

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme CurveBeam AI Limited (**CurveBeam**)

ACN/ARSN 140 706 618

1. Details of substantial holder (1)

Name CurveBeam AI Limited

ACN/ARSN (if applicable) 140 706 618

The holder became a substantial holder on 23 August 2023

2. Details of voting power

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

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Ordinary shares	203,666,762	203,666,762	63.62%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
CurveBeam	Relevant interest arising under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth), being a relevant interest arising as a result of having control over the exercise of the power to dispose of the shares held by the persons that have entered into voluntary escrow arrangements with CurveBeam (in the form of Annexure B hereto) and mandatory ASX restriction deeds (in the form of Annexure C hereto) and ASX restriction notices (in the form of Annexure D hereto), as disclosed in the replacement prospectus issued by CurveBeam dated 28 July 2023 (Prospectus)	201,200,762 ordinary shares
CurveBeam	Restrictions on disposal of securities issued pursuant to the Long-Term Incentive Plan as set out in the Prospectus, which gives CurveBeam a deemed relevant interest in its own shares under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth).	2,466,000 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
CurveBeam	Those holders in Annexure A	Those holders in Annexure A	201,200,762 ordinary shares
CurveBeam	Employees of CurveBeam	Employees of CurveBeam	2,466,000 ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
CurveBeam	23 August 2023	No consideration was given by CurveBeam in relation to the escrow arrangements.		201,200,762 ordinary shares
CurveBeam	N/A – no acquisition within the last four months	N/A	N/A	2,466,000 ordinary shares

6. Associates

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

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

7. Addresses

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

Name	Address
CurveBeam AI Limited	Level 10, 10-16 Queen Street, Melbourne VIC 3000

Signature

print name Gregory Wayne Brown capacity CEO / Director

sign here



Date 29 August 2023

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of “associate” in section 9 of the Corporations Act 2001.
- (3) See the definition of “relevant interest” in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person’s votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of “relevant agreement” in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write “unknown”.
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

ANNEXURE A

LIST OF ESCROWED SHAREHOLDERS

This is Annexure A of 14 pages (including this page) referred to in the Form 603 ('Notice of initial substantial holder') signed by me and dated 29 August 2023.

.....
Signature

Gregory Wayne Brown

.....
Name

CEO / Director

.....
Capacity

No. Name		Address
Voluntary Escrow		
1.	Gregory Wayne Brown	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
2.	Gregory Wayne Brown ATF G W Brown Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
3.	G W Brown Superannuation Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
4.	Robert McG Lilley ATF Robert McG Lilley Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
5.	Waradana M.H. De Silva	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
6.	HDS SMSF Pty Ltd ATF HDS SMSF Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
7.	Arun Singh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
8.	Arun Singh as trustee for the Susmita Singh Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
9.	Susmita Singh as trustee for the Arun Singh Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
10.	Kate Robb	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
11.	S. Turner Dean	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
12.	Stuti Singh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
13.	Vinti Singh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
14.	Seego Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
15.	Ego Seeman, Natalie Seeman, David Seeman and Jason Seeman as trustees for the Seego Employee Provident Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
16.	Ego Seeman	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
17.	Mitcar Nominees Pty Ltd as trustee for the Seeman Reservoir Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
18.	Patchy Rugs Pty Ltd as trustee for the David Seeman Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
19.	Jason Seeman and Liron Seeman	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
20.	Josh Brown & Ruby Brown as trustee for Brown Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
21.	Yu Peng	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
22.	Lan Gao	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
23.	Ura Philip Stephen Auckland	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
24.	Ilwella Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
25.	BNP Paribas Nominees Pty Ltd <DRP>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
26.	J.P. Morgan Nominees Australia Pty Limited ABN 75 002 899 961, acting as nominee for JPMorgan Chase Bank, N.A. (Sydney Branch) ABN 43 074 112 011 is signing this document solely in its capacity as agent for IOOF INVESTMENT SERVICES LIMITED (beneficial owner) by its undersigned attorneys who have not received any notice of revocation of the Power of Attorney dated 16 November 2012	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
27.	KP TMF ASA 2, an exempted company incorporated with limited liability in the Cayman Islands	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
28.	Citicorp Nominees Pty Ltd as custodian for the OneVue Re Services DMP Asset Management	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
29.	HSBC (Medtech) Custody Nominees (Australia) Limited	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
30.	Apex Fund Services Pty Ltd (ACN 118 902 891) as custodian for the Frazis Venture Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
31.	Sinclair Capital Management Limited (formerly known as Combes Investment Management Limited)	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
32.	Capital M Group II, LLC	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
33.	Mainstream Fund Services Pty Ltd as custodian for DMP Small Companies Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
ASX Escrow (Restriction Deed)		
34.	Gregory Wayne Brown	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
35.	Gregory Wayne Brown ATF G W Brown Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
36.	G W Brown Superannuation Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
37.	Robert McG Lilley ATF Robert McG Lilley Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
38.	Waradana M.H. De Silva	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
39.	HDS SMSF Pty Ltd ATF HDS SMSF Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
40.	Arun Singh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
41.	Arun Singh as trustee for the Susmita Singh Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
42.	Susmita Singh as trustee for the Arun Singh Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
43.	Kate Robb	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
44.	Stuti Singh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
45.	Vinti Singh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
46.	Seego Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
47.	Ego Seeman, Natalie Seeman, David Seeman and Jason Seeman as trustees for the Seego Employee Provident Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
48.	Ego Seeman	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
49.	Mitcar Nominees Pty Ltd as trustee for the Seeman Reservoir Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
50.	Patchy Rugs Pty Ltd as trustee for the David Seeman Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
51.	Jason Seeman and Liron Seeman	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
52.	Josh Brown & Ruby Brown as trustee for Brown Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
53.	Yu Peng	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
54.	Aloys Mbala Hikolo	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
55.	UM Commercialisation Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
56.	Ali Ghasemzadeh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
57.	Eleanor Jean Mackie	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
58.	Ann Bohte	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
59.	Holifar Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
60.	Mr Mark Thacker ATF The BlackThack Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
61.	Brisbane Angels Nominees Pty Ltd as Bare Trustee	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
62.	Robert Lilley	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
63.	Mrs Belinda Anne Robinson	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
64.	Vasudha Bhat	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
65.	Ilwella Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
66.	State Street Australia Limited as custodian for the Australian Retirement Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
67.	The Northern Trust Company as custodian for the Mercer Australian Small Companies Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
68.	Citigroup Pty Limited as custodian for the Firetrail Australian Small Companies Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
69.	Citigroup Pty Limited as custodian for the Firetrail Absolute Return Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
ASX Escrow (Restriction Notices)		
70.	Andrea Jane Walton	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
71.	Matthew Richardson ATF Reddy Investment Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
72.	Paul Andrews	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
73.	Ryan Conlon	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
74.	Kenneth Dibbley	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
75.	Mark Dry	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
76.	Joseph Eck	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
77.	Amrita Kar	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
78.	Andrew Kochanasz	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
79.	Uwe and Sigrid Mundry Revocable Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
80.	David Rovner	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
81.	Shiva Shahrampo	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
82.	Frank Speranza	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
83.	Yris Vera	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
84.	Ronald Brown Jr.	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
85.	Sheila Jager	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
86.	Timothy Minch	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
87.	Cesar de Cesar Netto	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
88.	Cameron Dean	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
89.	S. Turner Dean	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
90.	Elaine Joggerst	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
91.	Samantha Irving	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
92.	Sean Brogan	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
93.	L-Innov	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
94.	Francois Lintz	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
95.	Thomas De Groot	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
96.	Kevin Bargoin	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
97.	Pierre Croutzet	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
98.	Gregory C Berlet	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
99.	Antero Mejr	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
100.	Alex Digenova	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
101.	Emmanuel Alcover	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
102.	Jenna Roller	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
103.	Chad Ferguson	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
104.	AJJ-Jackson Limited Partnership	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
105.	Deanja Ventures LLC	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
106.	Kent Ellington	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
107.	Michael Fowlkes	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
108.	Carl Meyer	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
109.	Christopher Meyer	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
110.	Alessio Bernasconi	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
111.	SPFPL Dr. Guillard Investment	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
112.	Raphael Bonnet	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
113.	James Kraft	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
114.	Patrick Calo	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
115.	Philip J. Uihlein Trust Dtd. 12/28/1992	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
116.	Robert E. Weedling Revocable Trust dtd 8/2/2019	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
117.	Malcolm & Judy Irving	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
118.	ST KINE	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
119.	Standing CT	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
120.	Yves Lintz	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
121.	Nicholas Norton	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
122.	Douglas Chalker	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
123.	Lawrence Rooney	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
124.	Grayson Ewing	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
125.	RD Development	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
126.	Chips SA	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
127.	Alvin Hsu	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
128.	Ravinder Dangi	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
129.	Robert Fray	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
130.	Guy Long	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
131.	Martin O'Malley	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
132.	Martinus Richter	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
133.	George Gogiberidze	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
134.	Simone Adams	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
135.	Jeff Schulte	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
136.	Craig Campbell	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
137.	Gregory Alberton	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
138.	Sigrid Riess-Mundry	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
139.	Ettore Vulcano	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
140.	Andrew Slick	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
141.	Jarret Cain	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
142.	Cheryl McCarthy	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
143.	Sarco Media Limited	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
144.	Kevin Ray	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
145.	KBC & KEC Coakley Family LLC	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
146.	Rick Lane	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
147.	Chelsea LaRocco	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
148.	Inwood Holdings, LP	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
149.	Pushpa Singh	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
150.	Cherryl Garner	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
151.	Sanaa Afridi	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
152.	Lew Schon	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
153.	Haris Jamil Dar	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
154.	Ura Phillip Stephen Auckland	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
155.	Allan Robinson & Belinda Robinson ATF The A B Superannuation Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
156.	Mabre Superannuation Pty Ltd ATF The Mabre Superannuation Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
157.	CAPITAL M GROUP II, LLC	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
158.	KP TMF ASA 2, an exempted company incorporated with limited liability in the Cayman Islands	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
159.	Mainstream Fund Services Pty Ltd as custodian for DMP Small Companies Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
160.	Citicorp Nominees Pty Ltd as custodian for the OneVue Re Services DMP Asset Management	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
161.	HSBC Custody Nominees (Australia) Limited	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
162.	RIDDLER FAMILY INVESTMENTS PTY LTD	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
163.	S & A MAGINNESS SUPER PTY LTD <MAGINNESS SUPERANNUATION FUND A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
164.	DELTARI PTY LTD <DELTARI INVESTMENT A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
165.	EDWARD JAMES DOWLING & ANDREA ELIZABETH DOWLING <RED LION A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
166.	TIMOTHY CHARLES HOGG AND KATHERINE MARGOT HOGG <KM & TCH Hogg Family A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
167.	Paul Henri Veron and Julie Anne Veron <DEAD KNICK S/F A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
168.	Cumberland Pty Ltd <C & K STUBBINGS S/F A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
169.	Irwin Biotech Nominees Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
170.	Remond Holdings Pty Limited <Defina>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
171.	Lukasz Pala	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
172.	Elphinstone Holdings Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
173.	Foxtail Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
174.	Martin John Leo Royce and Suzanne Joy Royce	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
175.	Jayare Nominees Pty Ltd <THE JASAT SUPER FUND A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
176.	Harvest Lane Capital Pty Ltd <789 PTY LTD A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
177.	Certane CT Pty Ltd <VP CAPITAL FUND I>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
178.	Eve & Co Investments Pty Ltd <Gerges Family a/c>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
179.	Riya Investments Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
180.	10 Bolivianos Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
181.	St Eval Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
182.	Kanak Shrikrishna Sahasrabudhe	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
183.	George Skaltsis	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
184.	Rimoyne Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
185.	Vanessa Ruben	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
186.	Arthur Kondos	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
187.	KNRRJR Pty Ltd <KNRRJR INVESTMENT A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
188.	Pensare Insieme Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
189.	Matthew Regos and Silvia Regos <REGOS FAMILY A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
190.	Janet Barlow	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
191.	David John Beyer and Lynne Beyer <BEYER SUPER FUND A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
192.	Maxwell Alan Read and Mary Ann Read	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
193.	Nicholas Galatis and Effie Galatis <GALATIS SUPER FUND A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
194.	Cabbagehead Nominees Pty Ltd <WATT-MCINNES SUPER FUND A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
195.	Kate Eloise McDonald	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
196.	Evan Gill and Jennifer Gill <TINTAX SUPER FUND A/c>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
197.	Philip Ernest Vivian and Lee Berryman	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
198.	Harembree Pty Ltd <HAREMBEE SUPER FUND A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
199.	R.F. Conte & Associates Pty. Limited <THE RL CONTE FAMILY A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
200.	AJ Loo Investments Pty Ltd <AJ LOO INVESTMENTS FAMILY A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
201.	James William Hermiston	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
202.	Jeremy David Ruben and Vanessa Ruben ATF JVR SUPER FUND	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
203.	F C Investments Pty Ltd ATF GRANDE SUPERANNUATION FUND	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
204.	F C Investments Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
205.	Simon John Spinks	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
206.	Brett Anderson	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
207.	Mevo Pty Ltd ATF BURGESS FAMILY TRUST	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
208.	Doble Family Pty Ltd ATF DOBLE FAMILY INVESTMENT TRUST	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
209.	Doble Family Super Pty Ltd ATF DOBLE FAMILY SUPERANNUATION FUND	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
210.	Timothy Wong	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
211.	Forty Second Shelley Nominees Pty Ltd ATF GROSMAN SUPERANNUATION FUND	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
212.	Jemijo Pty Ltd ATF TWILIGHT EQUITIES TRUST	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
213.	BR Dhawan Pty Ltd ATF THE DHAWAN FAMILY SUPERANNUATION FUND	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
214.	N A M Investment Company Pty Ltd ATF THE NOELYN SUPERANNUATION FUND	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
215.	Di Filippo Investments Pty Ltd ATF DI FILIPPO INVESTMENTS FAMILY TRUST	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
216.	Pak Lim Kong	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
217.	Peh Nominees (NSW) Pty Limited ATF DUKE CAPITAL DISCRETIONARY TRUST	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
218.	Andover Corporate Finance Pty Limited	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
219.	Bell Potter Nominees Limited <BB Nominees A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
220.	Wales Riding Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
221.	Jonathon Simon Rockley May	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
222.	Salt Stone Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
223.	Zebra235 Pty Ltd	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
224.	AK Aston Super Pty Ltd (ACN 646 422 139) AS TRUSTEE FOR THE ASTON SUPERANNUATION FUND (ABN 67 821 096 311) <ASTON SUPERANNUATION FUND A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
225.	BNP Paribas Nominees Pty Ltd <DRP>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
226.	BNP Paribas Nominees Pty Limited as nominee for BNP Paribas Securities Services as custodian for Australian Unity Funds Management Limited as trustee for the Australian Unity Future of Healthcare Fund No. 1 <AU Future H/care No.1 AUFOHF>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
227.	PS Super Nominee Pty Limited ATF Shadbolt Future Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
228.	Thalut Nominees Pty. Ltd. ATF BORIS & JUDY SHAPIRO FAMILY TRUST	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
229.	Virago Holdings Pty Ltd ATF Virago Holdings A/C Virago Holdings A/C	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
230.	Lan Gao	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
231.	Xiaoxu Li (Shawn Li)	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
232.	Chao Sui & Yingnan Gao	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
233.	Michael Gawenda and Anne Gawenda as trustees for the Gawenda Family Super Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
234.	Ravissante Pty Ltd atf Zajac Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
235.	DFB Super Pty Ltd (ACN 602 695 670) ATF DFB Superannuation Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
236.	Samantha & Paul Irving	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
237.	Malcolm & Judy Irving	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
238.	Dr Philou Beaudet	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
239.	Ryan Conlon and Dana Conlon	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
240.	Selene Parekh MD PC DBP	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
241.	Sudharshan Surana	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
242.	Subodh Dhussa	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
243.	Anigeon IT Pty Ltd ATF Anigeon Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
244.	Keyan Ghezelbash	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
245.	Thisara Kariyawasam	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
246.	Apex Fund Services Pty Ltd (formally known as Mainstream Fund Services Pty Ltd) ACN 118 902 891 as custodian for the Frazis Venture Fund	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
247.	Fusion Electrics (Aust) Pty. Ltd. <GAF CONTROL STAFF 2 S/F A/C> HIN 113074647	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
248.	Tabrray Investments Pty Ltd <TABRRAY INVESTMENTS S/F A/C> HIN 44408520	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

No.	Name	Address
249.	Mr Jeremy Adam Light and Mrs Michelle Lisa Light <Twilight Super Fund A/C>	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
250.	Combes Investment Management Limited	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
251.	G & S Slaven Pty Ltd as Trustee for the G & S Slaven Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
252.	Thivakaran Nagaratnam	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
253.	Tenmile Ventures Pty Ltd ABN 97 657 117 130	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
254.	Pavel Sidorov	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
255.	MavenFi Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
256.	C Horton Pty Ltd ATF C Horton Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
257.	SJF Pty Ltd as trustee for the SJF Family Trust	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
258.	Burcu Corut	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000
259.	J P Morgan Nominees Australia Pty Limited	c/o- CurveBeam AI Limited Level 10, 10-16 Queen Street, Melbourne VIC 3000

ANNEXURE B

FORM OF VOLUNTARY ESCROW DEED

This is Annexure B of 19 pages (including this page) referred to in the Form 603 ('Notice of initial substantial holder') signed by me and dated 29 August 2023.

.....
Signature

Gregory Wayne Brown
.....

Name

CEO / Director
.....

Capacity

Voluntary Escrow Deed

JOHNSON | WINTER | SLATTERY

Quay Quarter Tower (QQT)
Level 14, 50 Bridge Street
SYDNEY NSW 2000
T +61 2 8274 9555 | F +61 2 8274 9500
www.jws.com.au

Liability limited by a scheme approved under Professional Standards Legislation

Contents

1	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation	3
2	Escrow restrictions	4
2.1	Restrictions	4
2.2	Controller restrictions	4
2.3	Non-certificated holdings to be kept on Company administered sub-register	4
2.4	Certificated holdings to be deposited	4
2.5	Release of Restricted Securities	4
3	Exceptions	4
3.1	Exceptions	4
3.2	Notice	5
3.3	Other exclusions	5
4	Holding Lock	6
4.1	Agreement to Holding Lock	6
4.2	Company to inform Holder of Holding Lock	6
4.3	Release of Holding Lock	6
5	Rights attaching to Restricted Securities	6
6	Consequences of breaching this deed	6
7	Termination	7
8	Representations and warranties	7
8.1	Holder and Controller Warranties	7
8.2	Timing for giving of representations and warranties	8
8.3	Survival of representations and warranties	8
8.4	Reliance on representations and warranties	8
9	Notices and service of process	8
9.1	General	8
9.2	How to give a Notice	8
9.3	Particulars for delivery of Notices	9
9.4	Notices by post	9
9.5	Notices by email	9
9.6	Process service	9
9.7	After hours Notices	9
10	General	9
10.1	Variation	9
10.2	Waiver	9
10.3	Successors and assigns	10
10.4	Future assurances	10
10.5	Severance	10
10.6	Inconsistency with Mandatory Restriction Agreement	10
10.7	Inconsistency with Incentive Plans	10
11	Governing law	10
12	Counterparts and execution	11

12.1	Counterparts	11
12.2	Warranty of authority	11
Schedule		12
Execution		13

Voluntary Escrow Deed

Date 2023

Parties

- 1 The party described in Item 1 of the Schedule (**Holder**).
- 2 The party (or parties) described in Item 2 of the Schedule (**Controller**).
- 3 **CurveBeam AI Limited** (ACN 140 706 618) (**Company**)
- Address: Level 10, 10-16 Queen Street, Melbourne, Victoria, Australia 3000
- Email: urapauckland@curvebeamai.com
- Contact: Ura Auckland

Recitals

- A** The Company intends to conduct the Offer and be admitted to the official list of the ASX.
- B** The Holder holds or will hold Restricted Securities as at the date of admission of the Company to the official list of the ASX.
- C** The Holder and the Controller (if any) have voluntarily agreed to hold the Restricted Securities on the terms as set out in this deed.

Operative part

1 Definitions and interpretation

1.1 Definitions

The following definitions apply in this document, unless the context requires otherwise.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

Bell Potter means Bell Potter Securities Limited (ACN 006 390 772).

Controller Interests means all legal, beneficial, economic or other interests of the Controller in the Restricted Securities, particulars of which are set out in Item 2a of the Schedule.

Convertible Securities means:

- (a) Noteholder Options;
- (b) Options;
- (c) Share Rights;
- (d) ZEPOs,

and any other right to be issued or acquire Shares, in each case that has been issued on or before Listing.

Corporations Act means *Corporations Act 2001* (Cth).

Dealing means, in respect of a Restricted Security, to:

- (a) Dispose of, or agree or offer to Dispose of, that Restricted Security;
- (b) create, or agree or offer to create, any Security Interest in that Restricted Security; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security,

but does not include an exercise of a Convertible Security escrowed under this document, and **Deal** has a corresponding meaning.

Dispose has the meaning given to that term in the Listing Rules, and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 3 of the Schedule.

Excluded Securities means any Shares subscribed for under the Offer.

Holding Lock has the meaning given to that term in the ASX Listing Rules.

Incentive Plan means, as the case requires, Option Plan Rules approved on 8 February 2016, the long-term incentive plan adopted by the Board on 27 September 2022, the incentive adopted by the Board on 11 May 2023 or any other incentive arrangement implemented by the Company on or before Listing.

Issuer Sponsored Sub-Register has the meaning given to that term in the ASX Listing Rules.

Lead Managers means Bell Potter and Lodge Corporate Pty Limited (ABN 50 125 323 168).

Listing means the commencement of quotation of Shares on ASX.

Listing Rules means the listing rules of ASX.

Noteholder Option means an option issued on the terms of the Option Deed Poll executed by the Company on 31 October 2022.

Offer means the initial public offering of Shares pursuant to the Prospectus.

Option means an option issued under an Incentive Plan.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Prospectus means the prospectus to be issued by the Company in or around July 2023 and to be lodged with the Australian Securities and Investments Commission on or about that date.

Recognised Trustee means a bank, a recognised trustee for ASX purposes, a provider of registry services to the Company or other nominee.

Restricted Securities means the securities described in Item 4 of the Schedule, but does not include any Excluded Securities.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any security including, but not limited to, any retention of title;

- (b) created or otherwise arising in or over any interest in any security under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
 - (c) an interest of the kind referred to in section 12 of the PPSA,
- or any agreement to grant or create any such interest or power.

Share means a fully paid ordinary share in the capital of the Company.

Share Right means a right to acquire a Share granted under an Incentive Plan.

Trust has the meaning given in clause 8.1b).

Trustee has the meaning given in clause 8.1b).

ZEPO means a zero exercise price option issued under an Incentive Plan.

1.2 Interpretation

In this deed, the following rules of interpretation apply unless a contrary intention appears.

- (a) Any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this deed.
- (b) The singular includes the plural and vice versa and a reference to a gender includes all other genders.
- (c) A reference to:
 - (i) a person includes that person's successors, permitted substitutes and permitted assigns;
 - (ii) a clause, schedule, attachment, annexure or exhibit is to a clause of, or a schedule, attachment, annexure or exhibit to, this deed;
 - (iii) this deed or another document includes that document as amended, varied, supplemented, novated or replaced from time to time and any schedule, attachment, annexure or exhibit to that document;
 - (iv) "agreement" includes an undertaking, deed, contract or other legally enforceable arrangement, whether or not in writing, and a reference to "document" includes an agreement (as so defined) in writing or any certificate, notice, instrument or other document of any kind;
 - (v) legislation or a provision of legislation includes all regulations, orders or instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
 - (vi) "include", "including" and "for example", and similar expressions, when introducing a list of items, does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
 - (vii) time is to the time in Melbourne, Australia; and
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form.
- (d) Where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning.

- (e) A provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed.
- (f) Words and expressions defined in the Listing Rules and not in this deed have the meaning given to them in the Listing Rules, unless the context requires otherwise.

2 Escrow restrictions

2.1 Restrictions

Subject to clause 3, during the Escrow Period, the Holder must not Deal in any Restricted Securities.

2.2 Controller restrictions

Subject to clause 3, during the Escrow Period the Controller must not do any of things referred to in clause 2.1 in respect of the Controller Interests.

2.3 Non-certificated holdings to be kept on Company administered sub-register

The Holder agrees that any Restricted Securities that are non-certificated will be held on the Company's Issuer Sponsored Subregister, or another sub-register administered by the Company, until the expiry of the Escrow Period.

2.4 Certificated holdings to be deposited

If any Restricted Securities are kept on a certificated sub-register, the Holder agrees to deposit the certificates for those Restricted Securities with a Recognised Trustee nominated by the Company for the duration of the Escrow Period.

2.5 Release of Restricted Securities

The Company with the consent of Bell Potter (on behalf of the Lead Managers) may, by written notice to the Holder, waive at any time any of the restrictions imposed under clauses 2.1 to 2.4 and clause 4:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities,
- as the Company and Bell Potter, in their absolute discretion, determine.

3 Exceptions

3.1 Exceptions

During the Escrow Period, the Holder or Controller may Deal in Restricted Securities to the extent necessary to enable:

- (a) the Holder to accept an offer under a takeover bid made under Chapter 6 of the Corporations Act for Shares where the holders of at least 50% of Shares that are not subject to escrow, and to which the offers under the bid relate, have accepted the offer;

- (b) Restricted Securities to be transferred or cancelled as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
- (c) a Disposal of some or all of the Restricted Securities to:
 - (i) in the case of a Holder or Controller that is an individual, any relation by blood, marriage or adoption provided such relation is not more remote than a brother, sister, mother, father or child (**Immediate Family Member**);
 - (ii) a company of which the Holder or Controller or, in the case of a Holder or Controller that is an individual, their Immediate Family Member(s), is a controlling shareholder; or
 - (iii) a trust or superannuation fund in relation to which the Holder or Controller or, in the case of a Holder or Controller that is an individual, their Immediate Family Member(s) has full and effective control (including where the trust or superannuation fund is under common control by the Holder or Controller), or, which is for the benefit of the Holder or Controller or one or more of their Immediate Family Member(s).

and provided the transferee enters into an escrow arrangement with the Company in respect of those Restricted Securities on substantially the same terms as this deed for the remainder of the Escrow Period; or

- (d) a Dealing required by applicable law including the Listing Rules, the Corporations Act and an order of a court of competent jurisdiction and, in the case of the death of a Holder or Controller that is an individual, by will or intestate succession,

provided that:

- (e) in the case of an off-market takeover bid for Shares, if the offer is conditional, full or proportional, the Holder agrees in writing (in a form acceptable to the Company acting reasonably) that the restrictions in this deed will continue to apply to each Restricted Security that is not acquired by the bidder under the off-market bid; and
- (f) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing (in a form acceptable to the Company acting reasonably) that the Restricted Securities will be returned to escrow in accordance with this deed if the merger does not take effect.

3.2 **Notice**

If a Holder or Controller becomes aware that a dealing in any of its Restricted Securities has occurred, or is likely to occur, during the Escrow Period it must notify the Company as soon as practicable after becoming so aware, providing full details.

3.3 **Other exclusions**

The restrictions in clause 2 do not apply to any transfers of Restricted Securities to the Company in exercise of the Company's right to repurchase or reacquire the Holder's securities pursuant to agreements that permit the Company to repurchase or reacquire the Holder's securities upon termination of services provided by the Holder to the Company.

4 Holding Lock

4.1 Agreement to Holding Lock

Subject to clause 4.3, during the Escrow Period, the Holder acknowledges and agrees:

- (a) to the application of a Holding Lock to the Restricted Securities; and
- (b) that the Company may apply the Holding Lock to the Restricted Securities and prevent a transfer of the Restricted Securities by either or both:
 - (i) requesting its share registrar to apply a Holding Lock; and
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

4.2 Company to inform Holder of Holding Lock

If the Company applies a Holding Lock (or requests the application of a Holding Lock) in respect of the Restricted Securities or refuses to register a transfer of the Restricted Securities in accordance with clause 4.1, the Company must (to the extent required under Listing Rules 8.10.2 and 8.10.3) inform the Holder in writing of such request or refusal and the reason(s) for it within five Business Days of the request or the date on which the transfer was lodged.

4.3 Release of Holding Lock

The Company will do all things necessary to ensure that the Holding Lock is released:

- (a) to the extent necessary to permit Dealings in the Escrowed Shares permitted by this deed; and
- (b) in full on the Business Day when the Escrow Period expires,

including notifying the ASX that the Escrowed Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

5 Rights attaching to Restricted Securities

Except as expressly provided for in this deed, nothing in this deed restricts the Holder from exercising any rights attaching to the Restricted Securities, including without limitation:

- (a) the exercise of voting rights attaching to the Restricted Securities;
- (b) exercising a Convertible Security;
- (c) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Restricted Securities; and
- (d) receive or participate in any rights or bonus issue in connection with the Restricted Shares.

6 Consequences of breaching this deed

If:

- (a) the Company considers in its reasonable opinion that the Holder or Controller has or may breach this deed; or.

- (b) if either the Holder or Controller breach this deed
- the Company may, without limiting its rights or remedies:
- (c) take such the steps as it considers necessary or desirable to prevent or rectify the breach or enforce this deed; and
 - (d) without limiting the foregoing, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion or other Dealing of any of the Restricted Securities.

7 Termination

The obligations of the Holder and/or the Controller (as the case may be) under this Deed automatically terminate on the earlier of:

- (a) if the Company has not been admitted to the official list of the ASX on or before 11.59pm on 29 September 2023 or such later period agreed in writing between the Company and the Holder;
- (b) in the case of the Holder, on the date the Holder ceases to hold any Restricted Securities pursuant to clause 2.5 or a Dealing permitted by clause 3;
- (c) in the case of the Controller, on the date all Restricted Securities are irrevocably transferred pursuant to a Dealing permitted by clause 3.1(a), 3.1(b), 3.1(c), 3.1(d), or 3.2; and
- (d) the expiry of the Escrow Period.

8 Representations and warranties

8.1 Holder and Controller Warranties

Each of the Holder and the Controller represents and warrants to the Company that:

- (a) **(power)** it has the power to enter into and comply with all of the terms and conditions of this deed applicable to it;
- (b) **(authority)** all necessary actions and authorisations to permit it to enter into this deed and to observe all of its terms have been taken and obtained and have not since been rescinded or varied (including, if the Holder and / or Controller has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (c) **(deed effective)** this deed constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(no dealing)** prior to the Escrow Period it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities during the Escrow Period;
- (e) **(no third party interests)** the Restricted Securities are free from all Security Interests and other third party interests or rights (other than under the Company's constitution);
- (f) **(trustee removal)** if the Holder and / or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief as at the date of this deed, there is no proposal to remove it as trustee of the Trust;

- (g) **(trustee requirements)** if the Holder and / or Controller is a Trustee, other than a custodian or bare trustee, as at the date of this document:
 - (i) they have the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way, and the relevant Trustee has not released or disposed of its equitable lien over that Trust; and
 - (ii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust,

and if only the Holder and Company are parties to this deed, the Holder represents and warrants that there is no Controller and there are no Controller Interests.

8.2 Timing for giving of representations and warranties

Each of the warranties and representations in this clause 8 are given in favour of the Company, as at:

- (a) the date of this deed; and
- (b) at all times until the expiry of the Escrow Period.

The warranties and representations given in this clause 8 are given in respect of any and all Restricted Securities which each Holder holds during the Escrow Period.

8.3 Survival of representations and warranties

The representations and warranties in this clause 8 survive the termination of this deed.

8.4 Reliance on representations and warranties

The Holder and the Controller acknowledge that the Company has executed this deed in reliance on the representations and warranties that are made in clause 8.1.

9 Notices and service of process

9.1 General

A notice, consent, demand, certification, process or other communication (**Notice**) relating to this deed must be in writing in English and may be given by an agent of the sender.

9.2 How to give a Notice

In addition to any other lawful means, a Notice may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) attached to an email that states that the attachment is a communication under this deed.

9.3 Particulars for delivery of Notices

The particulars for delivery of Notices are, as at the date of this deed, the recipient's address as set out in this deed. Each party may change its particulars for delivery of Notices by Notice to each other party.

9.4 Notices by post

Subject to clause 9.7, a Notice is given if posted:

- (a) within Australia to an Australian postal address, five Business Days after posting; or
- (b) outside of Australia to an Australian postal address, outside of Australia to an address outside of Australia or within Australia an address outside of Australia, 10 Business Days after posting.

9.5 Notices by email

Subject to clause 9.7, a Notice is given if sent by email and the sender does not receive an email receipt or other confirmation from the recipient to the sender which indicates that the email was not received by the recipient.

9.6 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings in relation to this deed may be served by any method contemplated by this clause 8 or in accordance with any applicable law.

9.7 After hours Notices

If a Notice is given:

- (a) after 5:00pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken to have been given at 9:00am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

10 General

10.1 Variation

This deed can only be varied in writing signed by all of the parties and with the prior written consent of Bell Potter (on behalf of the Lead Managers).

10.2 Waiver

The failure of the Company to enforce at any time any of the provisions of this deed does not constitute a waiver of any provision of this deed or affect the validity of this deed or any part of it or the right of any party to enforce this deed in full. No waiver of any breach of this deed shall be held to be a waiver of any other or subsequent breach. No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

10.3 Successors and assigns

This deed shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and may be assigned only with the consent of the other parties hereto.

10.4 Future assurances

The Holder and Controller each agree to do all things, including without limitation, executing such other agreements, documents, or instruments that the Company may request, as are reasonably required to perform its obligations under this deed and to give effect to the transactions contemplated by it.

10.5 Severance

If a provision of this deed would, but for this clause, be void, unenforceable or illegal in a jurisdiction:

- (a) the provision will be read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down, to that extent, it will be severed in that jurisdiction,

without affecting the validity and enforceability of that provision in any other jurisdiction or any other provisions of this deed. This clause has no effect if its operation alters the basic nature of this deed or is contrary to public policy.

10.6 Inconsistency with Mandatory Restriction Agreement

For so long as the Restricted Securities are subject to mandatory escrow restrictions under the terms of a mandatory restriction agreement in accordance with the Listing Rules, in the event of an inconsistency between this deed and such mandatory restriction agreement, the terms of the mandatory escrow agreement will prevail to the extent of that inconsistency.

10.7 Inconsistency with Incentive Plans

The obligations of the Holder and the Controller (if any) under this deed apply in addition to, and not in derogation of, any of their respective obligations under any applicable Incentive Plan or the terms of issue of Convertible Securities. For so long as this deed remains in effect, in the event of an inconsistency between this deed and an applicable Incentive Plan or the terms of issue of any Convertible Securities, the terms of this deed will prevail to the extent of that inconsistency.

11 Governing law

This deed is governed by, and is to be construed in accordance with, the laws of Victoria, Australia. Each party:

- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts that have jurisdiction to hear appeals from any of those courts; and
- (b) irrevocably waives any right to object to proceedings being brought in those courts on the basis that proceedings have been brought in an inconvenient forum.

12 Counterparts and execution

12.1 *Counterparts*

This deed may be executed in any number of counterparts which together will constitute the one instrument but is not effective until each party has executed at least one counterpart. Each party consents to the exchange of counterparts by post or attachment to email.

12.2 *Warranty of authority*

Each person who executes this deed on behalf of a party under a power of attorney or otherwise declares and warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power.

Schedule

Item 1	Holder's name and address:	[insert]
Item 2	Controller's name and address:	[insert]
Item 2a	Particulars of Controller Interests:	<p>If no Controller listed in Item 2: not applicable. Otherwise (please tick):</p> <p><input type="checkbox"/> The Controller is the underlying controlling investor</p> <p><input type="checkbox"/> Other (please specify):.....</p>
Item 3	Escrow Period:	The period commencing on and from the date of Listing and ending on the date that is [insert] months after that date
Item 4	Restricted Securities:	All Shares and Convertible Securities held by the Holder at the date of the Listing, and any Shares issued on exercise or conversion of Convertible Securities (but excluding Excluded Securities)

Execution

EXECUTED as a deed

THE COMPANY:

Executed by CurveBeam AI Limited in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

THE HOLDER:

Executed by **[insert]** in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

THE CONTROLLER:

Executed by [insert] in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

ANNEXURE C

FORM OF ASX RESTRICTION DEED

This is Annexure C of 10 pages (including this page) referred to in the Form 603 ('Notice of initial substantial holder') signed by me and dated 29 August 2023.

.....
Signature

Gregory Wayne Brown

.....
Name

CEO / Director

.....
Capacity

Appendix 9A

Restriction Deed

We, the persons in:

- Item 1 of the Schedule ("**entity**");
- Item 2 of the Schedule ("**holder**");
- Item 3 of the Schedule ("**controller**"),

agree as follows.

Introduction

- A The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:
- (a) +dispose of, or agree or offer to +dispose of, the restricted securities;
 - (b) create, or agree or offer to create, any security interest in the restricted securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,
- except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
- (a) +dispose of, or agree or offer to +dispose of, the controller interests;
 - (b) create, or agree or offer to create, any security interest in the controller interests; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,
- except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that:
- (a) where the securities are in a class that is or is to be quoted, the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied; and

+ See chapter 19 for defined terms

- (b) where the securities are not in a class that is or is to be quoted, the restricted securities are to be kept on the entity's +certificated subregister and the certificates for the securities are to be held in escrow in accordance with the listing rules (or if permitted by ASX, on the entity's +issuer sponsored subregister with a +holding lock applied),

for the duration of the escrow period.

Warranties

- 4. If item 3 of the Schedule is completed, the holder and each +controller warrant that:
 - (a) the holder has the +controllers set out in item 3 of the Schedule with the controller interests identified in item 6 of the Schedule;
 - (b) there are no other controllers or controller interests; and
 - (c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.
- 5. If item 3 of the Schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:
 - (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
 - (b) if the holder is not one or more individuals, the holder has no +controller; and
 - (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
- 6. If item 8 of the Schedule is completed, the holder warrants that:
 - (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
 - (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
 - (c) a release of those security interests is attached.
- 7. If item 8 of the Schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
- 8. If item 9 of the Schedule is completed, the holder and each +controller warrant that:
 - (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
 - (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
 - (c) a release of the security interests is attached.
- 9. If item 9 of the Schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.
- 10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:
- (a) the holder and each +controller must take the steps necessary to rectify the breach;
 - (b) the entity must take the steps necessary to enforce the agreement;
 - (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and
 - (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the Schedule.

Contingent Merger Consideration has the meaning given in the entity's Prospectus.

escrow period means the period starting on the date set out in item 4 of the Schedule and ending on the date set out in item 5 of the Schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

Noteholder Options has the meaning given in the entity's Prospectus.

Plan Options has the meaning given in the entity's Prospectus.

Prospectus means the entity's prospectus dated 14 July 2023 for the issue of 52,083,333 Shares, and any supplementary or replacement prospectus.

Quotation Date means the date on which the entity's Shares are first quoted on ASX.

restricted securities means the +securities set out in item 6 of the Schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

Rights has the meaning given in the entity's Prospectus.

Shares means fully paid ordinary shares in the entity.

Top Up Merger Consideration has the meaning given in the entity's Prospectus.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

Item	Details	
1.	Entity's name and address:	CurveBeam AI Limited (ACN 140 706 618) Level 10 10-16 Queen Street Melbourne VIC 3000 Australia
2.	Holder's name and address:	[insert] [insert]
3.	Each +controllers' name and address:	[insert] [insert]
4.	Escrow period start date:	See table overleaf
5.	Escrow period end date:	See table overleaf
6.	Particulars of restricted securities:	See table overleaf
7.	Particulars of controller interests:	If a controller is listed above, it is the underlying controlling investor. Otherwise, not applicable.
8.	Particulars of security interests over restricted securities:	Not applicable
9.	Particulars of security interests over controller interests:	Not applicable

Schedule (cont.)

Escrow period (items 4 and 5 of Schedule)	No of restricted securities (item 6 of Schedule)			
	Shares ¹	Shares ²	Plan Options and Rights	Noteholder Options
From the date of this document until (and including):				
31 October 2023				
10 November 2023				
7 February 2024				
21 February 2024				
23 February 2024				
5 June 2024				
15 August 2024				
The 24 months commencing on the Quotation Date				
The 12 months commencing on the date on which the Holder is issued Shares as Contingent Merger Consideration and associated Top Up Merger Consideration				

Where:

Shares¹ = Shares on issue as at the Quotation Date

Shares² = Shares issued as Contingent Merger Consideration and associated Top Up Merger Consideration

Executed as a deed

Dated: 2023

ENTITY:

Executed by CurveBeam AI Limited in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

HOLDER:

Executed by **[insert]** in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

CONTROLLER:

Signed, sealed and delivered by **[insert]** in
the presence of:

Witness signature

Party signature

Witness full name
(BLOCK LETTERS)

ANNEXURE D

FORM OF ASX RESTRICTION NOTICE

This is Annexure D of 4 pages (including this page) referred to in the Form 603 ('Notice of initial substantial holder') signed by me and dated 29 August 2023.

.....
Signature

Gregory Wayne Brown

.....
Name

CEO / Director

.....
Capacity

Appendix 9C

Restriction Notice

To: The person named in Item 1 of the Schedule ("**You**")

From: CurveBeam AI Limited (ACN 140 706 618) ("**Entity**")

Subject: Your securities in the Entity described in item 2 of the schedule below

In accordance with the ASX Listing Rules and the Entity's constitution, you are hereby given notice that the securities you hold in the Entity described in item 2 of the schedule below have been classified as "restricted securities".

This means that for the period ("escrow period") commencing on the date specified in item 3 of the Schedule below and expiring on the date specified in item 4 of the Schedule below:

- A. You must not +dispose of, or agree or offer to +dispose of, the restricted securities except as permitted by the listing rules or by ASX in writing.
- B. The securities will be kept on the Entity's +issuer sponsored subregister and will have a +holding lock applied to them.
- C. You will not be entitled to participate in any return of capital on the restricted securities during the escrow period except as permitted by the listing rules or ASX.
- D. If you breach the restrictions above you will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

These restrictions apply to the securities you hold in the Entity described in item 2 of the schedule below and to any other +securities attaching to or arising out of those securities that are "restricted securities" under the listing rules.

For the purpose of this notice:

- the following terms have the meaning given to them in the Entity's prospectus dated 14 July 2023 for the issue of 52,083,333 Shares, and any supplementary or replacement prospectus ("**Prospectus**"):
 - "**Contingent Merger Consideration**";
 - "**Noteholder Options**";
 - "**Plan Options**";
 - "**Rights**";
 - "**Shares**"; and
 - "**Top Up Merger Consideration**"; and
- "**Quotation Date**" means the date on which the Entity's Shares are first quoted on ASX.

Words and expressions defined in the listing rules of ASX, and not in this notice, have the meanings given to them in the listing rules.

Schedule

Item	Details	
1.	Holder's name and address:	[insert]
2.	Particulars of restricted securities:	See table below
3.	Escrow period start date:	See table below
4.	Escrow period end date:	See table below

Escrow period (items 3 and 4 of Schedule)	No of restricted securities (item 2 of Schedule)			
	Shares ¹	Shares ²	Plan Options and Rights	Noteholder Options
From the date of this document until (and including):				
31 October 2023				
10 November 2023				
7 February 2024				
21 February 2024				
23 February 2024				
5 June 2024				
15 August 2024				
The 24 months commencing on the Quotation Date				
The 12 months commencing on the date on which the Holder is issued Shares as Contingent Merger Consideration and associated Top Up Merger Consideration or such earlier date as is notified to You by the Entity with the written consent of ASX.				

Where:

Shares¹ = Shares on issue as at the Quotation Date

Shares² = Shares issued as Contingent Merger Consideration and associated Top Up Merger Consideration

Dated: 2023

Executed by CurveBeam AI Limited in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)