25 May 2022

Dear Shareholder,

On behalf of the Directors of Jaxsta Ltd ACN 106 513 580 (**Jaxsta** or **Company**), I am pleased to invite you to attend an Extraordinary General Meeting (**EGM**) of Jaxsta. Enclosed is the Notice of Meeting setting out the business of the EGM (which includes the Explanatory Memorandum and Attachments).

Jaxsta's Extraordinary General Meeting will be held at the offices of Maddocks at Angel Place, Level 27, 123 Pitt Street, Sydney NSW 2000 on Friday, 24 June 2022 at 1:00pm (Sydney time).

https://us06web.zoom.us/j/85349716862?pwd=NzlPRHVFc1BqTGcxSndEcE9PR2NWZz09

SONGTRADR TRANSACTION

The EGM is required in order to approve the proposal presented by Songtradr. Jaxsta has reached an inflection point and the Board and the Executive team have worked tirelessly over the past few months to secure the critical funding and long term meaningful relationship with Songtradr on the table now. This process has resulted in significant changes to the Jaxsta business plan, product roadmap, executive team, including change of CEO, and reshaping of the Board.

Welcome to Jaxsta 2.0.

The company has undertaken to complete a transformation, initially with its commitment to significant cost cutting and leadership changes while embracing a hyper-focus on revenue, growth and profitability. These changes have enabled Songtradr to firmly support their proposed additional investment into Jaxsta and to commit to the collaborative efforts required to move Jaxsta to revenue growth and profitability.

To support this transformation, the existing remaining non-executive Jaxsta Board Members and Key Executives will forgo cash fees in lieu of options, as have both of the highly experienced Songtradr nominated new Directors. The new Board composition is well balanced and excited to drive the newly refined and expanded direction of the Company with a very strong ambition to deliver to you, our shareholders, significant results. We thank our executives and team for their efforts in supporting this transaction and acknowledge and appreciate the sacrifices some of them have made in order to do so, particularly Jacqui, Brett and Jorge.

Each of the resolutions presented for approval are necessary for this transaction to proceed and I trust you will support myself and the Board, subject to the Directors' abstentions, who unanimously recommend that shareholders vote in favour of all resolutions.

Should all the resolutions put forth not be approved the Songtradr transaction will not proceed resulting in the Company having to repay the Songtradr loan leaving Jaxsta with no immediate cash reserves, necessitating the appointment of administrators and winding up operations.

Subject to the Directors' abstentions, the Directors of Jaxsta otherwise unanimously recommend that shareholders vote in favour of all resolutions.

The Board encourages shareholders to monitor the Company's website and ASX page for any updates in relation to the EGM that may need to be provided.

If you are attending the EGM online, please submit your Proxy Form by no later than 1:00pm Wednesday, 22 June 2022 to facilitate a faster registration. If you are unable to attend the EGM, you must complete and return the enclosed Proxy Form by no later than 1:00pm (Sydney time) on Wednesday, 22 June 2022 in one of the ways specified in the Notice of Meeting and Proxy Form.

I also encourage you to read the enclosed Notice of Meeting (including the Explanatory Memorandum and Attachments) and the Proxy Form and consider directing your proxy on how to vote on each Resolution by marking either the "for" box, the "against" box or the "abstain" box on the Proxy Form.

Thank you for your support of Jaxsta and I look forward to your attendance and the opportunity to answer questions for you.

Yours faithfully,

Linda Jenkinson
Chairman

JAXSTA LTD
ACN 106 513 580

Notice of 2022 Extraordinary General Meeting

Notice is given that the Extraordinary General Meeting (**EGM** or **Meeting**) of the shareholders of Jaxsta Ltd (**Jaxsta** or the **Company**) will be held:

Date: Friday, 24 June 2022

Time: 1:00pm (Sydney time)

Venue: The offices of Maddocks at Angel Place, Level 27, 123 Pitt Street, Sydney NSW 2000

In addition, the Meeting will be held as an Online Meeting via Zoom:
https://us06web.zoom.us/j/85349716862?pwd=NzlPRHVFc1BqTGcxSndEcE9PR2NWZz09

The Explanatory Memorandum accompanying this Notice of Meeting (**Explanatory Memorandum**) provides additional information on matters to be considered at the EGM. The Explanatory Memorandum, Entitlement to Attend and Vote section, Proxy Form and Attachments are part of this Notice of Meeting and should be read in their entirety. If shareholders of the Company (**Shareholders**) are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.

Should you wish to discuss the matters in this Notice of Meeting, please do not hesitate to contact Jorge Nigaglioni (**Company Secretary**) by email at co.secretary@jaxsta.com.

Items for approval

Resolution 1: Issue of securities (Convertible Note)

To consider and, if thought fit, to pass, with or without amendment, the following as an ordinary resolution of the Company:

> "*That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue a secured convertible note to Songtradr Inc. in an aggregate amount of $3.0 million and the issue of the maximum number of 142,857,143 fully paid ordinary shares in Jaxsta Ltd at an issue price of 2.1 cents per share, on the terms and conditions set out in the Explanatory Memorandum*."

Resolution 2: Issue of securities (Options)

To consider and, if thought fit, to pass, with or without amendment, the following as an ordinary resolution of the Company:

> "*That, for the purposes of ASX Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 142,857,143 options to Songtradr Inc. with an exercise price of 2.1 cents, on the terms and conditions set out in the Explanatory Memorandum*."

Voting Exclusion Statement – Resolutions 1 and 2

The Company will disregard any votes cast in favour of Resolutions 1 and 2 by or on behalf of:

1) any persons who are expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being the holder of ordinary shares in the Company); or

2) an associate of those persons.

However, votes will not be disregarded if they are cast:

1) as proxy or attorney for a person entitled to vote on the resolution in accordance with a direction given to the proxy or attorney to vote on the resolution in that way; or

2) by the Chairman of the meeting as proxy for a person entitled to vote on the resolution, in accordance with an express authorisation to exercise undirected proxies as the Chairman decides; or

3) by a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

   a) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and

   b) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Resolution 3: Election of Director – Stephen Gledden

To consider and, if thought fit, pass the following as an ordinary resolution of the Company:

> "*That Stephen Gledden, in accordance with clause 14.3 of the Company's Constitution, and being eligible for election and consenting to act, is elected as a Director of the Company, with effect from the passing of this resolution*."

Resolution 4: Election of Director – Ben Katovsky

To consider and, if thought fit, pass the following as an ordinary resolution of the Company:

> "*That Ben Katovsky, in accordance with clause 14.3 of the Company's Constitution, and being eligible for election and consenting to act, is elected as a Director of the Company, with effect from the passing of this resolution*."

Resolution 5: Issue of options – Stephen Gledden

If resolution 3 is passed, to consider and, if thought fit, to pass, with or without amendment, the following as an ordinary resolution of the Company:

"That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to:

i. *issue 10,000,000 unlisted options to Stephen Gledden, being a Director of the Company, or his nominee on the terms and conditions set out in the Explanatory Memorandum; and*
ii. *issue up to 10,000,000 fully paid ordinary shares in the Company to Stephen Gledden upon the exercise of any such unlisted options in accordance with the unlisted options terms set out in the Explanatory Memorandum."*

Resolution 6: Issue of options – Ben Katovsky

If resolution 4 is passed, to consider and, if thought fit, to pass, with or without amendment, the following as an ordinary resolution of the Company:

"That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to:

i. *issue 10,000,000 unlisted options to Ben Katovsky, being a Director of the Company, or his nominee on the terms and conditions set out in the Explanatory Memorandum; and*

ii. *issue up to 10,000,000 fully paid ordinary shares in the Company to Ben Katovsky upon the exercise of any such unlisted options in accordance with the unlisted options terms set out in the Explanatory Memorandum."*

Resolution 7: Issue of options – Linda Jenkinson

To consider and, if thought fit, to pass, with or without amendment, the following as an ordinary resolution of the Company:

"That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to:

i. *issue 10,000,000 unlisted options to Linda Jenkinson, being a Director of the Company, or her nominee on the terms and conditions set out in the Explanatory Memorandum; and*

ii. *issue up to 10,000,000 fully paid ordinary shares in the Company to Linda Jenkinson upon the exercise of any such unlisted options in accordance with the unlisted options terms set out in the Explanatory Memorandum."*

Resolution 8: Issue of options – Robert Gaunt

To consider and, if thought fit, to pass, with or without amendment, the following as an ordinary resolution of the Company:

> *"That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to:*
>
> i. *issue 10,000,000 unlisted options to Robert Gaunt, being a Director of the Company, or his nominee on the terms and conditions set out in the Explanatory Memorandum which forms part of this Notice of Meeting; and*
>
> ii. *issue up to 10,000,000 fully paid ordinary shares in the Company to Robert Gaunt upon the exercise of any such unlisted options in accordance with the unlisted options terms set out in the Explanatory Memorandum."*

Resolution 9: Issue of options – Jorge Nigaglioni

To consider and, if thought fit, to pass, with or without amendment, the following as an ordinary resolution of the Company:

> *"That, for the purposes of ASX Listing Rule 10.11 and for all other purposes, approval is given for the Company to:*
>
> iii. *issue 5,000,000 unlisted options to Jorge Nigaglioni, being a Director of the Company, or his nominee on the terms and conditions set out in the Explanatory Memorandum which forms part of this Notice of Meeting; and*
>
> iv. *issue up to 5,000,000 fully paid ordinary shares in the Company to Jorge Nigaglioni upon the exercise of any such unlisted options in accordance with the unlisted options terms set out in the Explanatory Memorandum."*

Voting Exclusion Statement – Resolutions 5 to 9

In accordance with ASX Listing Rule 14.11, the Company will disregard any votes cast in favour of Resolutions 5 to 9 by or on behalf of:

1) a Director of the Company who is to receive the securities in questions; and

2) an associate of any of those respective Directors.

However, the Company need not disregard a vote cast on Resolutions 5 to 9 if:

1) it is cast by a person as proxy for a person who is entitled to vote in accordance with the directions on the proxy form; or

2) it is cast by the person chairing the Meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

In accordance with section 250BD of the *Corporations Act 2001* (Cth) (**Corporations Act**), a vote must not be cast on Resolutions 5 to 9 as a proxy by a member of the key management personnel (**KMP**) of the Company at the date of the EGM, or a closely related party of those persons, unless it

is cast as proxy for a person entitled to vote in accordance with their directions. This restriction on voting undirected proxies does not apply to the Chairman of the Meeting where the proxy appointment expressly authorises the Chairman of the Meeting to exercise undirected proxies even if the resolution is connected, directly or indirectly, with the remuneration of the KMP.

Other business

To transact any other business that may be lawfully brought forward in accordance with the constitution of the Company (**Constitution**), the Corporations Act and the ASX Listing Rules.

BY ORDER OF THE BOARD



Jorge Nigaglioni
Company Secretary
25 May 2022

Entitlement to attend and vote

In accordance with regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), the Board has determined that persons who are registered holders of shares of the Company as at 7:00pm (Sydney time) on Wednesday, 22 June 2022, being the time that is not more than 48 hours before the date of the Meeting, will be entitled to attend and vote at the EGM as a shareholder.

If more than one joint holder of shares is present at the EGM (whether personally, by proxy or by attorney or by representative) and tenders a vote, only the vote of the joint holder whose name appears first on the register will be counted.

Appointment of Proxy

If you are a shareholder entitled to attend and vote, you may appoint an individual or a body corporate as a proxy. If a body corporate is appointed as a proxy, that body corporate must ensure that it appoints a corporate representative in accordance with section 250D of the Corporations Act to exercise its powers as proxy at the EGM.

A proxy need not be a shareholder of the Company.

A shareholder may appoint up to two proxies and specify the proportion or number of votes each proxy may exercise. If the shareholder does not specify the proportion or number of votes to be exercised, each proxy may exercise half of the shareholder's votes.

To be effective, the proxy must be received at the Share Registry of the Company no later than 1:00pm (Sydney time) on Wednesday, 22 June 2022, (being 48 hours before the EGM). Proxies must be received before that time by one of the following methods:

By post:	Jaxsta Ltd C/- Automic Share Registry GPO Box 5193, Sydney NSW 2001
By facsimile:	1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia)
By delivery in person:	Automic Share Registry Level 5, 126 Phillip Street Sydney NSW 2000 Australia
Online:	https://www.automicgroup.com.au/
Email:	hello@automic.com.au

To be valid, a Proxy Form must be received by the Company in the manner stipulated above. The Company reserves the right to declare invalid any proxy not received in this manner.

Power of Attorney

A Proxy Form and the original power of attorney (if any) under which the Proxy Form is signed (or a certified copy of that power of attorney or other authority) must be received by the Company no later than 1:00pm (Sydney time) on Wednesday, 22 June 2022, being 48 hours before the EGM.

Corporate Representatives

A body corporate which is a Shareholder, or which has been appointed as a proxy, is entitled to appoint any person to act as its representative at the EGM. The appointment of the representative must comply with the requirements under section 250D of the Corporations Act. The representative should bring to the EGM a properly executed letter or other document confirming their authority to act as the body corporate 's representative. A "Certificate of Appointment of Corporate Representative" form may be obtained from the Company's share registry or online at https://www.automicgroup.com.au/.

IMPORTANT: If you appoint the Chair of the Meeting as your proxy, or the Chair becomes your proxy by default, and you do not direct your proxy how to vote on Resolutions 5, 6, 7, 8 and 9, then by submitting the Proxy Form you will be expressly authorising the Chair to exercise your proxy on the relevant resolution, even though the resolutions are connected, directly or indirectly, with the remuneration of the KMP.

Voting at the Meeting

Pursuant to Clause 13.14 of the Company's Constitution, voting on each of the proposed resolutions at this Meeting will be conducted by poll.

Shareholders eligible to vote on the proposed resolutions and attending the Meeting online via Zoom can only vote by proxy and will need to submit a Proxy Form in the manner and by the deadline specified above.

Shareholder Questions

Shareholders who are unable to attend the Meeting or who may prefer to register questions in advance are invited to do so. Please email info@jaxsta.com.

To allow time to collate questions and prepare answers, please submit any questions by 10:00am (Sydney time) on Wednesday, 15 June 2022. Questions will be collated and, during the EGM, the Chair will seek to address as many of the more frequently raised topics as possible. However, there may not be sufficient time available at the EGM to address all topics raised. Please note that individual responses will not be sent to shareholders.

Enclosures

Enclosed is the Proxy Form to be completed if you would like to be represented at the EGM by proxy. Shareholders are encouraged to use the online voting facility that can be accessed on Jaxsta's share registry's website at https://www.automicgroup.com.au/ to ensure the timely and cost effective receipt of your proxy instructions.

Explanatory Memorandum

This Explanatory Memorandum has been prepared for the information of shareholders of the Company in relation to the business to be conducted at the Company's EGM held at the offices of Maddocks at Angel Place, Level 27, 123 Pitt Street, Sydney NSW 2000 on Friday, 24 June 2022 at 1:00pm (Sydney time) and also held online at the same time via Zoom meeting https://us06web.zoom.us/j/85349716862?pwd=NzlPRHVFc1BqTGcxSndEcE9PR2NWZz09.

The purpose of this Explanatory Memorandum is to provide Shareholders with information that is reasonably required by Shareholders to decide how to vote upon the resolutions.

Subject to the Directors' abstention from making a recommendation in respect of Resolutions 5 to 9, the Directors unanimously recommend Shareholders vote in favour of all Resolutions. The Chair of the Meeting intends to vote all available undirected proxies in favour of each Resolution.

All resolutions are ordinary resolutions, which require a simple majority of votes cast by Shareholders present and entitled to vote on the resolution.

The Board of Directors of the Company (**Board**) recommends that Shareholders read this Explanatory Memorandum and its Attachments, before determining whether to support the Resolutions in the Notice of Meeting or otherwise. If you have any questions regarding the matters set out in this Explanatory Memorandum, the Attachments or the Notice of Meeting, please contact the Company Secretary, your stockbroker, your accountant, your solicitor or other professional adviser.

Resolution 1 and 2 : Issue of securities

Background to issue of securities

On 26 November 2020, Shareholders ratified the issue of a convertible note, convertible into 40,571,428 fully paid ordinary shares following the successful completion of the entry into a convertible note agreement with Songtradr Inc. (**2020 Convertible Note**). On 4 April 2022, the Company announced a further strategic investment by Songtradr Inc. (**Songtradr**) in the Company of A$3.0 million via a secured convertible note (**2022 Convertible Note**) which provided for an interest free secured initial loan of A$1.7 million (**Initial Advance**), which would be increased by a further A$1.3 million in the event Shareholders approve Resolutions 1 and 2.

Under the 2022 Convertible Note, the Company proposed to issue:

1) a convertible note representing 142,857,143 ordinary shares upon conversion; and

2) share options that can convert into 142,857,143 ordinary shares upon conversion (**Songtradr Options**),

(together, the **Securities**).

The 2022 Convertible Note will be documented by way of a deed of amendment and restatement of the 2020 Convertible Note deed (**Amended Convertible Note Deed**) and secured by way of the existing general security deed dated 10 November 2020 between the Company and Songtradr. The

Songtradr Options will be documented as an option deed between the Company and Songtradr (**Option Deed**).

Additionally, pursuant to the terms of the Amended Convertible Note Deed, the 2022 Convertible Note is a 'Diluting Event', and as such in accordance with the 2020 Convertible Note, **the price that the 2020 Convertible Notes will convert into fully paid ordinary Jaxsta shares will be reduced from 3.5 cents to 2.1 cents per share, resulting in an additional conversion of 27,047,619 ordinary shares upon conversion, over the previously approved amount of 40,571,429**.

Resolutions 1 and 2 seek Shareholder approval for the issue of the 2022 Convertible Note and the Songtradr Options.

The 2022 Convertible Note is convertible by Songtradr into fully paid ordinary Jaxsta shares priced at $0.021 per share and raises a total of $3,000,000 gross proceeds. Upon exercise of the Songtradr Options at $0.21 per option, the total proceeds raised by the Company will be $3,000,000. The 2020 Convertible Note has raised a total of $1,420,000 gross proceeds and upon conversion will be priced at $0.021 per share should shareholders approve Resolutions 1 and 2.

ASX Listing Rule information

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary securities it had on issue at the start of that 12 month period.

Under Listing Rule 7.1A, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to have an additional placement capacity broadly equivalent to 10% of its fully paid ordinary issued capital. The Company obtained approval to utilise the additional 10% placement capacity at the Annual General Meeting held on 24 November 2021.

The proposed issue of the 2022 Convertible Note and the Songtradr Options does not fit within any of the exceptions set out in Listing Rule 7.2 and, were it not for the shareholder approval sought under Resolutions 1 and 2, the proposed issue would not be undertaken as the 2022 Convertible Note is conditional upon Shareholder approval being obtained under Listing Rule 7.1.

The effect of Resolutions 1 and 2 will allow the Company to issue the 2022 Convertible Note and the Songtradr Options during the period of 3 months after the Meeting (or a longer period, if allowed by ASX), without using the Company's 15% annual placement capacity under Listing Rule 7.1.

Technical information required by Listing Rule 14.1A

Consequences if Resolutions 1 and 2 is approved

If Resolutions 1 and 2 are passed, the Company will proceed to issue the 2022 Convertible Note and the Songtradr Options and such issues will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Songtradr converts their notes under the 2020 Convertible Note, the 2022 Convertible Note and all Songtradr Options are exercised, Songtradr will hold a relevant interest in 53.812% of Jaxsta's securities.

Under the terms of the Amended Convertible Note Deed and the Option Deed, Songtradr cannot convert or exercise their securities into Shares in Jaxsta where such conversion would result in a contravention of Chapter 6 of the Corporations Act, meaning Songtradr cannot obtain a relevant interest in voting shares in Jaxsta exceeding 20% without Shareholder approval being obtained, with no votes being cast in favour of the resolution by Songtradr or their associates. Songtradr has the right to require Jaxsta to convene a meeting of Shareholders (at its own cost) to obtain Shareholder approval under item 7 of section 611 of the Corporations Act.

Consequences if Resolutions 1 and 2 is not approved

If Resolutions 1 and 2 are not passed, the Company will not be able to issue the 2022 Convertible Notes and Options, which will result in the Company being unable to fulfil the commercial terms of the 2022 Convertible Note Deed. This would also result in an event of default under the Initial Loan, in which case Songtradr would declare all or part of the $1.7M Initial Loan as immediately repayable, which would:

1) have significant negative impacts on the Company;

2) result in the Company failing to have enough cash to fund its next two quarters which could result ASX suspending trading in the Company's securities on ASX; and

3) result in the Company having no immediate cash reserves, requiring the appointment of administrators and potentially wind up operations.

Technical information required by ASX Listing Rule 7.3

ASX Listing Rule 7.3 requires that the following information be provided to Shareholders in relation to the proposed issue of the Securities:

2) the Securities will be issued to Songtradr;

3) the number of Securities the Company will issue are:

   a) 2022 Convertible Note:

      i) convertible note, convertible into 142,857,143 fully paid ordinary shares in the Company;

      ii) 142,857,143 options, convertible into 142,857,143 fully paid ordinary shares in the Company on exercise; and

   b) 2020 Convertible Note:

      i) an additional conversion of 27,047,619 ordinary shares upon conversion, over the previously approved amount of 40,571,429,

4) the securities will be issued within 3 months of the Company receiving Shareholder approval under ASX Listing Rule 7.1 (or a longer period, if allowed by ASX);

5) the securities to be issued under the 2022 Convertible Note and are issued at a conversion price of A$0.021 per share for a total of A$3.0 million. An additional A$3.0 million will be received by the Company in the event that Songtradr exercises all Songtradr Options;

6) the net funds raised from the issue of the Securities will be used primarily for working capital. The funds will also be used by the Company to accelerate the expansion of the Jaxsta platform to include music related consumer products (B2C) and achieve a revenue growth plan targeting profitability within the next 18 months, including an optimised Jaxsta subscription product offering for enterprise customers;

7) the shares to be issued on conversion or exercise of the 2022 Convertible Notes, Songtradr Options and 2020 Convertible Notes are fully paid ordinary shares in the Company which rank equally with other existing shares from the date of issue; and

8) shares under the 2022 Convertible Notes, Songtradr Options and 2020 Convertible Notes are to be issued to Songtradr Inc in consultation with the Board who qualified under the requirements of section 708 of the Corporations Act.

A summary of the key terms and conditions of the 2022 Convertible Notes and 2020 Convertible Notes are set out in **Attachment A** to this Notice of Meeting. A summary of the key terms and conditions of the Songtradr Options are set out in **Attachment B** to this Notice of Meeting.

A Voting Exclusion Statement accompanies Resolution 1 and 2 in the Notice of Meeting.

Interdependency

Shareholders should note that Resolutions 1 and 2 are interdependent. Therefore, failure of Resolutions 1 will result in Resolutions 2 being deemed not to have been passed and the reverse applies as well.

Board recommendation

The Directors unanimously recommend Shareholders vote in favour of Resolutions 1 and 2.

Resolution 3: Election of director – Stephen Gledden

Clause 14.3 of the Constitution allows the Company to appoint at any time a person to be a Director by resolution passed in General Meeting.

In order for the proposed directors to be eligible for election, either the proposed directors, or a Shareholder intending to propose their nomination, must leave at the Company's registered office at least 30 Business Days before the Meeting, a written notice from the proposed directors consenting to their nomination and signifying their candidature for the office, or a written notice from a Shareholder signifying their intention to nominate the proposed directors.

Stephen Gledden was proposed to the Company as a Director of the Company on 11 May 2022.

a) **Biography**

Steve is a Private Equity & Venture Capital advisor and investor with experience across the UK, USA and Australia. He brings 28-years' experience as a business owner, operator and investor in a broad range of sectors including industrial services, life sciences, manufacturing, banking, resources, media, software & technology, private equity and venture capital.

- Extensive operating experience from small to large venture backed, private and public companies.
- 28 years experience, involvement in >50 transactions and capital raisings, >$10 billion transaction values
- McKinsey & Co
- BCom/B.Sc Melbourne University, MBA Oxford

b) **Other current directorships**

- Straight Bat Private Equity Pty Ltd
- HPS Tech Pty Ltd
- RPM Hire Pty Ltd
- Fortress eSports Pty Ltd
- FloLevel Global Pty Ltd
- Gledden Ventures Pty Ltd
- SC Gledden & Associates Pty Ltd

c) Independence

Mr Gledden is not considered to have any interest, position or relationship that might influence or reasonably be perceived to influence in a material respect his capacity to bring an independent judgment to bear on issues before the Board and to act in the best interests of the Company and its Shareholders. Accordingly, the Board considers that Mr Gledden is an Independent Director.

Board recommendation

The Board unanimously supports the election of Mr Gledden as a Director and recommends that all Shareholders **vote in favour** of Resolution 3.

Resolution 4: Election of director – Ben Katovsky

Clause 14.3 of the Constitution allows the Company to appoint at any time a person to be a Director by resolution passed in General Meeting.

In order for the proposed directors to be eligible for election, either the proposed directors, or a Shareholder intending to propose their nomination, must leave at the Company's registered office at least 30 Business Days before the Meeting, a written notice from the proposed directors consenting to their nomination and signifying their candidature for the office, or a written notice from a Shareholder signifying their intention to nominate the proposed directors.

Ben Katovsky was proposed to the Company as a Director of the Company on 11 May 2022.

a) Biography

Ben Katovsky is a leading global music executive. For the last 4 years he has been Chief Operating Officer of BMG - the world's fourth largest music business - where he has been instrumental in driving BMG's rapid global growth as one of the world's largest investors in music rights.

At BMG he has led the development of a market leading and scalable operating platform, driven BMG's digital business development and licensing efforts, led operational M&A integration and led numerous strategic initiatives.

Prior to this Ben spent over a decade in the software and services industry developing IP rights management and royalty processing software with market leader Counterpoint Systems. During this time Ben worked on complex business change and post-acquisition integration projects with global music, film & TV and sport clients.

b) Other current directorships

Breninbridge Limited, UK

c) Independence

Mr Katovsky is not considered to have any interest, position or relationship that might influence or reasonably be perceived to influence in a material respect his capacity to bring an independent judgment to bear on issues before the Board and to act in the best interests of the Company and its Shareholders. Accordingly, the Board considers that Mr Katovsky is an Independent Director.

Board recommendation

The Board unanimously supports the election of Mr Gledden as a Director and recommends that all Shareholders **vote in favour** of Resolution 4.

Resolutions 5 - 9: Issue of Options to Directors

General

As announced on 28 April 2022, Jaxsta has undertaken the required strategic and operation review of the Company, under which operating costs will be reduced by at least $1.5M per annum (**Jaxsta Turnaround Plan**). As part of this Review it has been determined that all non-executive Directors of the Board will be remunerated by way of unlisted options over the next two years in lieu of receiving board fees. Additionally Jorge Nigaglioni will reduce his salary by $60,000 per year and will be remunerated by way of unlisted options over the next two years in lieu of the reduction in his cash salary. Resolutions 5 to 9 seek Shareholder approval for the issue of the following number of unlisted options to the Directors as part of aligning their remuneration with the Review and Shareholder expectations:

1) Resolution 5 - 10,000,000 unlisted options to Mr Stephen Gledden (or his nominee)(subject to Resolution 3 being passed);

2) Resolution 6 - 10,000,000 unlisted options to Mr Ben Katovsky (or his nominee)(subject to Resolution 4 being passed);

3) Resolution 7 - 10,000,000 unlisted options to Ms Linda Jenkinson (or her nominee);

4) Resolution 8 - 10,000,000 unlisted options to Mr Robert Gaunt (or his nominee);

(together, the **Director Options**).

5) Resolution 9 - 5,000,000 unlisted options to Mr Jorge Nigaglioni (or his nominee),

(together, the **Executive Options**).

The Director Options will have an exercise price of $0.00 and $0.035 depending on the tranche. The Executive Options will have an exercise price of $0.00. The Director Options and Executive Options will have an expiry date of 3 years from the date of issue.

The primary purpose for issuing the Director Options and Executive Options in place of cash Director fees or salary is to enable the Company to meet the requirements of the Jaxsta Turnaround Plan by managing its cash flow to preserve the Company's cash reserves. The Director Options and Executive Options will also link Directors ongoing contributions with the Company's success which is likely to benefit Shareholders. The Director Options will vest equally in four tranches with:

1) 25% vesting on the one year anniversary of the grant date (Tranche 1);

2) 25% vesting on the two year anniversary of the grant date (Tranche 2);

3) 25% vesting upon the Company's share price reaching a 14 day Volume Weighted Adjusted Price (VWAP) of $0.10 (Tranche 3); and

4) the remaining 25% vesting upon the Company's share price reaching a 14 day VWAP of $0.15 and the Director reaching the one year anniversary of the grant date (Tranche 4).

The Tranche 1 and 2 Director Options will be issued to the directors, subject to Shareholder approval, in lieu of the directors and officers fixed cash remuneration cap previously approved by Jaxsta Shareholders. Tranche 3 and 4 of the Directors Options are performance securities converting into less than 10% of the Company's fully diluted share capital to be issued subject, to Shareholder approval, to directors to:

1) link director performance to Shareholder value;

2) align the interest of directors more closely with the interests of Shareholders by providing directors an opportunity to receive shares in Jaxsta; and

3) provide greater incentive for directors to focus on the Company's longer term goals.

The Executive Options will vest equally in two tranches with 50% vesting on the one year anniversary of the grant date and 50% vesting on the two year anniversary of the grant date.

Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

1) obtain the approval of the public company's members in the manner set out in sections 217 and 227 of the Corporations Act; and

2) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in the sections 210 to 216 of the Corporations Act.

The Directors are considered to be related parties within the meaning of the Corporations Act, and the grant of the Director Options and Executive Options, which are the subjects of Resolutions 5 to 9, will constitute a financial benefit for the purposes of Chapter 2E of the Corporations Act.

An exception to the requirement to obtain Shareholder approval in accordance with Chapter 2E applies where the financial benefit constitutes part of the related party's reasonable remuneration. The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act of the Corporations Act is not required in respect of the issues because the Director Options will be issued to the Directors (or their respective nominees) in lieu of their normal, periodic directors' fees, and are considered to be reasonable remuneration for the purposes of section 211 of the Corporations Act. In reaching this conclusion, the Board has had regard to a variety of factors including market practice and the remuneration offered to persons in comparable positions at comparable companies as well as the primary purpose for issuing the Director Options, being to assist the Company in managing its cash flow by preserving the Company's cash reserves.

Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

1) a related party;

2) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;

3) a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;

4) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or

5) a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue of the Director Options and Executive Options fall within Listing Rule 10.11.1 (as each party, the subject of Resolutions 5 to 9 respectively, is a Director of the Company or a Director of the Company within six months of the issue of Options) and does not fall within any of the exceptions in Listing Rule 10.12. Resolutions 5 to 9 therefore require the approval of Shareholders under Listing Rule 10.11.

Resolutions 5 to 9 seek Shareholder approval for the issue of the Director Options and Executive Options under and for the purposes of Listing Rule 10.11.

Technical information required by Listing Rule 14.1A

Consequences if each of Resolutions 5 to 9 are approved

If Resolutions 5 to 9 are passed, the Company will be able to proceed with the issue of the Director Options and Executive Options within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Options and Executive Options(because approval is being obtained under Listing Rule 10.11), the issue of the Director Options and Executive Options will not use up any of the Company's 15% annual placement capacity.

Consequences if each of Resolutions 5 to 9 are <u>NOT</u> approved

If Resolutions 5 to 9 are not passed, the Company will not be able to proceed with the issue of the Director Options to Mr Gledden, Mr Katovsky, Ms Jenkinson and Mr Gaunt in lieu of cash payments for their Directors' fees and and the issue of Executive Options to Mr Nigaglioni in lieu of a portion of his salary and the Company will need to satisfy the payment of these fees and salary out of the Company's cash reserves. This would also mean that the Company is unable to implement its Review which is an event of default under the 2022 Convertible Note. As a result, Songtradr would declare all or part of the outstanding amount under the 2022 Convertible Note or $1.7M Initial Loan as immediately repayable, which would:

1) have significant negative impacts on the Company;

2) result in the Company failing to have enough cash to fund its next two quarters which could result in the ASX suspending trading in the Company's securities on ASX; and

3) result in the Company having no immediate cash reserves, requiring the appointment of administrators and potentially wind up operations.

Technical Information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to Resolutions 5 to 9:

1) the Director Options or Executive Options will be issued to:

   a) Resolution 5 – Mr Gledden (or his nominee), who falls within the category set out in Listing Rule 10.11.1 as Mr Gledden is a related party of the Company by virtue of being a Director (subject to Resolution 3 being passed);

   b) Resolution 6 – Mr Katovsky (or his nominee), who falls within the category set out in Listing Rule 10.11.1 as Mr Katovsky is a related party of the Company by virtue of being a Director (subject to Resolution 4 being passed);

   c) Resolution 7 – Ms Jenkinson (or her nominee), who falls within the category set out in Listing Rule 10.11.1 as Ms Jenkinson is a related party of the Company by virtue of being a Director; and

   d) Resolution 8 – Mr Gaunt (or his nominee), who falls within the category set out in Listing Rule 10.11.1 as Mr Gaunt is a related party of the Company by virtue of being a Director;

   e) Resolution 9 – Mr Nigaglioni (or his nominee), who falls within the category set out in Listing Rule 10.11.1 as Mr Nigaglioni is a related party of the Company by virtue of being a Director within six months from the date of issue;

   **If the Directors elect to have the Director Options or Executive Options granted to their nominees, the nominee will be a related party of the Company by virtue of Listing Rule 10.11.4.*

2) the maximum number of Director Options to be issued is 40,000,000 Director Options and 5,000,000 Executive Options to:

   a) Resolution 5 – Mr Gledden (or his nominee) is 10,000,000 unlisted options;

   b) Resolution 6 – Mr Katovsky (or his nominee) is 10,000,000 unlisted options;

   c) Resolution 7 – Ms Jenkinson (or her nominee) is 10,000,000 unlisted options;

   d) Resolution 8 – Mr Gaunt (or his nominee) is 10,000,000 unlisted options; and

   e) Resolution 9 – Mr Nigaglioni (or his nominee) is 5,000,000 unlisted options;

3) the Director Options and Executive Options will be issued on the same terms and conditions as the Company's unlisted options issued via the Jaxsta Incentive Plan. The terms and conditions of the unlisted options are set out in Attachment C;

4) the Director Options and Executive Options will be issued no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);

5) the deemed issue price of the Director Options and Executive Options will be either $0.00 or $0.035 per Share. The Company will not receive any consideration for the issue of the Director Options and Executive Options with an exercise price of $0.00 (however the Company will not be obliged to pay such fees owing to the Directors in cash);

6) the purpose of the issue of Director Options and Executive Options under Resolutions 5 to 9 is to appropriately remunerate Mr Gledden, Mr Katovsky, Ms Jenkinson, Mr Gaunt and Mr Nigaglioni, for their Directors' fees or portion of executive salary in lieu of the Company

paying such fees in cash, therefore no funds will be raised as a result of the issue of Directors Options under Resolutions 5 to 9; and

7) the remuneration and emoluments from the Company to Ms Jenkinson, Mr Gaunt and Mr Nigaglioni for the previous financial year and proposed remuneration and emoluments for the current financial year as set out below:

Related Party	Current Financial Year (FY2022)[1]	Previous Financial Year (FY2021)
Stephen Gledden	-	-
Ben Katovsky	-	-
Linda Jenkinson	$110,000	$120,000
Robert Gaunt	$55,000	$45,000
Jorge NIgaglioni	$235,000	$210,000

Notes:

1. This does not include the value of any future Securities which may be issued to the Director, including pursuant to this Notice.

The Directors Options are not being issued under an agreement and a voting exclusion statement is included in Resolutions 5 to 9 of the Notice.

A summary of the key terms and conditions of Director Options and Executive Options is set out in **Attachment C** of this Notice of Meeting.

Interdependency

Shareholders should note that Resolution 1, 2 and 3 through 9 are interdependent, therefore, failure of Resolution 1 or 2 will result in Resolutions 3 through 9 being deemed not to have been passed.

Shareholders should note that Resolution 3 and 5 are interdependent, therefore, failure of Resolution 3 will result in Resolution 5 being deemed not to have been passed.

Shareholders should note that Resolution 4 and 6 are interdependent, therefore, failure of Resolution 4 will result in Resolution 6 being deemed not to have been passed.

Board recommendation

The Directors do not make any recommendation on Resolutions 5 to 9 because of their personal interest in the subject matter of the Resolutions.

No ASX responsibility for this Notice

Attachment A - Terms and conditions of 2022 Convertible Notes and 2020 Convertible Notes

Key Term	2020 Convertible Notes	2022 Convertible Notes
Term and maturity	The maturity date of the 2020-Convertible Notes is 10 September 2023 (**Final Redemption Date**).	The maturity date of the 2022 Convertible Notes is 24 June 2025 (**Final Redemption Date**).
Total face value	A$1,420,000.	$3,000,000
Interest	The Convertible Notes carry an interest rate of 7.5% per annum. Interest accrues in 3 month periods on the outstanding amount under the Convertible Note Agreement, including any capitalised and uncapitalised interest (**Outstanding Amount**). Accrued interest will be capitalised on the last day of each 3 month period by increasing the Outstanding Amount. Songtradr may elect that the interest accrued over the term of Convertible Note Agreement be converted into Shares in accordance with conversion terms set out below.	
Security and collateral	The Convertible Note Agreement is secured by a general security deed over all present and future acquired property, interests, rights and proceeds of the Company, Jaxsta Holdings Pty Limited and Jaxsta Enterprise Pty Ltd.	
Conversion terms	Songtradr may at any time convert all (or part) of the Outstanding Amount to Shares by giving a conversion notice to the Company (**Conversion Notice**). If Songtradr gives a Conversion Notice to the Company, the Company must issue to Songtradr the number of Shares determined in accordance with the following formula: $$x = \frac{P}{CP}$$ where, **x** number of Shares to be issued; **P** conversion amount to be converted; and **CP** Conversion Price of A$0.021. If any Diluting Event (as defined below) occurs, an adjustment will be made to the number and issue price of Shares to which Songtradr is entitled upon conversion of the Convertible Notes so that the relative fair market value of the Convertible Notes as compared to the fair market value of other securities on issue prior to the Diluting Event is not adversely affected by the Diluting Event. The following are	

	Diluting Events: • an issue of securities by way of capitalisation of profits or reserves or bonus issue; • a cash or non-cash dividend or other distribution, including any spin off; • a rights issue or entitlements issue (of shares or other securities) or a placement (of shares or other securities), other than convertible securities, where the issue price per Share is less than the Conversion Price; or • an issue of securities convertible into Shares (or any amendment to the conversion terms of those securities) where the present value of the issue price per share (assuming the security is converted on the latest possible date) is less than the Conversion Price.	
Maximum number of Shares on conversion	The maximum number of Shares to be issued on conversion of the total face value is 67,619,048 subject to any additional Shares to be issued on conversion of accrued and capitalised interest. Songtradr cannot convert the Convertible Notes if doing so would breach the takeover rules contained in the Corporations Act. The amount of interest can potentially be converted into a maximum of 10,131,350.	The maximum number of Shares to be issued on conversion of the total face value is 142,857,143 subject to any additional Shares to be issued on conversion of accrued and capitalised interest. Songtradr cannot convert the Convertible Notes if doing so would breach the takeover rules contained in the Corporations Act. The amount of interest can potentially be converted into a maximum of 35,673,768.
Voluntary prepayment	The Company cannot prepay any Convertible Notes without the prior written consent of Songtradr.	
Conversion trigger	If, in the release to ASX of the Company's full year financial results for FY21 or FY22, the Company reports: • a net profit of at least $5,000,000, Songtradr must issue a Conversion Notice in respect of the aggregate of the face value and accrued but unpaid interest (if any); and • a net profit of at least $2,500,000 but less than $5,000,000, Songtradr	N/A

	must, issue a Conversion Notice in respect of 50% of the aggregate of the face value and accrued but unpaid interest (if any).	
Redemption	The Company must repay the face value of the Convertible Notes plus any accrued interest in the event the Convertible Notes are not converted prior to 10 September 2023.	The Company must repay the face value of the Convertible Notes plus any accrued interest in the event the Convertible Notes are not converted prior to 24 June 2025.
Board Observer/Appointments	1) Whilst Songtradr holds the Convertible Notes or at least 5% of the total issued Shares in the Company, Songtradr may appoint a representative who 2) will be entitled to attend and observe board meetings of the Company in a non-voting capacity and on a confidential basis.	Songtradr is entitled to appoint 2 full voting board members
Events of default	The Convertible Note Agreement sets out a number of events that are each deemed to be an **Event of Default**. These events include: ● certain failures to pay or repay any part of amounts under a Note Document as when they fall due; ● an unremedied failure to comply with any provision of the Note Documents or with any condition of any waiver or consent; ● failure to convene a general meeting within 6 months to obtain shareholder approval or failure to obtain shareholder approval for the Note Documents; ● any representation or warranty or statement under a Note Document is or proves to have been incorrect or misleading in any material respect, and the circumstances that give rise to the breach are not remedied within 15 Business Days; ● certain financial indebtedness becomes due and payable, or becomes capable of being declared due and payable, before the scheduled date for payment or is not paid when due; ● any encumbrance is enforced against an asset of a party in an amount exceeding A$350,000; ● a judgment in an amount exceeding A$350,000 is obtained against a party, and is not set aside or satisfied within 14 days	

or any later date under the terms of the judgment on which it is required to be paid;

- a distress, attachment, execution or other process of a government agency is issued against, levied or entered upon an asset of a party in an amount exceeding A$350,000, and is not set aside or satisfied within 14 days;
- a party is unable to pay its debts when they are due or is otherwise insolvent;
- a party implements a merger, demerger or scheme of arrangement with any person;
- a party is deregistered, or any steps are taken to deregister a party under any applicable law;
- all or a material part of the secured property is destroyed, lost or destroyed subject to being appropriately covered by insurance;
- the Company ceases to have its ordinary shares listed for trading on the ASX;
- a material provision of a Note Document is illegal, void, voidable or unenforceable;
- any person becomes entitled to terminate, rescind or avoid any material provision of a Note Document;
- the execution, delivery or performance of a Note Document by a party breaches or results in a contravention of any law;
- any event or series of events, whether related or not, occurs which has, or is likely to have, a material adverse effect;
- a party repudiates a Note Document;
- if all or a material part of the property of a party is sold or divested because it is required to do so by a government agency, or is compulsorily acquired by any government agency without compensation;
- failure to have sufficient cash at hand and cash equivalents to ensure that the Company can fully cover its short-term liabilities as and when they fall due in the following 2 months.

Note Document means the Convertible Note Agreement and each corresponding security document, the licence agreement and any document agreed by the Company and Songtradr to be a Note Document.

If an Event of Default occurs, while it is continuing Songtradr may at any time after its occurrence by notice to the Company declare that:

- all or part of the secured moneys, are immediately due and payable, whereupon they will become immediately due and payable; or

	• all or part of the secured moneys are payable on demand, whereupon they will become payable by demand by Songtradr; or • exercise any or all of its rights, remedies, powers or discretions under the Note Documents; or • make a combination of the declarations of the above.
Representations and warranties	The Company has provided Songtradr with a number of customary representations and warranties in the Convertible Note Agreement.
Guarantee and indemnity	The obligations of the Company under the Convertible Notes are guaranteed by the wholly owned subsidiaries of the Company being Jaxsta Holdings Pty Limited and Jaxsta Enterprise Pty Ltd. The Company provides an indemnity in favour of Songtradr in respect of any loss suffered in connection with a default under the Convertible Note Agreement.
Assignment and transferability	Songtradr may assign or transfer its rights under or in connection with the Convertible Note Agreement without the consent of the Company.

Attachment B - Terms and conditions of Songtradr Options

Key Term	Songtradr Options
Term and maturity	The expiry date of the Songtradr Options is 24 June 2025 (**Final Redemption Date**).
Total face value	$3,000,000
Interest	N/A
Security and collateral	N/A
Exercise terms	Upon conversion of the 2022 Convertible Note: Songtradr may exercise the portion of the Options that corresponds to the amount of the 2022 Convertible Note converted. Songtradr may exercise the Songtradr Options by giving an exercise notice to the Company (**Exercise Notice**). If Songtradr gives an Exercise Notice to the Company and pays the exercise price at 2.1 cents per Songtradr Option, the Company must issue to Songtradr the number of Shares determined in accordance with the corresponding amount of converted 2022 Convertible Note. The number of shares issued to Songtradr following an Exercise Notice is subject to any Diluting Events and the following adjustments in certain circumstances: ● the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu of, or in satisfaction of, dividends or by way of dividend reinvestment); ● any reorganisation of the Company where the rights of Songtradr will be varied to the extent necessary to comply with the ASX Listing Rules; and ● where makes a pro rata issue (as that term is defined in the ASX Listing Rules) of Shares to existing Shareholders (except a bonus issue) the old Subscription Price for the Options ($0.021) will be reduced according to the following : New Subscription Price = $O - \frac{E\,[P-(S+D)}{N+1}$

	O = the old Subscription Price **E =** the number of underlying Option Shares into which one Option is exercisable (Note: E is one unless the number has changed because of a bonus issue) **P =** VWAP per Share of the underlying Option Shares calculated over the 5 Trading Days ending on the day before the ex-rights date or ex entitlements date **S =** the subscription price of a Share under the pro rata issue. **D =** the dividend due but not yet paid on the existing underlying Shares (except those to be issued under the pro rata issue). **N =** the number of Shares with rights or entitlements that must be held to receive a right to one new
Maximum number of Shares on conversion	The maximum number of Shares to be issued on exercise of the options is contingent on the total number of shares issued on conversion under the 2022 Convertible Note. Songtradr cannot exercise the Options if doing so would breach the takeover rules contained in the Corporations Act.
Voluntary prepayment	N/A
Conversion trigger	N/A
Redemption	N/A
Board Observer/Appointments	N/A
Events of default	N/A
Representations and warranties	N/A
Guarantee and indemnity	N/A
Assignment and transferability	N/A

Attachment C - Terms and conditions of Director Options and Executive Options

Key Term	Director Options	Executive Options
Issue of Options	The Options are to be issued within a month of the date of this meeting.	
Entitlement	Each Option entitles the holder to subscribe for one Share upon exercise of the Option.	
Issue Price	Unless the Options are quoted on the ASX, Options issued under the plan will be issued for no more than nominal cash consideration.	
Exercise Price	Subject to a reorganisation of capital (described in the 'Reorganisation of capital' section below), the amount payable upon exercise of each Option is $0.00 for Tranche 1 and 2, and $0.035 for Tranche 3 & 4 (**Exercise Price**).	Subject to a reorganisation of capital (described in the 'Reorganisation of capital' section below), the amount payable upon exercise of each Option is $0.00 for Tranche 1 and 2 (**Exercise Price**).
Vesting	The Options vest in tranches for Mr Gledden, Mr Katovsky, Ms Jenkinson and Mr Gaunt (the **Holders**), respectively as follows: 1) 2,500,000 vesting upon reaching a one year anniversary from the Grant Date (Tranche #1); 2) 2,500,000 vesting upon reaching a two year anniversary from the Grant Date (Tranche #2); 3) 2,500,000 vesting upon reaching a 14 day VWAP of $0.10 per share (Tranche #3); 4) 2,500,000 vesting upon reaching a 14 day VWAP of $0.15 per share and reaching a one year anniversary from the Grant Date (Tranche #4);	The Options vest in tranches for Mr Nigaglioni (the **Executive Holder**), respectively as follows: 1) 2,500,000 vesting upon reaching a one year anniversary from the Grant Date (Tranche #1); 2) 2,500,000 vesting upon reaching a two year anniversary from the Grant Date (Tranche #2);
Vesting Conditions	The Board may in its absolute discretion (except in respect of a Change of Control occurring where any vesting conditions applying to the Options, are deemed to be automatically waived) by written notice to a Holder or Executive Holder, resolve to waive any of any vesting conditions applying to Options due to: 1) Special Circumstances arising in relation to a relevant person in respect of those Options; 2) a Change of Control (defined below) occurring; or	

	the Company passing a resolution for voluntary winding up, or an order is made for the compulsory winding up of the Company.
Lapse of an Option	An Option will lapse upon the earlier to occur of: 1) an unauthorised dealing in the Option; 2) a vesting condition in relation to the Option is not satisfied by its due date, or becomes incapable of satisfaction, unless the Board exercises its discretion to vest the Option (e.g., due to death, total and permanent disability); 3) in respect of unvested Options only, a Holder or Executive Holder ceases to be a Holder, unless the Board exercises its discretion to vest the Options (e.g., due to death, total and permanent disability) or allow the unvested Options to remain unvested after the relevant person ceases to be a Holder; 4) in respect of vested Options only, a relevant person ceases to be a Holder and the Option granted in respect of that person is not exercised within one (1) month (or such later date as the Board determines) of the date that person ceases to be a Holder; 5) the Board deems that an Option lapses due to fraud, dishonesty or other improper behaviour of the Holder; 6) the Company undergoes a change in control or winding up, and the Board does not exercise its discretion to vest the Option; and the expiry date of the Option.
Expiry Date	Each Option will expire on the date that is the third year anniversary of the grant date of the Option.
Exercise Period	The Options are exercisable during the period commencing on the applicable grant date of the Options as detailed in the 'Vesting' section above and ending on the Expiry Date (**Exercise Period**). The Holder or Executive Holder's right to exercise an Option immediately lapses at midnight on the Expiry Date.
Notice of Exercise	An Option may be exercised during the Exercise Period by notice to the Company (**Notice of Exercise**) and payment of the Exercise Price for each Option within 5 days of the date of the Notice of Exercise.
Timing of issue of Shares on exercise	Upon the exercise of an Option, the Company must: 1) within five (5) business days of the date on which the Exercise Notice takes effect, subject to any change to the number of Shares to be issued or to the Exercise Price required under the terms applicable to the Options as a result of a reorganisation of the Company's share capital, issue to the Holder or Executive Holder one Share for each Option exercised; 2) apply to ASX for listing or quotation of the Shares to be issued pursuant to the exercise of the Options and any such application must be made in accordance with the ASX Listing Rules;

	3) subject to the Corporations Act, issue a certificate representing the Shares issued on exercise of the Options within five (5) business days of the issue of the Shares.
Shares issued on exercise	Shares issued on exercise of the Options will, subject to the Company's Constitution, rank equally with the existing Shares at the date of issue.
Quotation of Shares	If Shares of the same class as those issued upon exercise of Options issued are quoted on the ASX, the Company will, subject to the ASX Listing Rules, apply to the ASX for those Shares to be quoted on ASX within 10 business days of the later of the date the Shares are issued and the date any restriction period applying to the disposal of Shares ends.
Reorganisation of capital	If prior to the issue of Shares on exercise of an Option, there is a reorganisation of the capital of the Company (including pro-rata bonus or rights issue, consolidation, subdivision, reduction or return), the Option and the Exercise Price of the Option is to be changed in the manner set out in the Option Agreement subject to the requirements of the Corporations Act and the ASX Listing Rules.
Share Sale Restrictions	The Board may, in its discretion, determine at any time up until exercise of Options, that a restriction period will apply to some or all of the Shares issued to a Holder or Executive Holder (or their eligible nominee) on exercise of those Options up to a maximum of seven (7) years from the grant date of the Options.
Participation in new issues	The Holder or Executive Holder may only participate in new issues of Shares if the Holder or Executive Holder exercises any Options and becomes the holder of Shares on or prior to the record date for the new issue of Shares, during the currency of the Options.
Transferability	The Options are not transferable for a period of 12 months from the date the Options are issued to the Holder without the prior written consent of the Company other than: 1) where a Permitted Vesting Event occurs or where there is a transfer to a related body corporate of the Option Holder with the prior consent of the Company; or 2) in Special Circumstances with the prior written consent of the Board (which may be withheld in its absolute discretion); or 3) by force of law upon death to the Holder's or Executive Holder legal personal representative; or 4) upon bankruptcy to the Holder's trustee in bankruptcy.
Definitions	Capitalised terms used in the above summary are as defined in the Jaxsta Incentive Option Plan, including: ***Change of Control*** means: 1) a bona fide Takeover Bid is declared unconditional and the bidder has acquired a Relevant Interest in at least 50.1% of the Company's issued Shares; 2) a court approves, under section 411 (4)(b) of the Corporations Act, a proposed compromise or arrangement for the purposes of, or in connection with, a scheme for

the reconstruction of the Company or its amalgamation with any other company or companies; or

in any other case, a person obtains Voting Power in the Company which the Board (which for the avoidance of doubt will comprise those Directors immediately prior to the person acquiring that Voting Power) determines, acting in good faith and in accordance with their fiduciary duties, is sufficient to control the composition of the Board.