848 Options (QORAZ) with nil exercise price and expiring 30 June 2027; – 3,000,000 Options (QORAAA) each with an exercise price of A$0.36 and expiring 30 June 2027; – 625,000 Options (QORAC) each with an exercise price of A$0.36 and expiring 30 June 2028; and – 1,295,688 Options (QORAB) with nil exercise price and expiring 30 June 2028, which collectively are capable of being converted into 16,662,536 Qoria Shares. • Qoria Performance Rights: 73,261,925 • Qoria Warrants: 16,045,408

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Schedule 6

Aura details

Aura Consolidated Group, Inc.

Security	Total number on issue
Aura Shares	21,131,286, comprising 20,943,786 issued and outstanding and 187,500 issued treasury shares
Aura Preferred Shares	95,398,407 issued and outstanding, comprising: • Series A1 Preferred: 13,240,090; • Series A-2 Preferred: 18,792,859; • Series B Preferred: 1,088,950; • Series C Preferred: 30,333,645; • Series C-1 Preferred: 0; • Series D Preferred: 872,278; • Series E Preferred: 10,767,857; • Series F Preferred: 11,581,918; and • Series G Preferred: 8,720,810.
Aura Equity Incentives	36,577,909, comprising: • Aura Options: 26,221,954 Options with various exercise prices and expiry dates, which collectively are capable of being converted into 26,221,954 Aura Shares; and • Aura Warrants: 10,355,955, which collectively are exercisable into 10,355,955 Aura Shares. Aura Convertible Note: as set out in the Disclosure Letter.

HERBERT SMITH
FREEHILLS
KRAMER

Signing page

Executed as a deed

Signed sealed and delivered by
Aura Consolidated Group, Inc.
in the presence of

Seal

sign here ► [redacted]
Authorised signatory

print name HARI KANCHANDRAN

sign here ► [redacted]
Witness

print name Blake Cunneen

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Signed sealed and delivered by
Qoria Limited (ACN 167 509 177)
by

sign here ▶ [redacted]
Company ~~Secretary~~/Director

print name PETER PAWLOWITSCH

sign here ▶ [redacted]
Director

print name TIM LEVY

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Attachment 1

Scheme of arrangement

Attached

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HERBERT SMITH FREEHILLS KRAMER

Scheme of Arrangement

Qoria Limited (ACN 167 509 177)

Scheme Shareholders

ANZ Tower 161 Castlereagh Street Sydney NSW 2000 Australia
GPO Box 4227 Sydney NSW 2001 Australia
T +61 2 9225 5000 **F** +61 2 9322 4000
hsfkramer.com

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HERBERT SMITH FREEHILLS KRAMER

Scheme of arrangement – share scheme

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties:

Qoria Limited (ACN 167 509 177) (**Qoria**) of Level 3, 45 St Georges Terrace, Perth, WA, Australia, 6000

The Scheme Shareholders

1 Definitions, interpretation and scheme components

1.1 Definitions

Schedule 1 contains definitions used in this Scheme.

1.2 Interpretation

Schedule 1 contains interpretation rules for this Scheme.

1.3 Scheme components

This Scheme includes each schedule to it.

2 Preliminary matters

(a) Qoria is a public company limited by shares, registered in Western Australia, Australia, and has been admitted to the official list of the ASX.

(b) Aura is a corporation registered in Delaware, United States of America.

(c) If this Scheme becomes Effective:

(1) Aura must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and

(2) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5, on the Implementation Date all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Aura and Qoria will enter

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the name of Aura in the Share Register in respect of the Scheme Shares,

in each case on the terms and conditions as provided in the relevant clauses below in this Scheme.

(d) Qoria and Aura have agreed, by executing the Implementation Deed, to implement this Scheme.

(e) This Scheme attributes actions to Aura but does not itself impose an obligation on it to perform those actions. Aura has agreed, by executing the Deed Poll, to (among other things) perform the actions attributed to it under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

3 Conditions

3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect unless and until, the satisfaction of each of the following conditions precedent:

(a) as at 8:00am on the Second Court Date, all the conditions precedent set out in clause 3.1 of the Implementation Deed (other than the Later Conditions and the condition in clause 3.1(e) (*Court approval*) of the Implementation Deed) have been satisfied or (if permitted) waived in accordance with the terms of the Implementation Deed;

(b) as at 8:00am on the Second Court Date, neither the Implementation Deed nor the Deed Poll have been terminated in accordance with their terms;

(c) the Court approves this Scheme in accordance with paragraph 411(4)(b) of the Corporations Act (including (if applicable) with any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by Aura and Qoria) and the Court notes that Aura and Qoria intend to rely on the Court's approval of this Scheme for the purposes of qualifying for an exemption from the registration requirements of the US Securities Act;

(d) such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to by Aura and Qoria have been satisfied or waived;

(e) the Later Conditions being satisfied or (if permitted) waived in accordance with the terms of the Implementation Deed; and

(f) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme have come into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date Qoria and Aura agree in writing in accordance with the Implementation Deed).

3.2 Certificate

(a) Qoria and Aura will each provide to the Court on the Second Court Date a certificate in a form agreed by Qoria and Aura, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge)

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whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived (but in the case of the condition precedent in clause 3.1(a) only in respect of those conditions in clause 3.1 of the Implementation Deed (other than the Later Conditions and the condition in clause 3.1(e) (*Court approval*) of the Implementation Deed) included for that party's (Aura or Qoria, as applicable) benefit).

(b) The certificates referred to in clause 3.2(a) constitute conclusive evidence (in the absence of manifest error) that such conditions precedent were satisfied, waived or taken to be waived.

3.3 Effective Date

Subject to clauses 3.1 and 3.4, this Scheme will take effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

3.4 End Date

Without limiting any rights under the Implementation Deed, this Scheme will lapse and be of no further force or effect if:

(a) the Effective Date does not occur on or before the End Date; or

(b) one or both of the Implementation Deed or the Deed Poll is terminated in accordance with its terms before this Scheme becomes Effective,

unless Qoria and Aura otherwise agree in writing (and if required, as approved by the Court).

4 Implementation of this Scheme

4.1 Lodgement of Court orders with ASIC

If the conditions precedent set out in clause 3.1 of this Scheme (other than the condition precedent in clause 3.1(f) of this Scheme) are satisfied, Qoria must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order made under section 411(4)(b) of the Corporations Act approving this Scheme as soon as possible after such order is made and in any event by 5.00pm on the first Business Day after the day on which that order is made (or such later time as agreed in writing by Aura and Qoria).

4.2 Transfer of Scheme Shares

Subject to this Scheme becoming Effective, on the Implementation Date:

(a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Aura, without the need for any further act by any Scheme Shareholder (other than acts performed by Qoria or its directors, officers and secretaries as attorney and agent for Scheme Shareholders under clause 8.5), by:

(1) Qoria delivering to Aura a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by Qoria, for registration; and

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(2) Aura duly executing the Scheme Transfer as transferee, attending to the stamping of the Scheme Transfer (if required) and delivering it to Qoria for registration; and

(b) immediately following receipt of the duly executed Scheme Transfer in accordance with clause 4.2(a)(2), but subject to the stamping of the Scheme Transfer (if required), Qoria must enter, or procure the entry of, the name of Aura in the Share Register as the registered holder of all the Scheme Shares transferred to Aura in accordance with this Scheme.

4.3 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer of the Scheme Shares to Aura under this Scheme:

(a) each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares held by them on the Scheme Record Date in accordance with clause 5 of this Scheme; and

(b) Aura must provide, or procure the provision of, the Scheme Consideration to Scheme Shareholders (or the Sale Agent as applicable) in accordance with clause 5.

5 Scheme Consideration

5.1 Provision of Scheme Consideration

Aura must, subject to the remainder of this clause 5:

(a) issue to CDN to be held on trust that number of New Aura Shares that will enable CDN to issue New Aura CDIs as provided for by clause 5.1(c) on the Implementation Date;

(b) procure that on the Implementation Date the name and address of CDN is entered into the Aura Register in respect of those New Aura Shares and that on or before the date that is 5 Business Days after the Implementation Date a share certificate or holding statement (or equivalent document) in the name of CDN representing those New Aura Shares is sent to CDN;

(c) procure that on the Implementation Date, CDN issues to (and Aura also records the issue to):

(1) each Scheme Shareholder (except for any Ineligible Foreign Shareholder and Non-Electing Unmarketable Parcel Shareholder) the number of New Aura CDIs to which it is entitled as Scheme Consideration under this Scheme; and

(2) (where required by clause 5.3 (but subject to clause 5.4)) the Sale Agent the number of New Aura CDIs required to be issued to the Sale Agent pursuant to clause 5.3;

(d) procure that on the Implementation Date, the name of each Scheme Shareholder (and, as applicable under clause 5.3 (but subject to clause 5.4), the Sale Agent) is entered in the records maintained by CDN (and is entered in the register of Aura CDI holders maintained by the Aura Share Registry) as the holder of the New Aura CDIs issued to that Scheme Shareholder (or, as applicable, the Sale Agent) on the Implementation Date;

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(e) in the case of each Scheme Shareholder who held Scheme Shares on the CHESS subregister (or who did hold, prior to the operation of clause 8.2(a)(5) their Scheme Shares on the CHESS subregister) – procure that the New Aura CDIs are held on the CHESS subregister on the Implementation Date and sending or procuring the sending of a New Aura CDI holding statement to each Scheme Shareholder which sets out the number of New Aura CDIs held on the CHESS subregister by that Scheme Shareholder; and

(f) in the case of each Scheme Shareholder who held Scheme Shares on the issuer sponsored subregister – procure that the New Aura CDIs are held on the issuer sponsored subregister on the Implementation Date and sending or procuring the sending of a New Aura CDI holding statement to each Scheme Shareholder which sets out the number of New Aura CDIs held on the issuer sponsored subregister by that Scheme Shareholder.

5.2 Joint holders

In the case of Scheme Shares held in joint names:

(a) the New Aura CDIs to be issued under this Scheme must be issued to and registered in the names of the joint holders in the same order as the holders' names appear in the Share Register;

(b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Qoria, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and

(c) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of Qoria, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

5.3 Ineligible Foreign Shareholders and Unmarketable Parcel Shareholders

(a) Aura will be under no obligation to issue any New Aura CDIs under this Scheme to any Ineligible Foreign Shareholder or any Non-Electing Unmarketable Parcel Shareholder, and instead:

(1) subject to clauses 5.4, 5.5 and 5.7, Aura must, on or before the Implementation Date, issue those New Aura CDIs which would otherwise be required to be issued to the Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders under this Scheme to the Sale Agent (**Relevant CDIs**);

(2) Aura must procure that as soon as reasonably practicable on or after the Implementation Date (and in any event within 20 Business Days after the New Aura CDIs become capable of being traded on the ASX), the Sale Agent, in consultation with Aura sells, or procures the sale, on-market on the ASX of all the Relevant CDIs issued to the Sale Agent and remits to Aura the proceeds of the sale (after deduction of any applicable brokerage, stamp duty, currency conversion costs and other costs, taxes and charges of the Sale Agent, in each case reasonably incurred in connection with the sale of the Relevant CDIs) (**Proceeds**); and

(3) subject to clause 5.3(e), promptly after receiving the Proceeds in respect of the sale of all of the Relevant CDIs, Aura must pay, or procure the payment, to each Ineligible Foreign Shareholder and each

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Non-Electing Unmarketable Parcel Shareholder, of the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

A = (B ÷ C) x D

where

A = the amount to be paid to the relevant Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable);

B = the number of Relevant CDIs that would otherwise have been issued to that Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) had it not been an Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) and which were instead issued to the Sale Agent;

C = the total number of Relevant CDIs which would otherwise have been issued to all Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders collectively and which were instead issued to the Sale Agent; and

D = the Proceeds (as defined in clause 5.3(a)(2)).

(b) Aura and Qoria each acknowledge that the payment of cash to Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders in lieu of issuing New Aura CDIs to such Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders is being done to comply with applicable law and to avoid the expense and inconvenience to Aura that would otherwise be caused by the issuance of New Aura CDIs to Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders. For U.S. federal income tax purposes, Aura and Qoria agree to treat any such cash payments to Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders as though (i) New Aura CDIs were issued to such Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders and then (ii) such New Aura CDIs were sold on behalf of such Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders in taxable transactions.

(c) Each Ineligible Foreign Shareholder and Non-Electing Unmarketable Parcel Shareholder (i) consents to the appointment of the Sale Agent to sell New Aura CDIs on its behalf and (ii) acknowledges that it shall be treated as the legal and beneficial owner of the New Aura CDIs sold by the Sale Agent on its behalf. The Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders further acknowledge that none of Aura, Qoria or the Sale Agent gives any assurance or representation as to the price that will be achieved for the sale of the New Aura CDIs described in clause 5.3(a) (or the amount of Proceeds to be received by Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders). Each of Qoria, Aura and the Sale Agent expressly disclaim any fiduciary duty to the Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders which may arise in connection with this clause 5.3.

(d) Aura must make, or procure the making of, payments to Ineligible Foreign Shareholders and Non-Electing Unmarketable Parcel Shareholders under clause 5.3(a) by either (in the absolute discretion of Aura, and despite any election referred to in clause 5.3(d)(1) or authority referred to in clause 5.3(d)(2) made or given by the Scheme Shareholder):

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(1) if an Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Qoria Registry to receive dividend payments from Qoria by electronic funds transfer to a bank account nominated by the Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable), paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;

(2) paying or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) by an appropriate authority from the Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) to Qoria; or

(3) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).

(e) Proceeds payable under clause 5.3(a) to Ineligible Foreign Shareholders or Non-Electing Unmarketable Parcel Shareholders with a Registered Address in New Zealand will be paid to a bank account nominated by that Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) in the manner contemplated by clause 5.3(d)(1) or clause 5.3(d)(2) or other appropriate authority provided by the relevant Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) to Qoria. If an Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) with a Registered Address in New Zealand has not nominated a bank account for receipt of payments, Aura may hold payment of the proceeds owed to that Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) under clause 5.3(a) until a valid bank account has been nominated by an appropriate authority from the Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) to Aura or Qoria.

(f) If Aura receives professional advice that any withholding or other tax is required by law or by a Government Agency to be withheld from a payment to an Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable), Aura is entitled to withhold the relevant amount before making the payment to the Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) (and payment of the reduced amount shall be taken to be full payment of the relevant amount for the purposes of this Scheme, including clause 5.3(a)(3)). Aura must pay any amount so withheld to the relevant taxation authorities within the time permitted by law, and, if requested in writing by the relevant Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable), provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable).

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(g) Each Ineligible Foreign Shareholder and each Non-Electing Unmarketable Parcel Shareholder appoints Aura as its agent to receive on its behalf any financial services guide (or similar or equivalent document) or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Shareholders or Non-Electing Unmarketable Parcel Shareholders (as applicable) under the Corporations Act or any other applicable law.

(h) Payment of the amount 'A' calculated in accordance with clause 5.3(a) to an Ineligible Foreign Shareholder or Non-Electing Unmarketable Parcel Shareholder (as applicable) in accordance with this clause 5.3 satisfies in full the Ineligible Foreign Shareholder's or Non-Electing Unmarketable Parcel Shareholder's (as applicable) right to Scheme Consideration.

(i) Where the issue of New Aura CDIs to which a Scheme Shareholder would otherwise be entitled under this Scheme would result in a breach of applicable law or of a provision of the organisational documents of Aura:

(1) Aura will issue the maximum possible number of New Aura CDIs to the Scheme Shareholder without giving rise to such a breach; and

(2) any further New Aura CDIs to which that Scheme Shareholder is entitled, but the issue of which to the Scheme Shareholder would give rise to such a breach, will instead be issued to the Sale Agent and dealt with under the preceding provisions in this clause 5.3, as if a reference to Ineligible Foreign Shareholders also included that Scheme Shareholder and references to that person's New Aura CDIs in that clause were limited to the further New Aura CDIs issued to the Sale Agent under this clause.

5.4 Opt-out by Unmarketable Parcel Shareholders

An Unmarketable Parcel Shareholder may elect that the provisions of clause 5.3 not be applied to them by validly completing and returning before the Scheme Record Date an election form available on request from the Qoria Registry, in which case they will receive the Scheme Consideration on implementation of the Scheme, subject to the terms of this Scheme.

5.5 Fractional entitlements and share splitting

(a) Where the calculation of the number of New Aura CDIs to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a New Aura CDI, the fractional entitlement will be rounded as follows:

(1) if the fractional entitlement is less than 0.5, it will be rounded down to the nearest whole number of New Aura CDIs; and

(2) if the fractional entitlement is equal to or more than 0.5, it will be rounded up to the nearest whole number of New Aura CDIs.

(b) In the event that the number of New Aura CDIs to be issued to a particular Scheme Shareholder is rounded pursuant to clause 5.5(a), then the number of New Aura Shares to be issued to CDN pursuant to this Scheme in respect of those particular New Aura CDIs also must be rounded in the same way, in order to ensure that there is one New Aura Share per New Aura CDI, in each case issued pursuant to this Scheme.

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(c) If Aura and Qoria are of the opinion (acting reasonably) that two or more Scheme Shareholders (each of which holds a number of Scheme Shares that results in a fractional entitlement to Scheme Consideration) have, before the Scheme Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to the rounding, then Aura and Qoria must consult in good faith to determine whether such matters have arisen and if agreement is reached between Aura and Qoria following such consultation, Aura may give notice to those Qoria Shareholders:

(1) setting out the names and Registered Addresses of all of them;

(2) stating that opinion; and

(3) attributing to one of them specifically identified in the notice the Scheme Shares held by all of them,

and, after such notice has been given then solely for the purpose of calculating entitlements to Scheme Consideration pursuant to this Scheme:

(4) the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares will, for the purposes of this Scheme and the Deed Poll, be taken to hold all of those Scheme Shares and each of the other Scheme Shareholders whose names and Registered Addresses are set out in the notice will, for the purposes of this Scheme and the Deed Poll, be taken to hold no Scheme Shares; and

(5) Aura, in complying with the other provisions of this Scheme and the Deed Poll relating to it in respect of the Scheme Shareholder specifically identified in the notice as the deemed holder of all the specified Scheme Shares, will be taken to have satisfied and discharged its obligations to the other Scheme Shareholders named in the notice under the terms of this Scheme and the Deed Poll.

5.6 Unclaimed monies

(a) A cheque issued under this clause 5 may be cancelled if the cheque:

(1) is returned to Qoria or Aura (as applicable); or

(2) has not been presented for payment within six months after the date on which the cheque was sent.

(b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Qoria or Aura (as applicable) or to the Qoria Registry or Aura Registry (as applicable) (which request may not be made until the date which is at least 10 Business Days after the Implementation Date), Qoria or Aura (as applicable) must reissue or procure the reissuance of a cheque that was previously cancelled under this clause 5.6.

(c) The *Unclaimed Money Act* 1990 (WA) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of the *Unclaimed Money Act* 1990 (WA)).

5.7 Orders of a court or Government Agency

If written notice is given to Qoria (or the Qoria Registry) or Aura (or the Aura Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

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(a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by Qoria in accordance with this clause 5, then Aura must procure that provision of that consideration is made in accordance with that order or direction; or

(b) prevents Aura from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment or issuance of such consideration is otherwise prohibited by applicable law, Qoria or Aura shall be entitled to (as applicable):

(1) where the relevant Scheme Shareholder is an Ineligible Foreign Shareholder or a Non-Electing Unmarketable Parcel Shareholder (as applicable), retain an amount, in Australian currency, equal to the relevant Scheme Shareholder's portion of any Proceeds; and/or

(2) not to issue (or to direct Aura not to issue), or to issue (or to direct Aura to issue) to a trustee or nominee, such number of New Aura CDIs as that Scheme Shareholder would otherwise be entitled to under clause 5.1,

until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by applicable law. To the extent that amounts or New Aura CDIs are so retained or withheld in accordance with this clause 5.7(b), such retained or withheld amounts or New Aura CDIs will be treated for all purposes under this Scheme as having been paid or issued to the person in respect of which such retention and withholding was made, provided that such retained or withheld amounts or New Aura CDIs are actually remitted or issued as required by this clause 5.7(b).

5.8 Status of New Aura Shares

Subject to this Scheme becoming Effective, Aura must (and Aura covenants in favour of Qoria (in its own right and on behalf of the Scheme Shareholders) that Aura will):

(a) issue the New Aura Shares required to be issued under this Scheme on terms such that each such New Aura Share will rank equally in all respects with each existing Aura Share;

(b) ensure that each New Aura Share and New Aura CDI to be issued under this Scheme:

(1) is duly authorised and validly issued, fully paid and non-assessable and free from all Security Interests and other third party rights and will rank equally with all other Aura Shares or Aura CDIs (as applicable) then on issue; and

(2) will be entitled to participate in and receive any dividends or distribution of capital paid and any other entitlements accruing in respect of Aura Shares on and from the Implementation Date; and

(c) use all reasonable endeavours to ensure that such New Aura Shares and New Aura CDIs are quoted on the official list of the ASX, initially on a conditional and deferred settlement basis from the Business Day following the Effective Date (or such later date as required by ASX and acceptable to Qoria (acting reasonably)), and, with effect from the Business Day following the Implementation Date (or such later date as required by ASX and acceptable to Qoria (acting reasonably)), on a normal (T+2) settlement basis.

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6 Dealings in Qoria Shares

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Qoria Shares or other alterations to the Share Register will only be recognised if:

(a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Qoria Shares on or before the Scheme Record Date; and

(b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before the Scheme Record Date at the place where the Share Register is kept,

and Qoria must not accept for registration, nor recognise for any purpose (except a transfer to Aura pursuant to this Scheme and any subsequent transfer by Aura or its successors in title), any transfer or transmission application or other request received after the Scheme Record Date, or received prior to the Scheme Record Date but not in registrable or actionable form, as appropriate.

6.2 Register

(a) Qoria must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 6.1(b) on or before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires Qoria to register a transfer that would result in a Qoria Shareholder holding a parcel of Qoria Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).

(b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will be void and have no effect and Qoria shall be entitled to disregard any such disposal.

(c) For the purpose of determining entitlements to the Scheme Consideration, Qoria must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been provided to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.

(d) Subject to provision of the Scheme Consideration and registration of the transfer of the Scheme Shares to Aura in accordance with this Scheme, all statements of holding for Qoria Shares will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Qoria Shares relating to that entry.

(e) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the second Business Day after the Scheme Record Date, Qoria will ensure that details of the names, Registered Addresses and holdings of Qoria Shares for each Scheme Shareholder as shown in the Share Register are available to Aura in the form Aura reasonably requires.

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7 Quotation of Qoria Shares

(a) After the Court makes the orders under section 411(4)(b) of the Corporations Act approving this Scheme, Qoria must apply to ASX to suspend trading on the ASX in Qoria Shares with effect from the close of trading (on the ASX) on the Effective Date.

(b) On a date after the Implementation Date to be determined by Aura, Qoria must apply:

(1) for termination of the official quotation of Qoria Shares on the ASX; and

(2) to have itself removed from the official list of the ASX.

8 General Scheme provisions

8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

(a) Qoria may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Aura has consented; and

(b) each Scheme Shareholder agrees to any such alterations or conditions which Qoria has consented to.

8.2 Scheme Shareholders' agreements and warranties

(a) Each Scheme Shareholder:

(1) agrees to the transfer of their Scheme Shares together with all rights and entitlements attaching to those Scheme Shares as at the Implementation Date, in accordance with this Scheme;

(2) agrees to the variation, cancellation or modification of the rights attached to their Scheme Shares constituted by or resulting from this Scheme;

(3) agrees to, on the direction of Aura, destroy any holding statements or share certificates relating to their Scheme Shares;

(4) to whom New Aura CDIs are to be issued in accordance with this Scheme agrees to become a member of Aura and to be bound by the terms of the organisational documents of Aura (to the extent applicable);

(5) who holds their Scheme Shares in a CHESS Holding agrees to the conversion of those Scheme Shares to an Issuer Sponsored Holding and irrevocably authorises Qoria to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and

(6) acknowledges and agrees that this Scheme binds Qoria and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).

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(b) Each Scheme Shareholder is taken to have warranted to Qoria and Aura on the Implementation Date, and appointed and authorised Qoria as its attorney and agent to warrant to Aura on the Implementation Date, that:

(1) all their Scheme Shares (including any rights and entitlements attaching to those shares as at the Implementation Date) which are transferred to Aura under this Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind; and

(2) they have full power and capacity to transfer their Scheme Shares to Aura (together with any rights and entitlements attaching to those shares as at the Implementation Date) to Aura under this Scheme.

(c) Qoria undertakes that it will provide such warranty in clause 8.2(b) to Aura on the Implementation Date as agent and attorney of each Scheme Shareholder.

8.3 Title to and rights in Scheme Shares

(a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Aura will, at the time of transfer of them to Aura vest in Aura free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.

(b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5 on the Implementation Date following the Scheme becoming Effective, Aura will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Qoria of Aura in the Share Register as the holder of the Scheme Shares.

8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5, on and from the Implementation Date and until Qoria registers Aura as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

(a) is deemed to have appointed Aura as attorney and agent (and directed Aura in each such capacity) to appoint any director, officer, secretary or agent nominated by Aura as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;

(b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));

(c) must take all other actions in the capacity of a registered holder of Scheme Shares as Aura reasonably directs; and

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(d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Aura and any director, officer, secretary or agent nominated by Aura under clause 8.4(a) may act in the best interests of Aura as the intended registered holder of the Scheme Shares.

8.5 Authority given to Qoria

Each Scheme Shareholder, without the need for any further act by the Scheme Shareholder:

(a) on the Effective Date, irrevocably appoints Qoria and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Aura, and Qoria undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Aura on behalf of and as agent and attorney for each Scheme Shareholder; and

(b) on the Implementation Date, irrevocably appoints Qoria and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and Qoria accepts each such appointment. Qoria as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

8.6 Instructions and elections

If the Scheme becomes Effective and if not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Shareholder to Qoria that are binding or deemed binding between the Scheme Shareholder and Qoria relating to Qoria or Qoria Shares, including instructions, notifications or elections relating to:

(a) whether dividends are to be paid by cheque or into a specific bank account;

(b) payments of dividends on Qoria Shares; and

(c) notices or other communications from Qoria (including by email),

will be deemed from the time of issue of the Scheme Consideration on the Implementation Date (except to the extent determined otherwise by Aura in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to Aura and to be a binding instruction, notification or election to, and accepted by, Aura in respect of the New Aura CDIs issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to the Aura Registry.

8.7 Binding effect of Scheme

This Scheme binds Qoria and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Qoria.

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9 General

9.1 Stamp duty

Aura:

(a) must pay all duty (including applicable stamp duties, transaction duties and registration duties) and similar charges and any related interest, fees, fines and penalties, in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with this Scheme and the Deed Poll; and

(b) indemnifies each Scheme Shareholder against any liability from Aura's failure to comply with clause 9.1(a).

9.2 Consent

Each of the Scheme Shareholders consents to Qoria doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, Qoria or otherwise.

9.3 Notices

(a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Qoria, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Qoria's registered office or at the office of the Qoria Registry.

(b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Qoria Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9.4 Governing law

(a) This Scheme is governed by the laws in force in Western Australia, Australia.

(b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

9.5 Further action

Qoria must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

9.6 No liability when acting in good faith

Each Scheme Shareholder agrees that neither Qoria nor Aura nor any director, officer, secretary or employee of either of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

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Schedule 1

Definitions and interpretation

1 Definitions

The meanings of the terms used in this Scheme are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
Aura	Aura Consolidated Group, Inc. (2410369) of 1209 N Orange Street Wilmington, DE 19801-1120, United States of America
Aura CDI	a CHESS Depository Interest, being a unit of beneficial ownership in an Aura Share (in the form of a CHESS Depositary Interest) registered in the name of CDN.
Aura Common Stock	a share of common stock of Aura, par value $0.0001 per share.
Aura Preferred Share	has the meaning given in the Implementation Deed.
Aura Register	the register of shareholders maintained by Aura or its agent.
Aura Registry	Computershare Investor Services Pty Ltd ACN 078 279 277 (or any replacement share registry appointed by Aura from time to time, if applicable).
Aura Share	a share of Aura Common Stock.
Business Day	a day which is both:

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Term	Meaning
	1. a business day as defined in the ASX Listing Rules; and 2. not a Saturday, Sunday or public holiday or bank holiday in Western Australia or New York.
CDN	CHESS Depositary Nominees Pty Limited ACN 071 346 506.
CHESS	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
CHESS Holding	has the meaning given in the Settlement Rules.
Corporations Act	the *Corporations Act 2001* (Cth).
Court	the Federal Court of Australia.
Deed Poll	the deed poll, substantially in the form of Attachment 2 of the Implementation Deed, under which (among other things) Aura covenants in favour of the Scheme Shareholders to perform the obligations attributed to Aura under this Scheme.
Disclosure Letter	has the meaning given in the Implementation Deed.
Effective	when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme.
Effective Date	the date on which this Scheme becomes Effective.
End Date	1. 9 months from the date of the Implementation Deed; 2. if any of the conditions precedent in clause 3.1(a) of the Implementation Deed have not been satisfied (and have not been waived in accordance with clause 3.3 of the Implementation Deed, to the extent they can be waived pursuant to clause 3.3 of the Implementation Deed) by the date which is 9 months from the date of the Implementation Deed, 12 months from the date of the Implementation Deed, provided Qoria and Aura agree (each acting reasonably) that there is a reasonable likelihood that the

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Term	Meaning
	outstanding conditions precedent in clause 3.1(a) of the Implementation Deed will be satisfied by such date; or 3. such other date as agreed in writing by Qoria and Aura.
Government Agency	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian.
Implementation Date	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as agreed in writing by Qoria and Aura.
Implementation Deed	the merger implementation deed dated 2 February 2026 between Qoria and Aura relating to the implementation of this Scheme.
Ineligible Foreign Shareholder	a Scheme Shareholder whose address shown in the Share Register on the Scheme Record Date is a place outside Australia and its external territories, New Zealand, the United States and such other jurisdictions agreed in writing by Aura and Qoria, unless Aura determines (after consultation with Qoria) that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New Aura Shares when this Scheme becomes Effective.
Issuer Sponsored Holding	has the meaning given in the Settlement Rules.
Later Conditions	each of the following conditions precedent set out in clause 3.1 of the Implementation Deed: • 3.1(m) (*Aura Preferred shares*); • 3.1(q) (*Securities Act Exemption*); and • 3.1(s) (*Aura Charter Amendment*).
Listing Rules or **ASX Listing Rules**	the official listing rules of ASX.

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Term	Meaning
Marketable Parcel	is a parcel of New Aura Shares having a value of not less than $500 based on the closing price of fully paid ordinary shares of Aura on the ASX as at the Scheme Record Date.
New Aura CDI	a CHESS Depository Interest, being a unit of beneficial ownership in a New Aura Share (in the form of a CHESS Depositary Interest) registered in the name of CDN in accordance with the Settlement Rules, to be issued to Scheme Shareholders under this Scheme.
New Aura Share	an Aura Share to be issued to CDN pursuant to this Scheme, the beneficial ownership in which Aura Share is represented by one New Aura CDI.
Non-Electing Unmarketable Parcel Shareholder	means an Unmarketable Parcel Shareholder who has not, before the Scheme Record Date made the election in clause 5.4.
Operating Rules	the official operating rules of ASX.
Qoria	Qoria Limited ACN 167 509 177 of Level 3, 45 St Georges Terrace, Perth, WA, Australia, 6000.
Qoria Equity Incentives	has the meaning given in the Implementation Deed.
Qoria Incentive Securities Plans	has the meaning given in the Implementation Deed.
Qoria Registry	Computershare Investor Services Pty Ltd ACN 078 279 277 (or any replacement share registry appointed by Qoria from time to time, if applicable).
Qoria Share	a fully paid ordinary share in the capital of Qoria.
Qoria Shareholder	a person who is registered as the holder of one or more Qoria Shares in the Share Register.

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Term	Meaning
Registered Address	in relation to a Qoria Shareholder, the address of that Qoria Shareholder shown in the Share Register as at the Scheme Record Date.
Sale Agent	a person appointed by Aura (which person is acceptable to Qoria, acting reasonably, and if required by ASIC, which person is approved by ASIC) to sell the Scheme Consideration that would otherwise be issued to or for the benefit of Ineligible Foreign Shareholders or Non-Electing Unmarketable Parcel Shareholders under the terms of this Scheme.
Scheme	this scheme of arrangement under Part 5.1 of the Corporations Act between Qoria and the Scheme Shareholders (as amended by Aura and Qoria in writing from time to time (if applicable)), subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Qoria and Aura.
Scheme Consideration	the consideration to be provided by Aura to each Scheme Shareholder for the transfer to Aura of each Scheme Share, being for each Scheme Share held by a Scheme Shareholder as at the Scheme Record Date, the number of New Aura CDIs (and the issue to CDN of the New Aura Shares for which those New Aura CDIs represent the beneficial interests) calculated as follows: $$N = \frac{0.35\ x\ \left(\frac{A}{0.65}\right)}{B}$$ where: **N** is the number of New Aura CDIs per Scheme Share (and the same number of New Aura Shares will be issued per Scheme Share to CDN, for which those New Aura CDIs represent the beneficial interests); **A** is the total number of: 1 Aura Shares on issue on the Scheme Record Date; plus 2 Aura Shares that would be issued assuming the full conversion (as at the Scheme Record Date or in respect of the dividends disclosed in the Disclosure Letter which are payable in the form of additional Aura Shares as may be required in respect of Aura Preferred Shares (and any conversion of Aura preferred stock into Aura Shares effected thereby), the Implementation Date) of any and all dividends, preferred shares, other shares, options, convertible notes, warrants, performance rights, restricted stock, restricted stock units, rights, performance stock units, phantom stock, stock appreciation rights, profits interest, calls, other securities or other agreements or instruments of any kind, which exist on the Scheme Record Date; plus 3 any other Aura Shares agreed in writing between Qoria and Aura.

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Term	Meaning
	B is the total number of: 1 Scheme Shares; plus 2 all of the Qoria Equity Incentives that are either: (i) in existence at the Scheme Record Date; or that (ii) have been cancelled by that time (but after the date of the Implementation Deed), and that are to be replaced with Aura Equity Incentives (in accordance with the agreement of Qoria and Aura in the Disclosure Letter as relevant to fulfilling the condition precedent in clause 3.1(l) (*Qoria convertible securities*)), but excluding (as applicable) the number of Qoria Equity Incentives which is equal to the number of Qoria Shares on issue as at the Scheme Record Date pursuant to the Qoria Incentive Securities Plan trust arrangements which Qoria Shares have not been specifically allocated to any particular Qoria Equity Incentives; plus 3 any Qoria Equity Incentives existing at the date of the Implementation Deed or issued after the date of the Implementation Deed, and that have been cancelled on or before the Scheme Record Date (but after the date of the Implementation Deed) in respect of which arrangements have been put in place by Qoria on or before the Scheme Record Date for them to be settled fully or partially for cash consideration (or net settled) instead of by issuing Qoria Shares. For the purposes of limbs (2) and (3) of 'B' above, if any Qoria Equity Incentive is to convert into or is to be replaced with a number other than one Qoria Share, the number of Qoria Shares into which that Qoria Equity Incentive would convert is the number to be included for the relevant limb. For the purposes of calculating the Scheme Consideration only and where the context requires in the Disclosure Letter, a reference to 'Aura Equity Incentives' or 'Qoria Equity Incentives' includes any securities convertible or exercisable into Aura Shares or Qoria Shares (as the case may be) issued after the date of the Implementation Deed in accordance with the Disclosure Letter.
Scheme Meeting	the meeting of the Qoria Shareholders ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
Scheme Record Date	7.00pm (Sydney, Australia time) on the second Business Day after the Effective Date or such other time and date (after the Effective Date) as ASX requires or Aura and Qoria agree in writing.
Scheme Shareholder	a person registered as a holder of one or more Scheme Shares in the Share Register as at the Scheme Record Date.

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Term	Meaning
Scheme Shares	all Qoria Shares on issue as at the Scheme Record Date.
Scheme Transfer	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Aura as transferee, which may be a master transfer of all or part of the Scheme Shares.
Second Court Date	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving this Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned application or appeal is heard.
Security Interest	has the meaning given in the Implementation Deed.
Settlement Rules	the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.
Share Register	the register of members of Qoria maintained by Qoria or the Qoria Registry in accordance with the Corporations Act.
Unmarketable Parcel Shareholder	a Scheme Shareholder who is not an Ineligible Foreign Shareholder and, based on their holding of Scheme Shares would, on implementation of this Scheme, be entitled to receive less than a Marketable Parcel as Scheme Consideration.
US Securities Act	U.S. Securities Act of 1933, as amended.

2 Interpretation

In this Scheme:

(a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;

(b) the singular includes the plural and the plural includes the singular;

(c) words of any gender include all genders;

(d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;

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(e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;

(f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to this Scheme;

(g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or reenactments of any of them (whether passed by the same or another Government Agency with legal power to do so);

(h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;

(i) a reference to '$', 'A$' or 'dollar' is to the lawful currency of Australia;

(j) a reference to 'US$' is to the lawful currency of the United States of America;

(k) a reference to any time is, unless otherwise indicated, a reference to that time in Western Australia;

(l) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1 of this Schedule 1, has the same meaning when used in this Scheme;

(m) a reference to a party to a document includes that party's successors and permitted assignees;

(n) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;

(o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(p) a reference to a body (including an institute, association or authority), other than a party to this Scheme, whether statutory or not:

(1) which ceases to exist; or

(2) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(q) a reference to an agreement other than this Scheme includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

(r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

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

(t) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and

(u) a reference to the Listing Rules, Operating Rules or the Settlement Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

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3 Interpretation of inclusive expressions

Specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

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HERBERT SMITH FREEHILLS KRAMER

Attachment 2

Deed poll

Attached

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HERBERT SMITH FREEHILLS KRAMER

Deed

Deed Poll

Aura Consolidated Group, Inc.

ANZ Tower 161 Castlereagh Street Sydney NSW 2000 Australia
GPO Box 4227 Sydney NSW 2001 Australia
T +61 2 9225 5000 **F** +61 2 9322 4000
hsfkramer.com

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HERBERT SMITH FREEHILLS KRAMER

Share Scheme Deed Poll

Date ▸

This deed poll is made

By	**Aura Consolidated Group, Inc.** (2410369) of 1209 N Orange Street Wilmington, DE 19801-1120, United States of America (**Aura**)
in favour of	each person registered as a holder of one or more fully paid ordinary shares in Qoria Limited (ACN 167 509 177) (**Qoria**) in the Share Register as at the Scheme Record Date.
Recitals	1 Qoria and Aura entered into the Implementation Deed. 2 In the Implementation Deed, Aura agreed to make this deed poll. 3 Aura is making this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform its obligations under the Implementation Deed and the Scheme.

This deed poll provides as follows:

1 Definitions and interpretation

1.1 Definitions

(a) The meanings of the terms used in this deed poll are set out below.

Term	Meaning
Aura CDI	a CHESS Depository Interest, being a unit of beneficial ownership in an Aura Share (in the form of a CHESS Depositary Interest) registered in the name of CDN, other than a New Aura CDI.

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Term	Meaning
Implementation Deed	the merger implementation deed entered into between Qoria and Aura dated 2 February 2026.
Insolvency Event	in relation to an entity: 1 the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity (other than where the order is set aside within 14 days); 2 a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets; 3 the entity executing a deed of company arrangement; 4 the entity ceases, or threatens to cease, to carry on substantially all of its business conducted by it as at the date of this deed poll; 5 the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation); 6 the entity being deregistered as a company or otherwise dissolved; 7 the entity makes a general assignment, arrangement or composition with, or for the benefit of, creditors; 8 the entity has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; or 9 the entity takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.
Scheme	the scheme of arrangement under Part 5.1 of the Corporations Act between Qoria and the Scheme Shareholders, in the form set out in Attachment 1 (as amended by Aura and Qoria in writing from time to time (if applicable)), subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Aura and Qoria.

(b) Unless the context otherwise requires, terms defined in the Scheme (which are not separately defined in this deed poll) have the same meaning when used in this deed poll.

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1.2 Interpretation

Sections 2, 3 and 4 of Schedule 1 of the Scheme apply to the interpretation of this deed poll, except that references to 'this Scheme' are to be read as references to 'this deed poll'.

1.3 Nature of deed poll

Aura acknowledges and agrees that:

(a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and

(b) under the Scheme, each Scheme Shareholder irrevocably appoints Qoria and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against Aura on behalf of that Scheme Shareholder.

2 Conditions to obligations

2.1 Condition

The obligations of Aura under this deed poll are subject to the Scheme becoming Effective.

2.2 Termination

The obligations of Aura under this deed poll to the Scheme Shareholders will automatically terminate and, subject to clause 2.3, the terms of this deed poll will be of no further force or effect if:

(a) the Implementation Deed is terminated in accordance with its terms before the Scheme becomes Effective; or

(b) the Scheme is not Effective by the End Date,

unless Aura and Qoria otherwise agree in writing.

2.3 Consequences of termination

If this deed poll terminates under clause 2.2, in addition and without prejudice to any other rights, powers or remedies available to Scheme Shareholders:

(a) Aura is released from its obligations to further perform this deed poll; and

(b) each Scheme Shareholder retains the rights, power and remedies they have against Aura in respect of any breach of this deed poll which occurred before it was terminated.

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3 Scheme obligations

3.1 Covenants and undertakings

Subject to clause 2.1, Aura covenants and undertakes in favour of each Scheme Shareholder to:

(a) provide, or procure the provision of, the Scheme Consideration to each Scheme Shareholder in accordance with the terms of the Scheme; and

(b) perform all other actions and obligations, and give each acknowledgement, representation and warranty (if any), attributed to Aura under the Scheme,

in each case, subject to and in accordance with the terms of the Scheme.

3.2 Securities to rank equally

Aura covenants and undertakes in favour of each Scheme Shareholder that:

(a) the New Aura Shares which are issued to CDN, underlying the New Aura CDIs which are issued to each Scheme Shareholder (or the Sale Agent, as applicable), in accordance with the Scheme will:

(1) upon and from their issue, rank equally with all existing Aura Shares on issue at the issue date; and

(2) be issued fully paid and free from any Security Interest; and

(b) the abovementioned New Aura CDIs will:

(1) upon and from their issue, rank equally with all existing Aura CDIs (if any) on issue at the issue date; and

(2) be issued fully paid and free from any Security Interest.

4 Warranties

Aura represents and warrants in favour of each Scheme Shareholder, in respect of itself, that:

(a) it is a corporation duly incorporated and validly existing under the laws of its place of registration;

(b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;

(c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;

(d) this deed poll is legal, valid and binding on Aura and enforceable against Aura in accordance with its terms;

(e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its organisational documents, or any agreement, deed,

instrument, writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound; and

(f) it is not subject to an Insolvency Event.

5 Continuing obligations

This deed poll is irrevocable and, subject to clause 2.1, remains in full force and effect until the earlier of the date on which:

(a) Aura has fully performed its obligations under this deed poll; or

(b) the earlier termination of this deed poll under clause 2.2.

6 Notices

6.1 Form of Notice

A notice or other communication in respect of this deed poll (**Notice**) must be:

(a) in writing and in English; and

(b) addressed to Aura in accordance with the details set out below (or any alternative details nominated by Aura by Notice).

Attention	Bill Lundregan With a copy to: Michael Ziegelaar Alexander Mackinnon Nini Lu
Address	1290 N Orange Street Wilmington, Delaware 19801-1120 United States of America With a copy to: Herbert Smith Freehills Kramer 80 Collins Street, Melbourne VIC 3000
Email address	bill@aura.com With a copy to: Michael.Ziegelaar@hsfkramer.com Alexander.Mackinnon@hsfkramer.com Nini.Lu@hsfkramer.com

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6.2 How Notice must be given and when Notice is received

(a) A Notice must be given by one of the methods set out in the table below.

(b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the nominated email address	The first to occur of: 1 the sender receiving an automated message confirming delivery; or 2 two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.

6.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 6.2).

7 General

7.1 Stamp duty

Aura:

(a) must pay all duty (including applicable stamp duties, transaction duties and registration duties) and similar charges and any related interest, fees, fines and penalties, in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under or in connection with the Scheme and this deed poll; and

(b) indemnifies each Scheme Shareholder against any liability arising from Aura's failure to comply with clause 7.1(a).

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7.2 Governing law and jurisdiction

(a) This deed poll is governed by the law in force in Western Australia, Australia.

(b) Aura irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll.

(c) Aura irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

(d) Aura agrees that a final judgment in any legal proceedings in a court exercising jurisdiction in Western Australia, Australia will be conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by applicable law.

7.3 Waiver

(a) Aura may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.

(b) No Scheme Shareholder may rely on words or conduct of Aura as a waiver of any right unless the waiver is in writing and signed by Aura, as appropriate.

(c) A single or partial exercise by a Scheme Shareholder of a right under or in connection with this deed poll does not prevent another or further exercise of that or another right.

(d) The meanings of the terms used in this clause 7.3 are set out below.

Term	Meaning
conduct	includes failure to exercise a right, partial exercise of a right or a delay in the exercise of a right.
right	any right, power or remedy arising under or in connection with this deed poll and includes the right to rely on this clause.
waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

7.4 Variation

A provision of this deed poll may not be varied unless the variation is agreed to by Qoria (which agreement may be given or withheld without reference to, or approval by, any Qoria Shareholder), in which event Aura will promptly enter into a further deed poll in favour of each Scheme Shareholder giving effect to the variation.

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7.5 Cumulative rights

The rights, powers and remedies of Aura and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

7.6 Assignment

(a) The rights and obligations created by this deed poll are personal to Aura and each Scheme Shareholder and cannot be assigned, encumbered, charged or otherwise dealt with at law or in equity without the prior written consent of Aura and Qoria.

(b) Any purported dealing in contravention of clause 7.6(a) is invalid.

7.7 Further action

Aura must, at their own expense, do all things and execute all documents necessary to give full force and effect to this deed poll and the transactions contemplated by it.

7.8 Service of process

(a) Without preventing any other method of service, Aura irrevocably appoints Herbert Smith Freehills Kramer as its agent for the service of process in Australia in relation to any matter arising out of this deed poll, and Aura irrevocably agrees that any document may be served on Aura by being delivered to or left at the following address:

Herbert Smith Freehills Kramer of 80 Collins Street, Melbourne VIC 3000

Attention:

Michael Ziegelaar
Alexander Mackinnon
Nini Lu

(b) If Herbert Smith Freehills Kramer ceases to be able to act as process agent, Aura undertakes to immediately appoint a new process agent in Australia and deliver to Qoria within 2 Business Days a copy of a written acceptance of appointment by the process agent, upon receipt of which the new appointment becomes effective for the purpose of this deed.

(c) Aura must inform Qoria in writing of any change in the address of its process agent within 2 Business Days of the change.

(d) Aura agrees that failure by its process agent to notify Aura of any document in connection with this deed poll does not invalidate the document concerned.

(e) Aura agrees that service of documents on its process agent is sufficient service on it.

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HERBERT SMITH FREEHILLS KRAMER

Attachment 1

Scheme

[Attached]

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Signing page

Executed as a deed poll

Signed sealed and delivered by

Aura Consolidated Group, Inc.
in the presence of

Seal

sign here ►

Authorised signatory

sign here ►

Witness

print name

print name

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HERBERT SMITH FREEHILLS KRAMER

Attachment 3

Conditions Precedent certificate

Qoria Limited (**Qoria**) and Aura Consolidated Group, Inc. (**Aura**) (each in respect of matters within their own knowledge) certify, confirm and agree that each of the conditions precedent:

1 in clause 3.1 (other than the conditions in clauses 3.1(e) (*Court approval*), 3.1(m) (*Aura Preferred Shares),* 3.1(q) (*Securities Act Exemption*) and 3.1(s) (*Aura Charter Amendment*)) of the merger implementation deed dated [***insert date***] between Qoria and Aura (**MID**) has been [satisfied or waived by the relevant party (or parties) to the MID] in accordance with the terms of the MID; and

2 in clauses 3.1(a) and 3.1(b) of the scheme of arrangement between Qoria and the relevant Qoria shareholders which appears in Annexure [***insert***] of Qoria's scheme booklet dated [***insert date***] has been [satisfied].

This deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. Subject to applicable law, a counterpart may be signed electronically and may be in hard copy or electronic form.

Dated:

Executed as a deed

Signed sealed and delivered by
Aura Consolidated Group, Inc.
in the presence of

Seal

sign here ► _____ *sign here* ► _____
Authorised signatory Witness

print name _____ *print name* _____

Signed sealed and delivered by
Qoria Limited (ACN 167 509 177)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____