

ASX Announcement

30 June 2022

Trading Update and MOQ enters into Scheme Implementation Deed with Atturra

Trading Update

Key Commentary

- Operational challenges have continued from 1H22
- Although significant progress has been made on unprofitable professional services customer contracts on fixed fee arrangements (identified in MOQ's Trading Update announced on 15 December 2021), two of these contracts are now expected to only conclude in 1H23, which is later than originally anticipated
- MOQ commenced its 'Back on Track' plan as announced on 28 February 2022; however, the turnaround has been slower than originally expected
- Trading losses continue to be a challenge for MOQ, and the Company is taking action to minimise these cash outflows
- Net cash as at 31 May 2022 was c. \$2.7 million

Consistent with MOQ's previous policy, the Company is not providing any guidance with respect to its FY22 statutory profit before tax or any other financial outcomes for the full year.

Scheme Implementation Deed

Overview

MOQ Limited (**MOQ** or **the Company**) and Atturra Limited (**Atturra**)¹ today announce that following receipt of an unsolicited offer from Atturra, they have executed a Scheme Implementation Deed (**SID**) under which it is proposed that Atturra will acquire 100% of the fully diluted share capital in MOQ by way of a scheme of arrangement (**Scheme**).

Under the terms of the Scheme, MOQ shareholders will receive total consideration of \$0.05 in cash per MOQ share (**Scheme Consideration**), subject to all applicable conditions being satisfied or waived and the Scheme being implemented. The offer price values MOQ at approximately \$15.5 million².

MOQ's Board of Directors Unanimously Recommend the Scheme

The Directors of MOQ, including CEO Peter Ward, unanimously recommend that MOQ's shareholders vote in favour of the Scheme in the absence of a superior proposal and, in the event that MOQ elects to appoint an Independent Expert, subject to the Independent Expert concluding (and continuing to conclude) that the Scheme is in the best interests of MOQ's shareholders. Subject to those same qualifications, each Director of MOQ intends to vote all MOQ shares they hold or control in favour of the proposed Scheme. The Directors of MOQ together hold or control approximately 34.1% of the issued share capital in MOQ.

The Scheme Consideration of \$0.05 per MOQ share is:

- a 4.2% premium to MOQ's closing share price of \$0.048 on 29 June 2022 (being the last price prior to the announcement of this Scheme); and
- equivalent to the Offer Price of \$0.05 per MOQ share under MOQ's Entitlement Offer, which was announced on 28 February 2022

¹ The SID has been entered into by MOQ and Atturra Holdings Pty Ltd, a wholly owned subsidiary of Atturra

² Based on 310,326,182 fully diluted shares on issue upon implementation of the Scheme

The Scheme provides 'certainty of value' to MOQ shareholders and the opportunity to realise 100% of their shareholdings for cash.

The Scheme is not subject to a capital raising, financing condition or due diligence by Atturra and is subject only to conditions customary for transactions of this type, including approval by the shareholders of MOQ and Federal Court of Australia.

Commenting on the transaction, David Shein, Non-Executive Chairman of MOQ, said:

"The Board of MOQ views the Atturra offer as a compelling opportunity for MOQ shareholders to realise immediate value for their shareholding. We are confident that this merger will have a positive impact for both our existing and future customers by leveraging the combined group's significant experience, product knowledge, IT expertise and resources. The Atturra transaction will provide significant career opportunities for our staff, and we look forward to the journey ahead."

Details of the Scheme

The transaction will be implemented by way of a Scheme of Arrangement under Australian law. The SID sets out the terms and conditions upon which MOQ and Atturra will give effect to the Scheme.

The Scheme is subject to a number of customary conditions including approval by MOQ shareholders and the Federal Court of Australia, no material adverse change, no prescribed occurrences, cancellation of MOQ options and any required regulatory approvals. The Scheme is not conditional on due diligence or finance. Atturra will fund the total cash consideration using existing cash and cash equivalents at call and undrawn debt facilities.

The SID contains customary exclusivity provisions including 'no shop', 'no due diligence' and 'no talk' restrictions, a notification obligation and a matching right, subject to MOQ's fiduciary and statutory obligations. The SID also details the circumstances under which a Reimbursement Fee (of \$250,000) may be payable by either MOQ or Atturra.

Full details of the Scheme are set out in the SID, a copy of which accompanies this announcement.

Indicative Timetable and Next Steps

MOQ shareholders do not need to take any action at this stage.

Subject to Court Approval, a Scheme Booklet containing information relating to the Scheme, the reasons for MOQ Directors' unanimous recommendation, details of the Scheme meeting as well as an Independent Expert's Report (to be undertaken by Lonergan Edwards & Associates Limited) providing an assessment as to whether the Scheme is in the best interests of MOQ shareholders is expected to be provided to MOQ shareholders around late July 2022. MOQ shareholders should read the Scheme Booklet once it is available and seek independent advice before making a decision on how to vote.

The Scheme also remains subject to a number of conditions including regulatory approvals and waivers. As such, the certainty of and timing for the completion of the Scheme cannot be confirmed at this time and any guidance on timing should be treated as indicative at this stage. MOQ will continue to keep the market informed in accordance with its continuous disclosure obligations.

MOQ shareholders will then have the opportunity to vote on the Scheme at the Court-convened Scheme meeting, which is currently expected to be held in early October 2022.

Advisers

Monash Advisory is acting as financial adviser and Thomson Geer is acting as legal adviser to MOQ.

ANZ Corporate Advisory is acting as financial and corporate adviser and HWL Ebsworth is acting as legal adviser to Atturra.

This announcement has been authorised by the MOQ Limited Board of Directors.

Further Informaiton

For further information, contacts as below:

MOQ

Peter Ward

Chief Executive Officer & Executive Director

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About MOQ Limited (ASX:MOQ)

MOQ Limited is a global award-winning provider of market leading services and solutions, including Consulting, Integration, Managed Services and Solutions around data, applications, and infrastructure that enables digital business. Core to MOQ's strategy is to build annuity revenue streams through high value managed services and commercialised IP such as the Virtual DBA service and to capitalise on the rapidly growing digital economy. For more information visit: <https://www.moq.com.au/>

About Atturra Limited (ASX:ATA)

Atturra is an ASX-listed technology business providing a range of enterprise advisory, consulting, IT services and solutions with a focus on local government, utilities, education, defence, federal government, financial services and manufacturing industries. Atturra has partnerships with leading global providers including Microsoft, Boomi, Software AG, Opentext, Smartsheet, QAD, Infor and Solace and its clients are some of the largest public and private-sector organisations in Australia. For more information visit: www.atturra.com

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Scheme Implementation Deed

Atturra Holdings Pty Ltd

and

MOQ Limited

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Scheme Implementation Deed

Date 30 June 2022

Parties **Atturra Holdings Pty Ltd ACN 132 368 104**
of 'Aurora Place' Level 33, 88 Phillip Street, Sydney NSW 2000
(Atturra)

MOQ Limited ACN 050 240 330
of G 01, 3 West Street, North Sydney NSW 2060
(MOQ)

Recitals

A. The parties have agreed that Atturra will acquire all of the ordinary shares in MOQ by means of a scheme of arrangement under Part 5.1 of the Corporations Act between MOQ and the Scheme Shareholders.

B. The parties have agreed to implement the scheme of arrangement on the terms and conditions of this deed.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

The meanings of the terms used in this deed are set out in Schedule 1.

1.2 Interpretation

Schedule 1 contains interpretation rules for this deed.

1.3 Deed components

This deed includes any schedule.

2. Agreement to proceed with the Transaction

- (a) MOQ agrees to propose the Scheme on and subject to the terms and conditions of this deed.
- (b) Atturra agrees to assist MOQ to propose the Scheme on and subject to the terms and conditions of this deed.
- (c) MOQ and Atturra agree to implement the Scheme on and subject to the terms and conditions of this deed.

3. Conditions Precedent and pre-implementation steps

3.1 Conditions Precedent

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

- (a) **Regulatory Approvals:** before 5.00pm on the Business Day before the Second Court Date:
 - (i) **ASIC and ASX:** ASIC and ASX issue or provide all relief, waivers, confirmations, exemptions, consents or approvals, and do all other acts necessary, or which MOQ and Atturra agree are desirable, to implement the Scheme and such relief, waivers, confirmations, exemptions, consents, approvals or other acts (as the case may be) remain in full force and effect in all respects and have not been withdrawn, revoked, suspended, restricted or amended (or become subject to any notice, intimation or indication of intention to do any such thing) before 8.00am on the Second Court Date; and
 - (ii) **other:** any other approvals, consents, waivers, exemptions or declarations that are required by law, or by any Government Agency, to implement the Scheme are granted, given, made or obtained on an unconditional basis and remain in full force and effect in all respects, and have not been withdrawn, revoked, suspended, restricted or amended (or become subject to any notice, intimation or indication of intention to do any such thing) before 8.00am on the Second Court Date.
- (b) **Shareholder approval:** MOQ Shareholders (other than Excluded Shareholders) approve the Scheme at the Scheme Meeting by the requisite majorities under subparagraph 411(4)(a)(ii) of the Corporations Act except to the extent the Court orders otherwise under section 411(4)(a)(ii)(A) of the Corporations Act.

- (c) **Court approval:** the Court approves the Scheme in accordance with paragraph 411(4)(b) of the Corporations Act either unconditionally or on conditions that do not impose unduly onerous obligations on either party (acting reasonably).
- (d) **Restraints:** between (and including) the date of this deed and 8.00am on the Second Court Date:
- (i) there is not in effect any temporary, preliminary or final order, injunction, decision or decree issued by any court of competent jurisdiction or other Government Agency, or other material legal restraint or prohibition;
 - (ii) no action or investigation is announced, commenced or threatened by any Government Agency; and
 - (iii) no application is made to any Government Agency,
- in consequence of, or in connection with, the Scheme which:
- (iv) restrains, prohibits or otherwise materially adversely affects (or could reasonably be expected to restrain, prohibit or otherwise materially adversely affect) the Scheme, completion of the Transaction or the rights of Atturra in respect of MOQ or the MOQ Shares to be acquired under the Scheme; or
 - (v) requires the divestiture by Atturra of any MOQ Shares or the divestiture of any assets of the Atturra Group or the MOQ Group,
- unless such order, injunction, decision, decree, action, investigation or application has been disposed of, or is otherwise no longer effective or enforceable, by 8.00am on the Second Court Date.
- (e) **Cancellation of MOQ Options:** before 8.00am on the Second Court Date each holder of MOQ Options has either:
- (i) exercised the MOQ Options held by them, in accordance with their terms; or
 - (ii) entered into an Option Cancellation Deed,
- so that all MOQ Options will either have lapsed, be exercised or cancelled in accordance with clause 4.5.
- (f) **No MOQ Prescribed Occurrence:** no MOQ Prescribed Occurrence occurs between (and including) the date of this deed and 8.00am on the Second Court Date.
- (g) **No MOQ Regulated Event:** no MOQ Regulated Event occurs between (and including) the date of this deed and 8.00am on the Second Court Date.
- (h) **No MOQ Material Adverse Change:** no MOQ Material Adverse Change occurs or is discovered, announced, disclosed or otherwise becomes known to Atturra,

between (and including) the date of this deed and 8.00am on the Second Court Date.

- (i) **No MOQ breach:** MOQ is not in breach, in any material respect, of its obligations under clause 5 or any of its other obligations under this deed at 5.00pm on the Business Day before the Scheme Meeting and at 8.00am on the Second Court Date.
- (j) **No Atturra breach:** Atturra is not in breach, in any material respect, of its obligations under clause 5 or any of its other obligations under this deed at 5.00pm on the Business Day before the Scheme Meeting and at 8.00am on the Second Court Date.
- (k) **MOQ's representations and warranties:** the MOQ Representations and Warranties that are qualified as to materiality are true and correct in all respects, and the MOQ Representations and Warranties that are not so qualified are true and correct, in each case as at 8.00am on the Second Court Date as though made on and as of that time, except to the extent any such representation or warranty expressly relates to an earlier date.
- (l) **Atturra's representations and warranties:** the Atturra Representations and Warranties that are qualified as to materiality are true and correct in all respects, and the Atturra Representations and Warranties that are not so qualified are true and correct, in each case as at 8.00am on the Second Court Date as though made on and as of that time, except to the extent any such representation or warranty expressly relates to an earlier date.
- (m) **MOQ continuous disclosure:** between (and including) the date of this deed and 8.00am on the Second Court Date, Atturra does not become aware of any matter, event, action or circumstance:
 - (i) that is materially adverse in relation to a MOQ Group Member, a MOQ Shareholder or a MOQ Optionholder;
 - (ii) in respect of which MOQ has not complied with its disclosure obligations under Listing Rule 3.1 at any time; and
 - (iii) that was not previously Fairly Disclosed to Atturra.
- (n) **MOQ Claims:** between (and including) the date of this deed and 8.00am on the Second Court Date, no MOQ Group Member or any of their respective directors is aware of any Claims pending or threatened against any MOQ Group Member which exceed or are likely to exceed \$5,000,000.

3.2 Satisfaction of Conditions Precedent

- (a) MOQ must, to the extent it is within its power to do so, use all reasonable endeavours to procure that each of the Conditions Precedent in clauses 3.1(b), 3.1(c), 3.1(e), 3.1(f), 3.1(g), 3.1(h), 3.1(i), 3.1(k), 3.1(m) and 3.1(n) is satisfied as soon as practicable after the date of this deed and continues to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied.

- (b) Atturra must, to the extent it is within its power to do so, use all reasonable endeavours to procure that the Conditions Precedent in clauses 3.1(j) and 3.1(l) is satisfied as soon as practicable after the date of this deed and continues to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied.
- (c) Each party must, to the extent it is within its respective power to do so, use all reasonable endeavours to procure that:
 - (i) the Conditions Precedent in clauses 3.1(a) and 3.1(d) are satisfied as soon as practicable after the date of this deed and continue to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied; and
 - (ii) there is no occurrence within its control or the control of any of its Subsidiaries that would prevent any of the Conditions Precedent being or remaining satisfied.
- (d) Without limiting this clause 3.2 and except to the extent prohibited by a Government Agency, each party must:
 - (i) promptly apply for all relevant Regulatory Approvals (as applicable) and provide to the other party a copy of all those applications;
 - (ii) take all steps it is responsible for as part of the Regulatory Approval process, including responding to requests for information from the relevant Government Agencies at the earliest practicable time;
 - (iii) keep the other party informed of progress in relation to each Regulatory Approval (including in relation to any material matters raised by, or conditions or other arrangements proposed by, or to, any Government Agency in relation to a Regulatory Approval) and provide the other party with all information reasonably requested in connection with the applications for, or progress of, the Regulatory Approvals;
 - (iv) consult with the other party in advance in relation to the progress of obtaining, and all material communications with Government Agencies regarding any of, the Regulatory Approvals; and
 - (v) provide the other party with all assistance and information that it reasonably requests in connection with an application for a Regulatory Approval to be lodged by that other party.

3.3 Waiver of Conditions Precedent

- (a) The Conditions Precedent in clauses 3.1(a), 3.1(b) and 3.1(c) cannot be waived.
- (b) The Conditions Precedent in clauses 3.1(e), 3.1(f), 3.1(g), 3.1(h), 3.1(i), 3.1(k), 3.1(m) and 3.1(n) are for the sole benefit of Atturra and may only be waived by Atturra (in its absolute discretion) in writing.

- (c) The Conditions Precedent in clauses 3.1(j) and 3.1(l) are for the sole benefit of MOQ and may only be waived by MOQ (in its absolute discretion) in writing.
- (d) The Condition Precedent in clause 3.1(d) is for the benefit of both parties and may only be waived by written agreement between Atturra and MOQ (in their respective absolute discretion).
- (e) Waiver of a breach or non-satisfaction in respect of one Condition Precedent does not constitute:
 - (i) a waiver of breach or non-satisfaction of any other Condition Precedent resulting from the same event; or
 - (ii) a waiver of breach or non-satisfaction of that Condition Precedent resulting from any other event.

3.4 Termination on failure of Condition Precedent

- (a) If there is an event or occurrence that would, does, or will prevent any of the Conditions Precedent being satisfied (including, for the avoidance of doubt, if MOQ Shareholders do not agree to the Scheme at the Scheme Meeting by the requisite majorities), or if any of the Conditions Precedent will not otherwise be satisfied, by the earlier of:
 - (i) the time and date specified in this deed for the satisfaction of that Condition Precedent; and
 - (ii) the End Date,

or such Condition Precedent is otherwise not satisfied by that specified time and date or by the End Date (as applicable), or it becomes more likely than not that the Scheme will not become Effective on or before the End Date, then either party may give the other party written notice (**Consultation Notice**) within 5 Business Days after a relevant notice being given under clause 3.5(b) and the parties then must consult in good faith to:

 - (iii) consider and, if agreed, determine, whether the Transaction may proceed by way of alternative means or methods;
 - (iv) consider changing and, if agreed, change, the date of the application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed to in writing by Atturra and MOQ (being a date no later than 5 Business Days before the End Date); or
 - (v) consider extending and, if agreed, extend, the time and date specified in this deed for the satisfaction of that Condition Precedent or End Date (as applicable),

respectively.

- (b) Subject to clauses 3.4(c) and 3.4(d), if the parties are unable to reach agreement under clause 3.4(a) within 5 Business Days after the date on which the Consultation Notice is given, then, unless:
- (i) the relevant Condition Precedent has been waived in accordance with clause 3.3; or
 - (ii) the party, or in the case of clause 3.3(d), each party, entitled to waive the relevant Condition Precedent in accordance with clause 3.3 confirms in writing to the other party that it will not rely on the event or occurrence that would or does prevent the relevant Condition Precedent from being satisfied, or would mean the relevant Condition Precedent would or will not otherwise be satisfied,

either party may terminate this deed without any liability to the other party because of that termination. For the avoidance of doubt, nothing in this clause 3.4(b) affects the obligation of MOQ to pay the Reimbursement Fee, if it is required to do so under clause 12.

- (c) A party may not terminate this deed pursuant to clause 3.4(b) if:
- (i) the relevant occurrence or event, the failure of the Condition Precedent to be satisfied, or the failure of the Scheme to become Effective, arises out of a breach of clauses 3.2 or 3.5 by that party, although in such circumstances the other party may still terminate this deed; or
 - (ii) the relevant Condition Precedent is stated in clause 3.3 to be for the sole benefit of the other party.
- (d) If the Condition Precedent in clause 3.1(b) (Shareholder approval) is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice to the other within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the party has, in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable. If approval is given, the Condition Precedent in clause 3.1(b) (Shareholder approval) is deemed to be satisfied for all purposes.

3.5 Certain notices relating to Conditions Precedent

If a party becomes aware of:

- (a) the satisfaction of a Condition Precedent or of any material progress towards such satisfaction; or
- (b) the happening of an event or occurrence that would, does, will, or would reasonably be likely to:
 - (i) prevent a Condition Precedent being satisfied; or
 - (ii) mean that any Condition Precedent will not otherwise be satisfied,

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

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

4. Transaction steps

4.1 Scheme

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

4.2 No amendment to the Scheme without consent

MOQ must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Atturra, which shall not be unreasonably withheld.

4.3 Scheme Consideration

- (a) The parties acknowledge that each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder subject to and in accordance with this deed and the Scheme.
- (b) Subject to the terms of the Scheme, Atturra undertakes and warrants to MOQ (in its own right and separately as trustee on behalf of the Scheme Shareholders) that, in consideration of the transfer to Atturra of each MOQ Share held by a Scheme Shareholder under the terms of the Scheme, on the Implementation Date Atturra will in accordance with this document, the Deed Poll and the Scheme:
 - (i) accept that transfer; and
 - (ii) provide to each Scheme Shareholder the Scheme Consideration for each Scheme Share in accordance with the terms of this deed and the Scheme.

4.4 Provision of MOQ Share information

- (a) In order to facilitate the provision of the Scheme Consideration, MOQ must provide, or procure the provision of, to Atturra or a nominee of Atturra, a complete copy of the MOQ Share Register as at the Scheme Record Date (which must include the name, Registered Address and registered holding of

each Scheme Shareholder as at the Scheme Record Date), within one Business Day after the Scheme Record Date.

- (b) The details and information to be provided under clause 4.4(a) must be provided in such form as Atturra, its nominee or the Atturra Registry may reasonably require.

4.5 **MOQ Options**

- (a) MOQ and Atturra must, as soon as possible after the date of this deed, take all action necessary to ensure that there are no outstanding MOQ Options on or after the Implementation Date.
- (b) Without limiting the generality of clause 4.5(a), MOQ and Atturra must cause all outstanding MOQ Options to:
 - (i) be exercised in accordance with their terms by no later than the Business Day before the Scheme Record Date; or
 - (ii) to the extent the MOQ Options are not exercised before the Scheme Record Date, be cancelled in accordance with an Option Cancellation Deed by no later than the Implementation Date,

and, if applicable, make any necessary waiver applications or requests for ASX consent under the ASX Listing Rules in respect of the actions under this clause 4.5(b).

- (c) Subject to the terms and conditions of the Option Cancellation Deeds, the transactions which form part of the cancellation of the MOQ Options will be implemented in the following sequence:
 - (i) the MOQ Options will be cancelled; and
 - (ii) in exchange, Atturra will cause each holder of MOQ Options to receive the Option Consideration for each MOQ Option held by that MOQ Optionholder to the extent the MOQ Options are not exercised in accordance with clause 4.5(b)(i).

5. **Implementation**

5.1 **Timetable**

- (a) Subject to clause 5.1(b), the parties must each use all reasonable endeavours to:
 - (i) comply with their respective obligations under this clause 5; and
 - (ii) take all necessary steps and exercise all rights necessary to implement the Transaction,

in accordance with the Timetable.

- (b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 5.1(a) to the extent that such failure is due to circumstances and matters outside the party's control or due to MOQ taking or omitting to take any action in response to a MOQ Competing Proposal or due to Atturra taking or omitting to take any action in response to an Atturra Competing Proposal as permitted or contemplated by this deed.
- (c) Each party must keep the other informed about their progress against the Timetable and notify each other if it believes that any of the dates in the Timetable are not achievable.
- (d) To the extent that any of the dates or timeframes set out in the Timetable become not achievable due to matters outside of a party's control, the parties will consult in good faith to agree to any necessary extension to ensure such matters are completed within the shortest possible timeframe.

5.2 MOQ's obligations

MOQ must take all necessary steps to implement the Scheme as soon as is reasonably practicable and, without limiting the foregoing (i) use all reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step (and must consult with Atturra on a regular basis about its progress in that regard), (ii) do any acts it is authorised and able to do on behalf of MOQ Shareholders, and (iii) do each of the following:

- (a) **preparation of Scheme Booklet:** prepare and despatch the Scheme Booklet in accordance with all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules;
- (b) **directors' recommendation:** include in the Scheme Booklet a statement by the MOQ Board:
 - (i) unanimously recommending that MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme in the absence of a MOQ Superior Proposal; and
 - (ii) that each MOQ Board Member will (subject to the same qualifications as set out in clause 5.2(b)(i)) vote, or procure the voting of, any Director MOQ Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting,

unless there has been a change of recommendation permitted by clause 5.7;
- (c) **paragraph 411(17)(b) statement:** apply to ASIC for the production of:
 - (i) an indication of intent letter stating that it does not intend to appear before the Court on the First Court Date; and

- (ii) a statement under paragraph 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (d) **Court direction:** apply to the Court for orders pursuant to subsection 411(1) of the Corporations Act directing MOQ to convene the Scheme Meeting;
- (e) **Scheme Meeting:** convene the Scheme Meeting to seek MOQ Shareholders' agreement to the Scheme in accordance with the orders made by the Court pursuant to subsection 411(1) of the Corporations Act and must not adjourn or postpone the Scheme Meeting or request the Court to adjourn or postpone the Scheme Meeting in either case without obtaining the prior written approval of Atturra;
- (f) **Court documents:** consult with Atturra in relation to the content of the documents required for the purpose of each of the Court hearings held for the purpose of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider reasonably and in good faith, for the purpose of amending drafts of those documents, comments from Atturra and its Related Persons on those documents;
- (g) **Court approval:** if the Scheme is approved by MOQ Shareholders (other than Excluded Shareholders) under subparagraph 411(4)(a)(ii) of the Corporations Act and it can reasonably be expected that all of the Conditions Precedent (other than the Condition Precedent in clause 3.1(c)) will be satisfied or waived in accordance with this deed before 8.00am on the Second Court Date, apply to the Court for orders approving the Scheme as agreed to by the MOQ Shareholders (other than Excluded Shareholders) at the Scheme Meeting;
- (h) **certificate:** at the hearing on the Second Court Date provide to the Court:
 - (i) a certificate (signed for and on behalf of MOQ) in the form of a deed (substantially in the form set out in Annexure D) confirming whether or not the Conditions Precedent (other than the Condition Precedent in clause 3.1(c)) have been satisfied or waived in accordance with this deed, a draft of which certificate must be provided by MOQ to Atturra by 4.00pm on the date that is 2 Business Days prior to the Second Court Date; and
 - (ii) any certificate provided to it by Atturra pursuant to clause 5.3(i);
- (i) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with subsection 411(10) of the Corporations Act approving the Scheme by no later than the Business Day after the date on which the Court order was made (or such later date as agreed in writing by Atturra);
- (j) **Scheme Consideration:** if the Scheme becomes Effective, finalise and close the MOQ Share Register as at the Scheme Record Date and determine entitlements to the Scheme Consideration, in accordance with the Scheme and the Deed Poll;

- (k) **transfer and registration:** if the Scheme becomes Effective and subject to Atturra having issued the Scheme Consideration in accordance with the Scheme and Deed Poll:
- (i) execute, on behalf of Scheme Shareholders, instruments of transfer of the Scheme Shares to Atturra; and
 - (ii) register all transfers of the Scheme Shares to Atturra on the Implementation Date;
- (l) **consultation with Atturra in relation to Scheme Booklet:** consult with Atturra as to the content and presentation of the Scheme Booklet including:
- (i) providing to Atturra drafts of the Scheme Booklet for the purpose of enabling Atturra to review and comment on that draft document;
 - (ii) taking all comments made by Atturra into account reasonably and in good faith when producing a revised draft of the Scheme Booklet;
 - (iii) providing to Atturra a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised and to enable Atturra to review the Regulator's Draft before the date of its submission;
 - (iv) obtaining written consent from Atturra (not to be unreasonably withheld) for the form and content in which the Atturra Information appears in the Scheme Booklet; and
 - (v) confirming in writing to Atturra that the MOQ Information in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;
- (m) **information:** provide all necessary information, and procure that the MOQ Registry provides all necessary information, in each case in a form reasonably requested by Atturra, about the Scheme, the Scheme Shareholders and MOQ Shareholders to Atturra and its Related Persons, which Atturra reasonably requires in order to:
- (i) understand the legal and beneficial ownership of MOQ Shares, and canvass agreement to the Scheme by MOQ Shareholders, (including the results of directions by MOQ to MOQ Shareholders under Part 6C.2 of the Corporations Act);
 - (ii) facilitate the provision of the Scheme Consideration by Atturra and to otherwise enable Atturra to comply with the terms of this deed, the Scheme and the Deed Poll; or
 - (iii) review the tally of proxy appointments and directions received by MOQ before the Scheme Meeting.

MOQ must comply with any reasonable request of Atturra for MOQ to give directions to MOQ Shareholders pursuant to Part 6C.2 of the Corporations Act from time to time for one of the purposes referred to in (i) or (ii) above;

- (n) **lodgement of Regulator's Draft:** as soon as practicable, but by no later than 14 days before the First Court Date, provide the Regulator's Draft to ASIC for its review for the purposes of subsection 411(2) of the Corporations Act, and provide a copy of the Regulator's Draft to Atturra as soon as practicable thereafter;
- (o) **ASIC and ASX review of Scheme Booklet:** keep Atturra informed of any matters raised by ASIC or ASX in relation to the Scheme Booklet or the Transaction, and use reasonable endeavours to take into consideration any comments made by Atturra in relation to any such matters raised by ASIC or ASX;
- (p) **registration of Scheme Booklet:** if the Court directs MOQ to convene the Scheme Meeting, take all reasonable measures within its control to cause ASIC to register the Scheme Booklet under subsection 412(6) of the Corporations Act;
- (q) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;
- (r) **assistance:** up to the Implementation Date and subject to obligations of confidentiality owed to third parties, provide Atturra and its Related Persons with reasonable access during normal business hours to the Disclosure Materials and to information and personnel of the MOQ Group that Atturra reasonably requests for the purpose of implementation of the Transaction;
- (s) **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws and regulations;
- (t) **listing:** subject to clause 5.2(v), not do anything to cause MOQ Shares to cease being quoted on the ASX or to become permanently suspended from quotation prior to implementation of the Transaction unless Atturra has agreed in writing;
- (u) **update Scheme Booklet:** until the date of the Scheme Meeting, promptly update or supplement the Scheme Booklet with, or where appropriate otherwise inform the market by way of announcement of, any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement, and seek the Court's approval for the despatch of any updated or supplementary Scheme Booklet. MOQ must consult with Atturra as to the content and presentation of the updated or supplementary Scheme Booklet, or the market announcement, in the manner contemplated by clause 5.2(l);

- (v) **suspension of trading:** apply to ASX to suspend trading in MOQ Shares with effect from the close of trading on the Effective Date;
- (w) **adjournment of Scheme Meeting:** obtain Atturra's prior written consent before proposing an adjournment to the Scheme Meeting;
- (x) **promote merits of Transaction:** participate in efforts reasonably requested by Atturra to promote the merits of the Transaction and the Scheme Consideration, including meeting with key MOQ Shareholders at the reasonable request of Atturra with such information and assistance that Atturra reasonably requests to enable it to promote the merits of the Transaction;
- (y) **proxy information:** upon request by Atturra made from time to time prior to commencement of the Scheme Meeting, inform Atturra of the total number of proxy votes received by MOQ:
 - (i) to vote in favour of the Scheme;
 - (ii) to vote against the Scheme;
 - (iii) to abstain from voting on the Scheme; and
 - (iv) where the proxy may vote at the proxy's discretion.

5.3 Atturra's obligations

Atturra must take all necessary steps to implement the Scheme as soon as is reasonably practicable and, without limiting the foregoing, must (i) use all reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step (and must consult with MOQ on a regular basis about its progress in that regard), and (ii) do each of the following:

- (a) **Atturra Information:** prepare and provide to MOQ the Atturra Information for inclusion in the Scheme Booklet, including all information regarding the Atturra Group and the Scheme Consideration required by all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60, applicable Takeovers Panel guidance notes and the Listing Rules, and consent to the inclusion of that information (other than any information provided by MOQ to Atturra or obtained from MOQ's public filings on ASX regarding the MOQ Group) in the Scheme Booklet;
- (b) **Scheme Booklet and Court documents:** provide any assistance or information reasonably requested by MOQ in connection with preparation of the Scheme Booklet (including any updated or supplementary Scheme Booklet) and any documents required to be filed with the Court in respect of the Scheme, review the drafts of the Scheme Booklet (including any updated or supplementary Scheme Booklet) prepared by MOQ and provide comments on those drafts in good faith;
- (c) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;

- (d) **Deed Poll:** by no later than one Business Day prior to the First Court Date, execute and deliver to MOQ the Deed Poll;
- (e) **Independent Expert's Report:** provide all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report;
- (f) **accuracy of Atturra Information:** confirm in writing to MOQ that the Atturra Information in the Scheme Booklet (other than any information regarding the MOQ Group) does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;
- (g) **share transfer:** if the Scheme becomes Effective:
 - (i) accept a transfer of the Scheme Shares as contemplated by clause 4.3(b)(i); and
 - (ii) execute instruments of transfer in respect of the Scheme Shares;
- (h) **Scheme Consideration:** if the Scheme becomes Effective, procure the provision of the Scheme Consideration in the manner and amount contemplated by clause 4 and the terms of the Scheme and the Deed Poll;
- (i) **certificate:** before the commencement of the hearing on the Second Court Date provide to MOQ for provision to the Court at that hearing a certificate (signed for and on behalf of Atturra) in the form of a deed (substantially in the form set out in Annexure D) confirming whether or not the Conditions Precedent (other than the Condition Precedent in clause 3.1(c)) have been satisfied or waived in accordance with this deed, a draft of which certificate must be provided by Atturra to MOQ by 4.00pm on the date that is 2 Business Days prior to the Second Court Date;
- (j) **update Atturra Information:** until the date of the Scheme Meeting, promptly provide to MOQ any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Atturra Information contained in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;
- (k) **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws and regulations; and
- (l) **Excluded Shareholder:** if any Atturra Group Member acquires any MOQ Shares after the date of this deed, notify MOQ in writing of such acquisition and the relevant Atturra Group Member (and thereafter that entity will not be a 'Scheme Shareholder' for the purposes of this deed and will be excluded from the operation of the Scheme).

5.4 Insider trading acknowledgement

Atturra acknowledges and agrees that clause 8.1 of the Mutual Confidentiality and Exclusivity Deed shall continue to apply in full force and effect and will not be affected by this document.

5.5 Conduct of business

- (a) Subject to clause 5.5(b), between the period commencing on the date of this deed and ending on the earlier of the Implementation Date and the date this document is terminated (**Relevant Period**), and without limiting any other obligations of MOQ under this deed, MOQ must:
- (i) conduct its businesses and operations, and must cause each other MOQ Group Member to conduct its respective business and operations, in the ordinary and usual course consistent with the manner (subject to any applicable laws) in which each such business and operations have been conducted in the 12 month period prior to the date of this deed;
 - (ii) keep Atturra reasonably informed of any material developments concerning the conduct of its business;
 - (iii) not enter into any line of business or other activities in which the MOQ Group is not engaged as of the date of this deed;
 - (iv) provide regular reports on the material financial affairs of the MOQ Group in a timely manner to Atturra, including the provision of MOQ Group's monthly management accounts and cashflow within 10 Business Days of the end of each calendar month, bank statements on a weekly basis, CRM extracts on a fortnightly basis and status reports on key projects on a weekly basis, and a weekly update in regards to the status of the MOQ Options;
 - (v) ensure that no MOQ Prescribed Occurrence or MOQ Regulated Event occurs;
 - (vi) make all reasonable efforts, and procure that each other MOQ Group Member makes all reasonable efforts, to:
 - (A) preserve and maintain the value the businesses and assets of the MOQ Group;
 - (B) keep available the services of the directors, officers and employees of each member of the MOQ Group;
 - (C) maintain and preserve their relationships with Government Agencies, existing customers, existing suppliers and others having business dealings with any MOQ Group Member at the date of the document (including, using all reasonable endeavours to obtain consents from third parties to any change of control provisions which Atturra reasonably requests in

contracts or arrangements to which a member of the MOQ Group is a party); and

- (D) ensure that there is no occurrence within their control that would constitute or be likely to constitute a MOQ Material Adverse Change.
- (b) Nothing in clause 5.5(a) restricts the ability of MOQ to take any action:
- (i) which is required by or expressly acknowledged by the Transaction Documents;
 - (ii) to which Atturra consents in writing (not to be unreasonably withheld);
 - (iii) which is required by any applicable law or by a Government Agency (except where that requirement arises as a result of an action or omission by a MOQ Group Member which constitutes a breach of this deed or an applicable law);
 - (iv) which has been Fairly Disclosed to Atturra in the Disclosure Materials or disclosed in the public filings of MOQ with the ASX as at the date of this deed; or
 - (v) which is undertaken in response to a MOQ Competing Proposal, as permitted by clause 11.
- (c) From the date of this deed up to and including the Second Court Date unless Atturra agrees otherwise in writing, MOQ will promptly notify Atturra of anything of which it becomes aware that:
- (i) makes any material information publicly filed by MOQ (either on its own account or in respect of any other MOQ Group Member) to be, or reasonably likely to be, incomplete, incorrect, untrue or misleading in any material respect;
 - (ii) makes any of the MOQ Representations and Warranties false, inaccurate, misleading or deceptive in any material respect;
 - (iii) makes any information provided in the Disclosure Materials incomplete, incorrect, untrue or misleading in any material respect; or
 - (iv) would constitute or be likely to constitute a MOQ Prescribed Occurrence, a MOQ Regulated Event or a MOQ Material Adverse Change.
- (d) From the date of this deed up to and including the Second Court Date unless MOQ agrees otherwise in writing, Atturra will promptly notify MOQ of anything of which it becomes aware that makes any of the Atturra Representations and Warranties false, inaccurate, misleading or deceptive in any material respect.

5.6 Appointment of directors

- (a) MOQ must, as soon as practicable on the Implementation Date, after the Scheme Consideration has been despatched to Scheme Shareholders in accordance with the terms of the Scheme, take all actions necessary to:
- (i) cause the appointment of the nominees of Atturra to the MOQ Board;
 - (ii) ensure that all directors on the MOQ Board, other than the Atturra nominees:
 - (A) resign; and
 - (B) unconditionally and irrevocably release MOQ from any claims they may have against MOQ; and
 - (iii) ensure that all directors on the boards of MOQ's Subsidiaries:
 - (A) resign; and
 - (B) unconditionally and irrevocably release MOQ and its relevant Subsidiary from any claims they may have against either of them,

and to cause the appointment of nominees of Atturra to those boards.

5.7 MOQ Board recommendation

- (a) MOQ must procure that, subject to clause 5.7(b), the MOQ Board Members unanimously recommend that MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme at the Scheme Meeting in the absence of a MOQ Superior Proposal, and that the Scheme Booklet and all other public statements relating to the Transaction include a statement to that effect.
- (b) MOQ must procure that the MOQ Board collectively, and the MOQ Board Members individually, do not adversely change, withdraw, adversely modify or adversely qualify its or their recommendation to vote in favour of the Scheme unless:
- (i) MOQ has executed a legally binding agreement, arrangement or understanding to give effect to a MOQ Superior Proposal;
 - (ii) the MOQ Board has determined, after receiving written legal advice from its external legal advisers, that the MOQ Board, by virtue of the directors' duties of the MOQ Board Members, is required to change, withdraw or modify its recommendation (with a copy of such advice having first been provided to Atturra by MOQ);
 - (iii) the Independent Expert concludes (either in its initial Independent Expert's Report or in any written update, revision, amendment,

addendum or supplementary reports to it) that the Scheme is not in the best interests of MOQ Shareholders; or

- (iv) an event in clauses 13.1(a)(i), 13.1(c)(i) or 13.2(b) occurs and MOQ has provided notice of termination to Atturra.

For the purposes of this clause 5.7(b), customary qualifications and explanations contained in the Scheme Booklet and any public announcements by MOQ in relation to a recommendation to vote in favour of the Scheme to the effect that the recommendation is made in the absence of a MOQ Superior Proposal, will not be regarded as a failure to make, or a change, withdrawal, modification or qualification of, a recommendation in favour of the Scheme.

- (c) For the purposes of this clause 5.7, a statement to the effect that a specific alternative transaction may be pursued by MOQ if the Scheme does not proceed will be regarded as a failure to make a recommendation to vote in favour of the Scheme and, if made subsequently, will be regarded as a modification of a recommendation to vote in favour, unless Atturra agrees to the making of such statement.
- (d) Without limiting the operation of clause 11 or the preceding provisions of this clause 5, if circumstances arise which may lead to any one or more MOQ Board Members adversely changing, withdrawing, adversely modifying or adversely changing their recommendation to vote in favour of the Scheme, MOQ must:
 - (i) immediately notify Atturra of this fact; and
 - (ii) consult with Atturra in good faith for at least 5 Business Days after the date on which the notice under clause 5.7(d)(i) is given to consider and determine whether there are any steps that can be taken to avoid such a change, withdrawal or variation (as applicable).
- (e) Despite anything to the contrary in this clause 5.7, a statement made by MOQ or the MOQ Board to the effect that no action should be taken by MOQ Shareholders pending the assessment of a MOQ Competing Proposal by the MOQ Board or the completion of the matching right process set out in clause 11.4 shall not contravene this clause 5.7.

5.8 Conduct of Court proceedings

- (a) MOQ and Atturra are entitled to separate representation at all Court proceedings affecting the Transaction.
- (b) This deed does not give MOQ or Atturra any right or power to give undertakings to the Court for or on behalf of the other party without that party's written consent.
- (c) MOQ and Atturra must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Transaction as contemplated by this deed.

5.9 Scheme Booklet content and responsibility statements

- (a) The Scheme Booklet will contain a responsibility statement to the effect that:
 - (i) Atturra is responsible for the Atturra Information (other than any information provided by MOQ to Atturra or obtained from MOQ's public filings on ASX regarding the MOQ Group) contained in the Scheme Booklet; and
 - (ii) MOQ is responsible for the MOQ Information contained in the Scheme Booklet and is also responsible for the information contained in the Scheme Booklet provided by MOQ to Atturra or obtained from MOQ's public filings on ASX regarding the MOQ Group.
- (b) If after five Business Days of consultation, MOQ and Atturra are unable to agree on the form or content of a specific matter to be included in the Scheme Booklet, MOQ will make the final determination as to the form and content of the Scheme Booklet, acting reasonably, provided that, if Atturra disagrees with such final form and content, MOQ must include a statement to that effect in the Scheme Booklet.

6. Integration

6.1 Access to information

- (a) During the Relevant Period, MOQ must, and must cause each other MOQ Group Member to, afford to Atturra and its Related Persons reasonable access to information (subject to any existing confidentiality obligations owed to third parties, appropriate consents in relation to which MOQ must use all reasonable endeavours to obtain), premises and such senior executives of any member of the MOQ Group as reasonably requested by Atturra at mutually convenient times, and afford Atturra reasonable co-operation, for the purpose of:
 - (i) the implementation of the Scheme;
 - (ii) Atturra obtaining an understanding of the operations of the MOQ Group's business, financial position, prospects and affairs;
 - (iii) Atturra developing and implementing plans for the carrying on of the businesses of the MOQ Group following implementation of the Scheme;
 - (iv) keeping Atturra informed of material developments relating to the MOQ Group;
 - (v) Atturra meeting its obligations under this deed and verifying the MOQ Representations and Warranties; and
 - (vi) any other purpose agreed between the parties,provided that:

- (vii) nothing in this clause 6.1 will require MOQ to provide, or procure the provision of, information concerning:
 - (A) MOQ's directors and management's consideration of the Scheme; or
 - (B) any actual, proposed or potential MOQ Competing Proposal (including directors' and management's consideration of any actual, proposed or potential MOQ Competing Proposal),
 but this proviso does not limit MOQ's obligations under clause 11;
- (viii) providing or procuring the provision of information or access to Atturra or its Related Persons pursuant to this clause 6.1 must not result in unreasonable material disruptions to, or material interference with, the MOQ Group's business;
- (ix) Atturra must:
 - (A) keep all information obtained by it as a result of this clause 6.1 confidential;
 - (B) provide MOQ with reasonable notice of any request for information or access; and
 - (C) comply with the reasonable requirements of MOQ in relation to any access granted;
- (x) MOQ may provide to Atturra its records at a place other than MOQ's business premises; and
- (xi) nothing in this clause 6.1 will require MOQ to provide, or procure the provision of, information if to do so would or would be reasonably likely to:
 - (A) breach any confidentiality obligation owed to a third party or breach of any applicable law or regulation;
 - (B) require MOQ to make further disclosures to any other entity (including the ASX) or to a Government Agency; or
 - (C) result in a waiver of legal professional privilege.
- (b) Without limiting MOQ's obligations under this clause 6, prior to the Implementation Date, Atturra and MOQ may agree to enter into arrangements in relation to certain employees of the MOQ Group to assist with the smooth transition and management of the transaction.
- (c) Subject to clause 6.1(a)(xi), MOQ must provide, and must cause each other MOQ Group Member to provide, Atturra, its Related Persons and any investigating accountant with reasonable access (at mutually convenient times) to books and records (including financial reports, audited or otherwise) and to

the MOQ Group's auditors and accountants for the sole purpose of preparation of the financial statements for inclusion in the Scheme Booklet or any investigating accountants' report (and any updates or supplements).

- (d) Prior to presenting or disclosing any sales or commission plans (**Sales Plan**) to any MOQ Group employee, MOQ must (and must procure that each MOQ Group Member and their respective Related Persons) first provide a copy of such Sales Plan to Atturra for consultation. MOQ must consult with Atturra for a period of 5 Business Days on the form and content of any Sales Plan and must take into account any reasonable comments from Atturra, after which the Sales Plan may be presented or disclosed to any MOQ Group employee by MOQ.

6.2 Transaction Implementation Committee

- (a) The parties must establish an Transaction Implementation Committee as soon as reasonably practical after the date of this document. The role of the Transaction Implementation Committee will be to act as a forum for consultation and planning by the parties to:
 - (i) implement the Scheme; and
 - (ii) subject to clause 6.2(b), ensure the smooth transition of the management of the business and affairs of the MOQ Group to Atturra following the implementation of the Scheme.
- (b) Subject to this deed, nothing in this clause requires either MOQ or Atturra to act at the direction of the other. The business of each of MOQ and Atturra will continue to operate independently from the other until the Implementation Date. MOQ and Atturra agree that nothing in this deed constitutes the relationship of a partnership or joint venture between MOQ and Atturra.

7. Representations and warranties

7.1 Atturra's representations and warranties

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

7.2 Atturra's indemnity

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

7.3 **MOQ's representations and warranties**

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

7.4 **MOQ's indemnity**

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

7.5 **Survival of representations and warranties**

Each representation and warranty in clauses 7.1 and 7.3:

- (a) is severable;
- (b) survives the termination of this deed; and
- (c) is given with the intention that liability under it is not confined to breaches that are discovered before the date of termination of this deed.

7.6 **Survival of indemnities**

Each indemnity in this deed (including those in clauses 7.2 and 7.4):

- (a) is severable;
- (b) is a continuing obligation;
- (c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and
- (d) survives the termination of this deed.

7.7 **Timing of representations and warranties**

Each representation and warranty made or given under clauses 7.1 or 7.3 is given at the date of this deed and repeated continuously thereafter until 8.00am on the Second Court Date unless that representation or warranty is expressed to be given at a particular time, in which case it is given at that time.

7.8 **No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed,

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

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

7.9 Qualifications on representations and warranties

- (a) Each of the MOQ Representations and Warranties are subject to matters that:
 - (i) are disclosed in the Public Register Information; or
 - (ii) are required or expressly permitted by this document or the Scheme.
- (b) Atturra acknowledges that:
 - (i) MOQ makes no representation or warranty other than as set out in this clause 7 and Schedule 3; and
 - (ii) at no time has MOQ made or given any representation or warranty in relation to the achievability of future matters, including future or forecast costs, prices, revenues.

8. Releases

8.1 MOQ and MOQ directors and officers

- (a) Atturra:
 - (i) releases its rights; and
 - (ii) agrees with MOQ that it will not make, and that as at the date of this document and from time to time it will procure that each Atturra Group Member does not make, any claim,

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

- (iii) any breach of any representations and warranties of MOQ or any other member of the MOQ Group in this deed;
- (iv) any disclosures containing any statement which is false or misleading whether in content or by omission; or
- (v) any failure to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the MOQ Indemnified Party has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this clause 8.1(a) limits Atturra's rights to terminate this deed under clause 12.

- (b) Clause 8.1(a) is subject to any Corporations Act restriction and will be read down accordingly.
- (c) MOQ receives and holds the benefit of this clause 8.1 to the extent it relates to each MOQ Indemnified Party as trustee for each of them.

8.2 Atturra and Atturra directors and officers

- (a) MOQ releases its rights, and agrees with Atturra that it will not make a claim (and will procure that each MOQ Group Member does not make a claim), against any Atturra Indemnified Party (other than Atturra and its Related Bodies Corporate) as at the date of this deed and from time to time in connection with:

- (i) any breach of any representations and warranties of Atturra or any other member of the Atturra Group in this deed;
- (ii) any disclosure containing any statement which is false or misleading whether in content or by omission; or
- (iii) any failure to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Atturra Indemnified Party has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this clause 8.2(a) limits MOQ's rights to terminate this deed under clause 12.

- (b) Clause 8.2(a) is subject to any Corporations Act restriction and will be read down accordingly.
- (c) Atturra receives and holds the benefit of this clause 8.2 to the extent it relates to each Atturra Indemnified Party as trustee for each of them.

8.3 Deeds of indemnity and insurance

- (a) Subject to the Scheme becoming Effective and the Transaction completing, Atturra undertakes in favour of MOQ and each other MOQ Indemnified Party that it will:
 - (i) subject to clause 8.3(e), for a period of seven years from the Implementation Date, ensure that the constitutions of MOQ and each other MOQ Group Member (to the extent that those entities have adopted a constitution as at the date of this deed) continue to contain such rules as are contained in those constitutions at the date of this deed that provide for each company to indemnify each of its directors

and officers against any liability incurred by that person in their capacity as a director or officer of the company to any person other than a MOQ Group Member; and

- (ii) subject to clause 8.3(e), procure that MOQ and each other MOQ Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and, without limiting the foregoing, use its best endeavours to ensure that directors' and officers' run-off insurance cover for such directors and officers entered into by MOQ prior to the Implementation Date pursuant to clause 8.3(b) is maintained for a period of seven years from the retirement date of each director and officer so long as it is available on commercially reasonable terms.
- (b) MOQ may, prior to the Implementation Date, enter into arrangements for up to such seven year period, at a reasonable cost (paid in full by MOQ prior to Implementation Date and provided there are no ongoing payment obligations), to secure directors' and officers' runoff insurance (**D&O Run-off Policy**) with the same or substantially the same scope and terms as existing insurance policies in place for its directors or officers at the date of this document and any actions to facilitate that insurance or in connection with such insurance will not have a MOQ Material Adverse Effect, or be a MOQ Prescribed Event or MOQ Regulated Event or a breach of any provision of this document, provided that:
- (i) MOQ must use all reasonable endeavours to ensure that the costs associated with the D&O Run-off Policy are reasonable having regard to current market conditions;
 - (ii) MOQ keeps Atturra informed of progress in relation to the D&O Run-off Policy and provides Atturra with all information reasonably requested by Atturra in connection with the placing, or progress, of the D&O Run-off Policy and take into account any reasonable comments of Atturra made in relation to such information; and
 - (iii) such policy shall include a term that the policy cannot be cancelled unless the insured persons each consent in writing to the cancellation.
- (c) The undertakings contained in clause 8.3(a) are subject to any Corporations Act restriction and will be read down accordingly.
- (d) MOQ receives and holds the benefit of clause 8.3(a), to the extent it relates to the other MOQ Indemnified Parties, as trustee for each of them.
- (e) In respect of each MOQ Group Member, the undertakings in clause 8.3(a) are given until the earlier of:
- (i) the end of the relevant period specified in clause 8.3(a); and
 - (ii) the relevant MOQ Group Member ceasing to be part of the Atturra Group.

9. Public announcement

9.1 Announcement of the Transaction

- (a) Immediately after the execution of this deed, MOQ and Atturra must issue public announcements in a form previously agreed to in writing between them.
- (b) The MOQ announcement must include a unanimous recommendation by the MOQ Board to MOQ Shareholders (other than Excluded Shareholders) that, in the absence of a MOQ Superior Proposal and, in the event that MOQ elects to appoint an Independent Expert, subject to the Independent Expert concluding (and continuing to conclude at all times prior to the Second Court Date) that the Scheme is in the best interests of MOQ Shareholders, MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme and that all the MOQ Board Members will vote (or will procure the voting of) all Director MOQ Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting.

9.2 Public announcements

Subject to clause 9.3, no public announcement or public disclosure of the Transaction or any other transaction the subject of this deed or the Scheme may be made other than in a form approved by each party in writing (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable. For the avoidance of doubt, this clause 9.2 does not apply to any announcement or disclosure relating to a MOQ Competing Proposal.

9.3 Required disclosure

Where a party is required by applicable law or the Listing Rules to make any announcement or to make any disclosure in connection with the Transaction or any other transaction the subject of this deed or the Scheme, it may do so despite clause 9.2 but must use all reasonable endeavours, to the extent practicable and lawful, to consult with the other party prior to making the relevant disclosure and take account of any reasonable comments received from the other party in relation to the form and content of the announcement or disclosure.

10. Confidentiality

- (a) MOQ and Atturra acknowledge and agree that they continue to be bound by the Mutual Confidentiality and Exclusivity Deed after the date of this deed. The rights and obligations of the parties under the Mutual Confidentiality and Exclusivity Deed survive termination of this deed.
- (b) If there is any inconsistency between the terms of this deed and the Mutual Confidentiality and Exclusivity Deed, the terms of this deed prevail but only to the extent of the inconsistency.

11. Exclusivity

11.1 No shop and no talk

During the Exclusivity Period, MOQ must not, and must ensure that each of its Related Persons and Related Bodies Corporate and the Related Persons of those Related Bodies Corporate do not, directly or indirectly:

- (a) **(no shop)** solicit, invite, encourage or initiate (including by the provision of non-public information to any Third Party) any inquiry, expression of interest, offer, proposal, discussion or other communication by any person in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential MOQ Competing Proposal or communicate to any person an intention to do anything referred to in this clause 11.1(a). For the avoidance of doubt, this provision does not prevent MOQ or its Related Bodies Corporate or any of their respective Authorised Persons from responding to an unsolicited approach including in relation to any actual, proposed or potential MOQ Competing Proposal, provided MOQ has complied with its obligations under this clause 11; or
- (b) **(no talk)** subject to clause 11.2:
 - (i) facilitate, participate in or continue any negotiations, discussions or other communications with respect to any inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential MOQ Competing Proposal;
 - (ii) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential MOQ Competing Proposal;
 - (iii) disclose or otherwise provide or make available any non-public information about the business or affairs of the MOQ Group to a Third Party (other than a Government Agency that has the right to obtain that information and has sought it) in connection with, with a view to obtaining, or which would reasonably be expected to encourage or lead to the formulation, receipt or announcement of, an actual, proposed or potential MOQ Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of the MOQ Group) whether by that Third Party or another person; or
 - (iv) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 11.1(b).

For the avoidance of doubt, nothing in this clause 11 prevents MOQ from making normal presentations to brokers, portfolio investors and analysts in the ordinary course of business or complying with its obligations in relation to the announcement of its financial results.

11.2 Fiduciary exception

Clause 11.1(b) does not prohibit any action or inaction by MOQ, any of its Related Bodies Corporate or any of their respective Related Persons, in relation to an actual, proposed or potential MOQ Competing Proposal if the MOQ Board determines acting in good faith that:

- (a) after consultation with its external legal advisers and its Financial Adviser, such actual, proposed or potential MOQ Competing Proposal is a MOQ Superior Proposal or could reasonably be expected to become a MOQ Superior Proposal; and
- (b) after receiving written legal advice from its external legal advisers, compliance with that clause would, or would be reasonably likely to, constitute a breach of any of the fiduciary or statutory duties of the directors of MOQ,

provided that the actual, proposed or potential MOQ Competing Proposal was not directly or indirectly brought about by, or facilitated by, a breach of clause 11.1(a).

11.3 Notification of approaches

- (a) During the Exclusivity Period, MOQ must as soon as possible (and in any event within 24 hours) notify Atturra in writing if it, any of its Related Bodies Corporate or any of their respective Related Persons, becomes aware of any:
 - (i) negotiations, discussions or other communications, approach or attempt to initiate any negotiations, discussions or other communications, or intention to make such an approach or attempt to respect of any inquiry, expression of interest, offer, proposal or discussion in relation to an actual, proposed or potential MOQ Competing Proposal;
 - (ii) proposal made to MOQ, any of its Related Bodies Corporate or any of their respective Related Persons in connection with, or in respect of any exploration or completion of, an actual, proposed or potential MOQ Competing Proposal; or
 - (iii) provision by MOQ, any of its Related Bodies Corporate or any of their respective Related Persons of any non-public information concerning the business or operations of MOQ or the MOQ Group to any to a Third Party in connection with an actual, proposed or potential MOQ Competing Proposal,

whether direct or indirect, solicited or unsolicited, and in writing or otherwise. For the avoidance of doubt, any of the acts described in paragraphs (i) to (iii) may only be taken by MOQ, its Related Bodies Corporate or their respective Related Persons if not proscribed by clause 11.1 or if permitted by clause 11.2.

- (b) A notification given under clause 11.3(a) must include the identity of the relevant person making or proposing the relevant actual, proposed or potential MOQ Competing Proposal, together with all material terms and conditions of the actual, proposed or potential MOQ Competing Proposal (including price and form of consideration, conditions precedent, proposed deal protection

arrangements and timetable), in each case to the extent known by MOQ or any of its Related Persons.

11.4 Matching right

- (a) Without limiting clause 11.3(a), during the Exclusivity Period, MOQ:
- (i) must not, and must procure that each of its Related Bodies Corporate do not, enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which one or more of a Third Party, MOQ or any Related Body Corporate of MOQ proposes or propose to undertake or give effect to an actual, proposed or potential MOQ Competing Proposal; and
 - (ii) must procure that none of its directors change their recommendation in favour of the Scheme, publicly recommend an actual, proposed or potential MOQ Competing Proposal (or recommend against the Transaction) or make any public statement to the effect that they may do so at a future point,
- unless:
- (iii) the MOQ Board acting in good faith and in order to satisfy what the MOQ Board Members consider to be their statutory or fiduciary duties (having received written legal advice from its external legal advisers) determines that the MOQ Competing Proposal is a, or would be or would be reasonably likely to be an actual, proposed or potential, MOQ Superior Proposal;
 - (iv) subject to clause 11.4(b), MOQ has:
 - (A) provided Atturra with the material terms and conditions of the actual, proposed or potential MOQ Competing Proposal (including price (but not information with respect to the formation of pricing) and form of consideration, conditions precedent, proposed deal protection arrangements and timetable) (in each case, to the extent known) and the identity of the Third Party making the actual, proposed or potential MOQ Competing Proposal; and
 - (B) given Atturra at least 5 Business Days after the date of the provision of the information referred to in clause 11.4(a)(iv) to provide a matching or superior proposal to the terms of the actual, proposed or potential MOQ Competing Proposal; and
 - (v) Atturra has not announced or otherwise formally proposed to MOQ a matching or superior proposal to the terms of the actual, proposed or potential MOQ Competing Proposal by the expiry of the 5 Business Day period in clause 11.4(a)(iv)(B).
- (b) Clause 11.4(a)(iv) does not apply if the MOQ Board has determined in good faith, and after having considered written advice from the MOQ Board's external

legal advisers, that the consequences complying with those provisions is likely to constitute a breach of the fiduciary or statutory duties owed by any director of MOQ.

- (c) If Atturra proposes to MOQ, or announces, amendments to the Scheme or a new proposal that constitute a matching or superior proposal to the terms of the actual, proposed or potential MOQ Competing Proposal (**Bidder Counterproposal**) by the expiry of the 5 Business Day period in clause 11.4(a)(iv)(B), MOQ must procure that the MOQ Board considers the Bidder Counterproposal and if the MOQ Board, acting reasonably and in good faith, determines that the Bidder Counterproposal would provide an equivalent or superior outcome for MOQ Shareholders as a whole (other than Excluded Shareholders) compared with the MOQ Competing Proposal, taking into account all of the terms and conditions of the Bidder Counterproposal, then MOQ and Atturra must use their best endeavours to agree the amendments to this deed, the Scheme and the Deed Poll (as applicable) that are reasonably necessary to reflect the Bidder Counterproposal and to implement the Bidder Counterproposal, in each case as soon as reasonably practicable, and MOQ must procure that each of the directors of MOQ continues to recommend the Transaction (as modified by the Bidder Counterproposal) to MOQ Shareholders.
- (d) For the purposes of this clause 11.4, each successive material modification of any MOQ Competing Proposal or potential MOQ Competing Proposal will constitute a new MOQ Competing Proposal or potential MOQ Competing Proposal, and the procedures set out in this clause 11.4 must again be followed prior to any member of the MOQ Group entering into any agreement, arrangement, understanding or commitment in respect of such MOQ Competing Proposal or potential MOQ Competing Proposal.
- (e) Despite any other provision in this deed, a statement by MOQ or the MOQ Board to the effect that:
- (i) the MOQ Board has determined that a MOQ Competing Proposal is a MOQ Superior Proposal and has commenced the matching right process set out in this clause 11.4; or
 - (ii) MOQ Shareholders should take no action pending the completion of the matching right process set out in this clause 11.4,
- does not of itself:
- (iii) constitute a change, withdrawal, modification or qualification of the recommendation by the MOQ Directors or an endorsement of a MOQ Competing Proposal;
 - (iv) contravene this deed;
 - (v) give rise to an obligation to pay the Reimbursement Fee under clause 12.2; or
 - (vi) give rise to a termination right under clause 13.1.

11.5 Cease discussions

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

- (a) any transaction that would, or would reasonably be expected to, reduce the likelihood of implementation of the Transaction; or
- (b) any actual, proposed or potential MOQ Competing Proposal (other than a MOQ Competing Proposal which the MOQ Board has determined in good faith, and after having considered written advice from the MOQ Board's external legal advisers, is likely to be a MOQ Superior Proposal).

11.6 Provision of information

- (a) Subject to clauses 11.6(b), 11.6(c) and 11.6(d), during the Exclusivity Period, MOQ must as soon as possible (and, in any event, within 2 Business Days) provide Atturra with:
 - (i) in the case of written materials, a copy of; and
 - (ii) in any other case, a written statement of,

any material non-public information about the business or affairs of MOQ or the MOQ Group disclosed or otherwise provided by MOQ, a Related Body Corporate of MOQ or any of their respective Related Persons to any Third Party in connection with an actual, proposed or potential MOQ Competing Proposal that has not previously been provided to Atturra, other than a MOQ Competing Proposal which the MOQ Board has determined in good faith, and after having considered written advice from the MOQ Board's external legal advisers, is likely to be a MOQ Superior Proposal.
- (b) During the Exclusivity Period, MOQ must not, and must ensure that each of its Related Persons and Related Bodies Corporate and the Related Persons of those Related Bodies Corporate do not, directly or indirectly disclose or otherwise provide or make available any non-public information about the business or affairs of the MOQ Group to a Third Party in connection with an actual, proposed or potential MOQ Competing Proposal unless:
 - (i) permitted by clause 11.2; and
 - (ii) before that information is disclosed or otherwise provided or made available to that Third Party, the Third Party has entered into a confidentiality agreement with MOQ that contains obligations on the Third Party that are no less onerous terms in any material respect than the obligations of Atturra under the Mutual Confidentiality and Exclusivity Deed.
- (c) Atturra acknowledges that it must (and must ensure each Atturra Group Member) who receives access to any information under clause 11.6(a) has been advised of, and will comply with, applicable laws that prohibit a person

who has non-public information that is reasonably expected to have a material effect on the price or value of the MOQ Shares (**Insider**) from acquiring or selling securities of MOQ or from communicating that information to any other person who the Insider knows, or ought reasonably know, would or would be likely to acquire or sell any securities of the other party while the relevant information remains material and non-public.

- (d) Nothing in this clause 11.6 will require MOQ to provide, or procure the provision of, information if to do so would or would be reasonably likely to breach any confidentiality obligation owed to a third party under any agreement entered into after the date of this deed, provided MOQ or the relevant MOQ Group Member has acted in good faith in agreeing to such confidentiality obligations.

11.7 Normal provision of information

Nothing in this clause 11 prevents a party from:

- (a) providing information to its Related Persons;
- (b) providing information to any Government Agency;
- (c) providing information to its auditors, customers, financiers, joint venturers and suppliers acting in that capacity in the ordinary course of business;
- (d) providing information required to be provided by law, including to satisfy its obligations of disclosure under the Listing Rules or to any Government Agency;
or
- (e) making presentations to brokers, portfolio investors, analysts and other third parties in the ordinary course of business.

12. Reimbursement Fee

12.1 Background to Reimbursement Fee

- (a) Atturra and MOQ acknowledge that, if they enter into this deed and the Scheme is subsequently not implemented, each of MOQ and Atturra will incur significant costs, including those set out in clause 12.4.
- (b) In these circumstances:
 - (i) Atturra has requested that provision be made for the payments outlined in clause 12.2(a), without which Atturra would not have entered into this deed or otherwise agreed to implement the Scheme; and
 - (ii) MOQ has requested that provision be made for the payments outlined in clause 12.2(b), without which MOQ would not have entered into this deed or otherwise agreed to implement the Scheme.

- (c) The MOQ Board believes, having taken advice from its external legal advisers and Financial Adviser, that the implementation of the Scheme will provide benefits to MOQ and that it is appropriate for MOQ to agree to the payments referred to in clause 12.2(a) in order to secure Atturra's participation in the Transaction.
- (d) The Atturra Board believes, having taken advice from its external legal advisers and Financial Adviser, that the implementation of the Scheme will provide benefits to Atturra and that it is appropriate for Atturra to agree to the payments referred to in clause 12.2(b) in order to secure MOQ's participation in the Transaction.

12.2 Reimbursement Fee triggers

- (a) Subject to this clause 12, MOQ must pay the Reimbursement Fee to Atturra if:
 - (i) during the Exclusivity Period, one or more MOQ Board Members withdraws, adversely changes, adversely modifies or adversely qualifies their support of the Scheme or their recommendation that MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme or fails to recommend that MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme in the manner described in clause 5.7(a);
 - (ii) during the Exclusivity Period, one or more MOQ Board Members recommends that MOQ Shareholders accept or vote in favour of, or otherwise supports or endorses (including support by way of accepting or voting, or by way of stating an intention to accept or vote, in respect of any Director MOQ Shares), a MOQ Competing Proposal of any kind that is announced (whether or not such proposal is stated to be subject to any pre-conditions) during the Exclusivity Period;
 - (iii) a MOQ Competing Proposal of any kind is announced during the Exclusivity Period (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months of the date of such announcement, the Third Party or any Associate of that Third Party:
 - (A) completes a MOQ Competing Proposal of a kind referred to in any of paragraphs 2, 3, or 4 of the definition of MOQ Competing Proposal;
 - (B) enters into an agreement, arrangement or understanding with MOQ, with another member of the MOQ Group or with the board of directors of any of the foregoing entities, which is of the kind referred to in paragraph 5 of the definition of MOQ Competing Proposal; or
 - (C) without limiting clause 12.2(a)(iii)(A) or 12.2(a)(iii)(B), acquires (either alone or in aggregate) a Relevant Interest in more than 20% of the MOQ Shares or otherwise acquires (either alone or in aggregate) Control of MOQ;

- (iv) Atturra has terminated this deed pursuant to clause 13.1(a)(i), 13.1(b)(i) or 13.2(a) and the Transaction does not complete;
 - (v) there is a breach of clause 11.4 by MOQ; or
 - (vi) the Court fails to approve the terms of the Scheme for which the approval of the requisite MOQ Shareholders has been obtained as a result of a material non-compliance by MOQ with any of its obligations under this deed.
- (b) Subject to this clause 12, Atturra must pay the Reimbursement Fee to MOQ if:
- (i) Atturra announces a transaction or proposed transaction which is a Atturra Competing Proposal and is publicly recommended, promoted or otherwise endorsed by the Atturra Board or by any of the directors comprising the Atturra Board on the basis that the Transaction not proceed;
 - (ii) MOQ has terminated this deed pursuant to clause 13.1(a)(i), 13.1(c)(i) or 13.2(b) and the Transaction does not complete; or
 - (iii) the Court fails to approve the terms of the Scheme for which the approval of the requisite MOQ Shareholders has been obtained as a result of a material non-compliance by Atturra with any of its obligations under this deed.

12.3 Payment of Reimbursement Fee

- (a) A demand by the Recipient Party for payment of the Reimbursement Fee under clause 12.2 must:
- (i) be in writing;
 - (ii) be made after the occurrence of the event in that clause giving rise to the right to payment;
 - (iii) state the circumstances which give rise to the demand; and
 - (iv) nominate an account in the name of the Recipient Party into which the Reimbursing Party is to pay the Reimbursement Fee.
- (b) The Reimbursing Party must pay the Reimbursement Fee into the account nominated by the Recipient Party, without set-off or withholding, within five Business Days after receiving a demand for payment where the Recipient Party is entitled under clause 12.2 to the Reimbursement Fee.

12.4 Basis of Reimbursement Fee

The Reimbursement Fee has been calculated to reimburse each party for costs including the following:

- (a) fees for legal, financial and other professional advice in planning and implementing the Transaction (excluding success fees);
- (b) reasonable opportunity costs incurred in engaging in the Transaction or in not engaging in other alternative acquisitions or strategic initiatives;
- (c) costs of management and directors' time in planning and implementing the Transaction; and
- (d) out of pocket expenses incurred by the each party and its employees, advisers and agents in planning and implementing the Transaction,

and the parties agree that:

- (e) the costs actually incurred by each party will be of such a nature that they cannot all be accurately ascertained; and
- (f) the Reimbursement Fee is a genuine and reasonable pre-estimate of those costs,

and each party represents and warrants that it has received written legal advice from its legal advisers in relation to the operation of this clause 12.

12.5 **Compliance with law**

- (a) This clause 12 does not impose an obligation on any party to pay the Reimbursement Fee to the extent (and only to the extent) that the obligation to pay the Reimbursement Fee:
 - (i) is declared by the Takeovers Panel to constitute 'unacceptable circumstances'; or
 - (ii) is determined to be unenforceable or unlawful by a court,

provided that all proper avenues of appeal and review, judicial and otherwise, have been exhausted. For the avoidance of doubt, any part of the Reimbursement Fee that would not constitute unacceptable circumstances or that is not unenforceable or unlawful (as applicable) must be paid by the Reimbursing Party.

- (b) The parties must not make or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in clause 12.5(a).

12.6 **Reimbursement Fee payable only once**

Where the Reimbursement Fee becomes payable under clause 12.2 and is actually paid to the Recipient Party, the Recipient Party cannot make any claim against the Reimbursing Party for payment of any subsequent Reimbursement Fee.

12.7 Other Claims

- (a) Subject to clause 12.7(b) and 12.7(c) but otherwise despite anything to the contrary in this deed, the maximum aggregate amount which a Recipient Party is required to pay in relation to this deed (including as a result of any breach of this deed by a Recipient Party or any other Claim) is the amount of the Reimbursement Fee and in no event will the aggregate liability of a Recipient Party under or in connection with this deed or any Claim exceed the amount of the Reimbursement Fee.
- (b) The limitation in clause 12.7(a) does not apply in the case of any payment required to be made by a party for a Claim arising from wilful misconduct designed to frustrate or delay the Transaction or fraud.
- (c) This clause 12 does not limit any rights or obligations under the Deed Poll.

12.8 No Reimbursement Fee if Scheme becomes Effective

Despite anything to the contrary in this deed, the Reimbursement Fee will not be payable to either party if the Scheme becomes Effective, notwithstanding the occurrence of any event in clause 12.2 and, if the Reimbursement Fee has already been paid it must be refunded by the Recipient Party.

13. Termination

13.1 Termination

- (a) Either party may terminate this deed by written notice to the other party:
 - (i) other than in respect of a breach of either an Atturra Representation or a MOQ Representation and Warranty (which are dealt with in clause 13.2), at any time before 8.00am on the Second Court Date, if the other party has materially breached this deed, the party entitled to terminate has given written notice to the party in breach of this deed setting out the relevant circumstances and stating an intention to terminate this deed, and the other party has failed to remedy the breach within five Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
 - (ii) at any time before 8.00am on the Second Court Date if the Court or another Government Agency (including any other court) has taken any action permanently restraining or otherwise prohibiting or preventing the Transaction, or has refused to do anything necessary to permit the Transaction to be implemented by the End Date, and the action or refusal has become final and cannot be appealed or reviewed or the party, acting reasonably, believes that there is no realistic prospect of an appeal or review succeeding by the End Date;

- (iii) in the circumstances set out in, and in accordance with, clause 3.4;
 - (iv) if the Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date; or
 - (v) if MOQ's Shareholders have not agreed to the Scheme at the Scheme Meeting by the requisite majorities.
- (b) Atturra may terminate this deed by written notice to MOQ at any time before 8.00am on the Second Court Date if:
- (i) there is a MOQ Material Adverse Change, MOQ Prescribed Occurrence or MOQ Regulated Event; or
 - (ii) except where the MOQ Board Member is required or requested by a court or Government Agency to abstain or withdraw from making a recommendation that MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme after the date of this deed, any MOQ Board Member:
 - (A) fails to recommend the Scheme;
 - (B) withdraws, adversely changes, adversely modifies or adversely qualifies their support of the Scheme or their recommendation that MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme; or
 - (C) makes a public statement indicating that he or she no longer recommends the Transaction or recommends, supports or endorses another transaction (including any MOQ Competing Proposal but excluding a statement that no action should be taken by MOQ Shareholders pending assessment of a MOQ Competing Proposal by the MOQ Board or the completion of the matching right process set out in clause 11.4).
- (c) MOQ may terminate this deed by written notice to Atturra at any time before 8.00am on the Second Court Date if:
- (i) any Atturra Board Member makes a public statement indicating that he or she recommends, supports or endorses an Atturra Competing Proposal; or
 - (ii) the MOQ Board or a majority of the MOQ Board has changed, withdrawn, modified or qualified its recommendation as permitted under clause 5.7 and, if required to do so under clause 12, MOQ pays the Reimbursement Fee to Atturra.
- (d) Atturra may terminate this deed by written notice to MOQ at any time before 8.00am on the Second Court Date if in any circumstances (including, for the avoidance of doubt, where permitted by clause 11.4) MOQ enters into any legally binding agreement, arrangement or understanding in relation to the

undertaking or giving effect to any actual, proposed or potential MOQ Competing Proposal.

- (e) MOQ may terminate this deed by written notice to Atturra at any time before 8.00am on the Second Court Date if in any circumstances Atturra enters into any legally binding agreement, arrangement or understanding in relation to the undertaking or giving effect to any actual, proposed or potential Atturra Competing Proposal.

13.2 Termination for breach of representations and warranties

- (a) Atturra may, at any time prior to 8.00am on the Second Court Date, terminate this deed for breach of a MOQ Representation and Warranty only if:
 - (i) Atturra has given written notice to MOQ setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse; and
 - (ii) the relevant breach continues to exist five Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 13.1(a)(i).
- (b) MOQ may, at any time before 8.00am on the Second Court Date, terminate this deed for breach of an Atturra Representation and Warranty only if:
 - (i) MOQ has given written notice to Atturra setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse; and
 - (ii) the relevant breach continues to exist five Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 13.2(b)(i).
- (c) This deed is terminable if agreed to in writing by Atturra and MOQ.

13.3 Effect of termination

If this deed is terminated by either party under clauses 3.4, 13.1 or 13.2:

- (a) each party will be released from its obligations under this deed, except that this clause 13.3, and clauses 1, 7.5 to 7.8, 8.1, 8.2, 10, 12, 14, 15, 16 and 17 (except clause 17.10), will survive termination and remain in force;
- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this deed; and
- (c) in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme.

13.4 Termination

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

13.5 No other termination

Neither party may terminate or rescind this deed except as permitted under clauses 3.4, 13.1 or 13.2.

14. Duty, costs and expenses

14.1 Stamp duty

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

14.2 Costs and expenses

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

15. GST

- (a) Any consideration or amount payable under this deed, including any non-monetary consideration (as reduced in accordance with clause 15(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this deed, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 15(b) is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice. However, the Additional Amount is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 15(b):

- (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as applicable;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
 - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within seven days after receiving such notification, as applicable. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this deed if an amount payable under or in connection with this deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.
- (g) Any term starting with a capital letter in this clause 15 that is not defined in this clause 15 has the same meaning as the term has in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

16. Notices

16.1 Form of Notice

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

- (a) in writing and in English; and
- (b) addressed to that party in accordance with the following details (or any alternative details nominated to the sending party by Notice):

| Address | | Attention | Email |
|----------------|-----------------------------|-----------------------------|--|
| Atturra | 'Aurora Place' Level 33, | Stephen Kowal and Helen Ord | stephen.kowal@atturra.com helen.ord@atturra.com |

| Address | | Attention | Email |
|------------|--|------------|--|
| | 88 Phillip Street, Sydney NSW 2000 | | |
| MOQ | G 01, 3 West Street, North Sydney NSW 2060 | Peter Ward | pward@moqdigital.com.au |

16.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt (business hours period), then, other than in respect of any Notice given on, and prior to 8.00am on, the Second Court Date, the Notice will instead be regarded as given and received at the start of the following business hours period.

| Method of giving Notice | When Notice is regarded as given and received |
|---|--|
| By hand to the nominated address | When delivered to the nominated address. |
| By pre-paid post to the nominated address | At 9.00am (addressee's time) on the second day that is not a Saturday, Sunday or a public holiday or bank holiday in the place of receipt after the date of posting. |
| By email to the nominated email address | The first to occur of: <ol style="list-style-type: none"> 1. the sender receiving an automated message confirming delivery; or 2. two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the |

| Method of giving Notice | When Notice is regarded as given and received |
|-------------------------|---|
| | period, receive an automated message that the email has not been delivered. |

16.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 16.2).

17. General

17.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

17.2 Service of process

Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of Notices under clause 16.

17.3 No merger

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

17.4 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 17.4(a) does not apply where enforcement of the provision of this deed in accordance with clause 17.4(a) would materially affect the nature or effect of the parties' obligations under this deed.

17.5 Waiver

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

The meanings of the terms used in this clause 17.5 are set out below.

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

17.6 Variation

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

17.7 Assignment of rights

- (a) A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed without the prior written consent of the other party or as expressly provided in this deed.
- (b) A breach of clause 17.7(a) by a party shall be deemed to be a material breach for the purposes of clause 13.1(a)(i).
- (c) Clause 17.7(b) does not affect the construction of any other part of this deed.

17.8 Acknowledgement

Each party acknowledges that the remedy of damages may be inadequate to protect the interests of the parties for a breach of clause 11 and that Atturra is entitled to seek and obtain, without limitation, injunctive relief if MOQ breaches, or threatens to breach, clause 11.

17.9 No third party beneficiary

This deed shall be binding on and inure solely to the benefit of each party to it and each of their respective permitted successors and assigns, and nothing in this deed is intended to or shall confer on any other person, other than the Atturra Indemnified Parties and the MOQ Indemnified Parties, in each case to the extent set forth in clause 7 and clause 8, any third party beneficiary rights.

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

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

17.11 Entire agreement

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

17.12 Counterparts

This deed may be executed in any number of counterparts.

17.13 Relationship of the parties

- (a) Nothing in this deed gives a party authority to bind any other party in any way.
- (b) Nothing in this deed imposes any fiduciary duties on a party in relation to any other party.

17.14 Remedies cumulative

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

17.15 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

Schedule 1 Definitions and interpretation

1. Definitions

| | |
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| Accounting Standards | <ol style="list-style-type: none"> 1. the applicable accounting standards under the Corporations Act; and 2. to the extent not inconsistent with paragraph 1 of this definition, generally accepted accounting principles and practices in Australia consistently applied. |
| ASIC | the Australian Securities and Investments Commission. |
| Associate | has the meaning set out in section 12 of the Corporations Act, as if subsection 12(1) of the Corporations Act included a reference to this deed and MOQ or Atturra (as applicable) was the designated body. |
| ASX | ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates. |
| Atturra | Atturra Holdings Pty Ltd ACN 132 368 104. |
| Atturra Board | the board of directors of Atturra and an Atturra Board Member means any director of Atturra comprising part of the Atturra Board. |
| Atturra Competing Proposal | any proposal, agreement, arrangement or transaction (or expression of interest therefor) other than the Transaction, which, if entered into or completed, the effect of which would be to prevent Atturra or any Atturra Group Member (either alone or together with any Associate) from proceeding with the Transaction. |
| Atturra Group | Atturra Limited, Atturra and each of its Subsidiaries, and a reference to an Atturra Group Member or a member of the Atturra Group is to Atturra Limited or any of its Subsidiaries. |
| Atturra Indemnified Parties | Atturra Limited, Atturra, its Subsidiaries and their respective directors, officers and employees. |
| Atturra Information | information regarding the Atturra Group provided by Atturra to MOQ in writing for inclusion in the Scheme Booklet being: <ol style="list-style-type: none"> 1. any letter from the Chairman of Atturra Limited; 2. information about Atturra, other Atturra Group Members, the businesses of the Atturra Group, Atturra's interests and dealings in MOQ Shares, Atturra's intentions for MOQ and the MOQ Group's employees, and funding for the Scheme; and |

3. any other information required under the Corporations Act, Corporations Regulations or RG 60 to enable the Scheme Booklet to be prepared that the parties agree is 'Atturra Information' and that is identified in the Scheme Booklet as such.

For the avoidance of doubt, the Atturra Information excludes the MOQ Information, the Independent Expert Report, any investigating accountant's report, any independent technical report, any information about Atturra or the Atturra Group which Atturra does not expressly approve for inclusion in the Scheme Booklet and any description of the taxation effect of the Transaction on Scheme Shareholders prepared by an external adviser to MOQ.

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|---|---|
| Atturra Limited | Atturra Limited ACN 654 662 638. |
| Atturra Registry | Computershare Limited ACN 005 485 825. |
| Atturra Representations and Warranties | the representations and warranties of Atturra set out in Schedule 2. |
| Business Day | a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney, New South Wales. |
| Claim | <p>any claim, demand, legal proceedings or cause of action (including any claim, demand, legal proceedings or cause of action:</p> <ul style="list-style-type: none"> (a) based in contract, including breach of warranty; (b) based in tort, including misrepresentation or negligence; (c) under common law or equity; or (d) under statute, in any way relating to this deed or the Transaction, and includes a claim, demand, legal proceedings or cause of action arising under an indemnity in this deed. |
| Conditions Precedent | each condition precedent set out in clause 3.1 and Conditions Precedent means all of them. |
| Control | has the meaning given in section 50AA of the Corporations Act. |
| Corporations Act | the <i>Corporations Act 2001</i> (Cth). |
| Corporations Regulations | the <i>Corporations Regulations 2001</i> (Cth). |
| Court | the Supreme Court of New South Wales, or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Atturra and MOQ. |

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| Deed Poll | the deed poll substantially in the form as set out in Annexure C under which Atturra covenants to favour the Scheme Shareholders to perform the obligations attributed to Atturra under this Scheme. |
| Director MOQ Share | <p>any MOQ Share:</p> <ul style="list-style-type: none"> (a) held by or Controlled by a MOQ Board Member; or (b) listed as an interest in the latest Appendix 3X or Appendix 3Y lodged by MOQ with ASX in respect of each MOQ Board Member. |
| Disclosure Materials | <ul style="list-style-type: none"> (a) the documents and information contained in the virtual data room made available by MOQ to Atturra and its Related Persons, the index of which has been initialled by, or on behalf of, the parties for identification; and (b) written responses from MOQ and its Related Persons to requests for further information made by Atturra and its Related Persons, a consolidated copy of which has been initialled by, or on behalf of, the parties for identification. |
| Effective | when used in relation to the Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to the Scheme. |
| Effective Date | the date on which the Scheme becomes Effective. |
| End Date | five calendar months from the date of this deed, or such other date as agreed in writing by the parties. |
| Excluded Shareholder | any MOQ Shareholder who is (or becomes under clause 5.3(l)) a member of the Atturra Group or any MOQ Shareholder who holds any MOQ Shares on behalf of, or for the benefit of, any member of the Atturra Group and does not hold MOQ Shares on behalf of, or for the benefit of, any other person. |
| Exclusivity Period | <p>the period from and including the date of this deed to the earlier of:</p> <ul style="list-style-type: none"> 1. the date of termination of this deed; 2. the End Date; and 3. the Effective Date. |
| Fairly Disclosed | a reference to 'Fairly Disclosed' means disclosed to Atturra or any of its Related Persons, to a sufficient extent, and in sufficient detail, so as to enable a reasonable person to identify the nature and scope of the relevant matter, event or circumstance (including, in each case, the potential financial cost, effect or impact of the relevant matter, event or |

circumstance was, explicitly broken out and reasonably ascertainable from the information disclosed).

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| Financial Adviser | a financial adviser retained by a party in relation to the Transaction or a MOQ Competing Proposal or an Atturra Competing Proposal (as applicable) from time to time and who is not a Related Person or Associate of the retaining party. |
| Financial Indebtedness | <p>any debt or other monetary liability (whether actual or contingent) in respect of monies borrowed or raised or any financial accommodation including under or in respect of any:</p> <ol style="list-style-type: none"> 1. bill, bond, debenture, note or similar instrument; 2. acceptance, endorsement or discounting arrangement; 3. guarantee; 4. finance or capital lease; 5. agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or service; or 6. obligation to deliver goods or provide services paid for in advance by any financier. |
| First Court Date | the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard. |
| Government Agency | any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian. |
| Implementation Date | the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as the parties agree in writing. |
| Independent Expert | the independent expert appointed by MOQ in respect of the Scheme. |
| Independent Expert Report | means a report prepared by the Independent Expert in accordance with ASIC Regulatory Guide 111 <i>Content of expert reports</i> in connection with the Scheme. |
| Insolvency Event | in relation to an entity: |

- the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity;
- a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;
- the entity executing a deed of company arrangement;
- the entity ceases, or threatens to cease to, carry on substantially all the business conducted by it as at the date of this deed;
- the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation) or is otherwise presumed to be insolvent under the Corporations Act unless the entity has, or has access to, committed financial support from its parent entity such that it is able to pay its debts or
- the entity being deregistered as a company or otherwise dissolved.

Listing Rules the official listing rules of ASX.

Material Contract any agreement, contract, deed or other arrangement, constitution, by-laws, articles of association (or similar), right or instrument (each of the foregoing things or matters being a **Right**) which:

1. involves, or would reasonably be likely to involve, the provision of financial accommodation to any member of the MOQ Group;
2. imposes, or would reasonably be likely to impose, obligations or liabilities on any party of at least \$50,000.00 per annum or \$100,000.00 over the life of the Right; or
3. is otherwise material to MOQ in the context of the businesses of the MOQ Group taken as a whole,

and a **Relevant Material Contract** means a Material Contract (which one or more members of the MOQ Group are a party to or a beneficiary under) under which any party (other than a member of the MOQ Group) to such Material Contract has the right (**Relevant Right**) to:

4. terminate, cancel or rescind that Material Contract or any party of it;
5. vary, amend or modify that Material Contract;

6. exercise, enforce or accelerate any right under that Material Contract (including rights of pre-emption); or
7. benefit from the operation of a provision which automatically terminates, varies, amends or modifies that Material Contract,

(including where that Relevant Right is subject to (i) the satisfaction or failure of a contingency or condition or (ii) one or more of the Conditions Precedent being satisfied or waived or (iii) the effluxion of time) as a direct or indirect result of:

8. an Atturra Group Member entering into this deed;
9. a MOQ Group Member performing its obligations under this deed;
10. any public announcement or public disclosure of the Transaction;
11. an Atturra Group Member acquiring, or acquiring a Relevant Interest in, any MOQ Shares;
12. an Atturra Group Member acquiring control of MOQ;
13. an Atturra Group Member implementing or seeking to implement any of its intentions for MOQ as described in the Scheme Booklet; or

any MOQ Board Member supporting the Scheme or making a recommendation that MOQ Shareholders (other than Excluded Shareholders) vote in favour of the Scheme.

MOQ Board

the board of directors of MOQ and a **MOQ Board Member** means any director of MOQ comprising part of the MOQ Board.

MOQ Competing Proposal

any proposal, agreement, arrangement or transaction (or expression of interest therefor), which, if entered into or completed, would mean a Third Party (either alone or together with any Associate) may:

1. directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, 20% or more of the MOQ Shares or of the share capital of any Subsidiary of MOQ;
2. acquire Control of MOQ or any Subsidiary of MOQ;
3. directly or indirectly acquire or become the holder of, or otherwise acquire or have a right to acquire, a legal, beneficial or economic interest in, or control of, all or a substantial part of MOQ's business or assets or the business or assets of the MOQ Group;
4. otherwise directly or indirectly acquire or merge, or be involved in an amalgamation or reconstruction (as those

terms are used in section 413(1) of the Corporations Act), with MOQ or a Subsidiary of MOQ; or

5. require MOQ to abandon, or otherwise fail to proceed with, the Transaction,

whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement, recapitalisation, refinancing or other transaction or arrangement.

For the avoidance of doubt, each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a MOQ Competing Proposal will constitute a new MOQ Competing Proposal.

| | |
|------------------------------------|--|
| MOQ Group | MOQ and each of its Subsidiaries, and a reference to a MOQ Group Member or a member of the MOQ Group is to MOQ or any of its Subsidiaries. |
| MOQ Indemnified Parties | MOQ, its Subsidiaries and their respective directors, officers and employees. |
| MOQ Information | information regarding the MOQ Group prepared by MOQ for inclusion in the Scheme Booklet that explains the effect of the Scheme and sets out the information prescribed by the Corporations Act and the Corporations Regulations, and any other information that is material to the making of a decision by MOQ Shareholders whether or not to vote in favour of the Scheme, being information that is within the knowledge of each of the MOQ Board Members, which for the avoidance of doubt comprises the entirety of the Scheme Booklet but does not include the Atturra Information, any investigating accountant's report, any independent technical report or any description of the taxation effect of the Transaction on Scheme Shareholders prepared by an external adviser to MOQ. |
| MOQ Material Adverse Change | an event, change, condition, matter, circumstance or thing occurring after the date of this deed which, whether individually or when aggregated with all such events, changes, conditions, matters, circumstances or things of a like kind that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to result in a material reduction in the revenue of the MOQ Group, net cash of the MOQ Group being below \$1.0 million at any time, or any other adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of MOQ or the MOQ Group for the |

corresponding period other than those events, changes, conditions, matters, circumstances or things:

1. required or permitted by this deed, the Scheme or the transactions contemplated by either;
2. that have occurred and are Fairly Disclosed in the Disclosure Materials;
3. arising from changes in economic or business conditions that impact on MOQ and its competitors in a similar manner (including interest rates, general economic, political or business conditions including material adverse changes or major disruptions to, or fluctuations in, domestic or international financial markets);
4. agreed to in writing by Atturra; or
5. arising as a result of any generally applicable change in law (including subordinate legislation) or governmental policy.

| | |
|----------------------------------|--|
| MOQ Option | an option to acquire unissued MOQ Shares, as itemised in Schedule 4. |
| MOQ Option Register | the register of option holders of MOQ maintained in accordance with the Corporations Act. |
| MOQ Optionholder | each person who is registered in the MOQ Option Register as the holder of a MOQ Option. |
| MOQ Prescribed Occurrence | <p>other than as:</p> <ol style="list-style-type: none"> 1. required or permitted by this deed, the Scheme or the transactions contemplated by either; 2. Fairly Disclosed in the Disclosure Materials; or 3. agreed to in writing by Atturra, <p>the occurrence of any of the following:</p> <ol style="list-style-type: none"> 4. MOQ converting all or any of its shares into a larger or smaller number of shares; 5. a member of the MOQ Group resolving to reduce its share capital in any way; 6. a member of the MOQ Group: <ul style="list-style-type: none"> • entering into a buy-back agreement; or • resolving to approve the terms of a buy-back agreement under the Corporations Act; 7. a member of the MOQ Group issuing shares, or granting an option over its shares, or agreeing to make |

- such an issue or grant such an option, other than to a directly or indirectly wholly-owned Subsidiary of MOQ;
8. a member of the MOQ Group issuing or agreeing to issue securities convertible into shares;
 9. a member of the MOQ Group disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
 10. other than in the ordinary course of business, a member of the MOQ Group granting a Security Interest, or agreeing to grant a Security Interest, in the whole, or a substantial part, of its business or property (other than to a member of the Atturra Group); or
 11. an Insolvency Event occurs in relation to a member of the MOQ Group.

MOQ Regulated Event

other than as:

1. required or permitted by this deed, the Scheme or the transactions contemplated by either; or
2. otherwise as agreed to in writing by Atturra,

the occurrence of any of the following:

3. a MOQ Group Member reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;
4. a MOQ Group Member acquiring or disposing of, or entering into or announcing any agreement for the acquisition or disposal of, any asset or business, or entering into any corporate transaction, which would or would reasonably be likely to involve a material change in:
 - the manner in which the MOQ Group conducts its business;
 - the nature (including balance sheet classification), extent or value of the assets of the MOQ Group; or
 - the nature (including balance sheet classification), extent or value of the liabilities of the MOQ Group;
5. Atturra becoming aware that the MOQ Representation and Warranty in paragraph (j) (**capital structure**) of Schedule 3 is inaccurate;
6. MOQ does not receive acceptance certificates in respect of all MOQ Group projects included in the cost-overruns of approximately \$3.5 million in the FY22 Half Yearly Accounts for MOQ, being a certificate which

- confirms that the relevant project has been completed and which is duly signed by, or on behalf of the relevant client;
7. MOQ announcing, making, declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members (whether in cash or in specie);
 8. a member of the MOQ Group making any change to its constitution;
 9. a member of the MOQ Group commencing business activities not already carried out as at the date of this deed, whether by way of acquisition or otherwise;
 10. a member of the MOQ Group entering into, or resolving to enter into, a transaction with any related party of MOQ (other than a related party which is a member of the MOQ Group), as defined in section 228 of the Corporations Act;
 11. a member of the MOQ Group entering into a contract or commitment restraining a member of the MOQ Group from competing with any person or conducting activities in any market;
 12. a member of the MOQ Group:
 - entering into any contract or commitment (including in respect of Financial Indebtedness) requiring payments by the MOQ Group in excess of \$50,000.00 (individually or in aggregate);
 - without limiting the foregoing, (i) agreeing to incur or incurring capital expenditure of more than \$10,000.00 (individually or in aggregate); or (ii) incurring any Financial Indebtedness of an amount in excess of \$50,000.00 (individually or in aggregate);
 - waiving any material third party default where the financial impact on the MOQ Group will be in excess of \$20,000.00 (individually or in aggregate);
 - accepting as a compromise of a matter less than the full compensation due to a member of the MOQ Group where the financial impact of the compromise on the MOQ Group is more than \$50,000.00 (individually or in aggregate); or
 - entering into any agreement, contract, deed or other arrangement to lease, licence, purchase or otherwise occupy real property;

13. a member of the MOQ Group providing financial accommodation other than to members of the MOQ Group (irrespective of what form of Financial Indebtedness that accommodation takes) in excess of \$50,000.00 (individually or in aggregate);
14. a member of the MOQ Group entering into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, or options) or similar instruments;
15. a member of the MOQ Group being party to, bound by or subject to a Relevant Material Contract, unless before 8.00am on the Second Court Date:
 - each relevant party to the Relevant Material Contract provides MOQ in writing a binding, irrevocable and unconditional waiver or release of its rights under the Material Contract that makes that contract a Relevant Material Contract (**Relevant Release**); and
 - the Relevant Release is not varied, revoked or qualified,

and between the date of this deed and 8.00am on the Second Court Date no party to any Material Contract (other than an Atturra Group Member), or a Related Body Corporate, Associate or affiliate of such a party, makes a statement to the effect that a Relevant Material Contract exists, unless the two foregoing bullets are satisfied before 8.00am on the Second Court Date;

16. a member of the MOQ Group entering into, or resolving to enter into, a transaction with any related party of MOQ (other than a related party which is a member of the MOQ Group), as defined in section 228 of the Corporations Act;
17. a member of the MOQ Group entering into or materially altering, varying or amending any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors, other executives or employees, or accelerating or otherwise materially increasing compensation or benefits for any of the above, in each case other than pursuant to:
 - contractual arrangements in effect on the date of this deed and which have been disclosed in writing to Atturra prior to the date of this deed; or

- MOQ's policies and guidelines in effect on the date of this deed and which have been disclosed in writing to Atturra prior to the date of this deed,

provided that the aggregate of all increases in compensation or benefits is no greater than \$100,000.00;

18. a member of the MOQ Group increasing the remuneration of those personnel who report directly to the Chief Executive Officer of MOQ;
19. a member of the MOQ Group paying any of its officers, directors, other executives or employees a termination or retention payment, other than in accordance with contractual arrangements in effect on the date of this deed and which have been disclosed in writing to Atturra prior to the date of this deed;
20. a member of the MOQ Group amending in any material respect any arrangement with its Financial Adviser, or entering into arrangements with a new Financial Adviser, in respect of the Transaction or a MOQ Competing Proposal;
21. a member of the MOQ Group changing any accounting policy applied by them to report their financial position and which causes a MOQ Material Adverse Change other than any change in policy required by a change in Accounting Standards; or
22. notice of any material investigation, prosecution, arbitration, litigation or dispute threatened against a member of the MOQ Group (**Proceedings**) and for the avoidance of doubt which is not frivolous or vexatious, or circumstances arising which could reasonably be expected to give rise to any Proceedings.

| | |
|---|---|
| MOQ Registry | Automic Pty Ltd ACN 152 260 814. |
| MOQ Representations and Warranties | the representations and warranties of MOQ set out in Schedule 3. |
| MOQ Share | a fully paid ordinary share in the capital of MOQ. |
| MOQ Shareholder | each person who is registered as the holder of a MOQ Share in the MOQ Share Register. |
| MOQ Share Register | the register of members of MOQ maintained in accordance with the Corporations Act. |

| | |
|--|--|
| MOQ Superior Proposal | <p>a bona fide MOQ Competing Proposal of a kind referred to in paragraph 2, 3, 4 or 5 of the definition of MOQ Competing Proposal not resulting from a breach by MOQ of any of its obligations under clause 11 of this deed (it being understood that any actions by the Related Persons of MOQ not permitted by clause 11 will be deemed to be a breach by MOQ for the purposes hereof), that the MOQ Board, acting in good faith, and after receiving written legal advice from its external legal advisers and written financial advice from its Financial Adviser, determines:</p> <ol style="list-style-type: none"> 1. is reasonably capable of being valued and completed in a reasonable timeframe; and 2. would, if completed substantially in accordance with its terms, be more favourable to MOQ Shareholders (as a whole) than the Transaction (and, if applicable, than the Transaction as amended or varied following application of the matching right set out in clause 11.4), <p>in each case taking into account all terms and conditions and other aspects of the MOQ Competing Proposal (including any timing considerations, any conditions precedent, the identity of the proponent or other matters affecting the probability of the MOQ Competing Proposal being completed) and of the Transaction.</p> |
| Mutual Confidentiality and Exclusivity Deed | <p>the Mutual Confidentiality and Exclusivity Deed between Atturra Limited and MOQ dated 2 May 2022 as varied by the Deed of Variation between those parties dated 13 June 2022 and the Second Deed of Variation between those parties dated 24 June 2022.</p> |
| Operating Rules | <p>the official operating rules of ASX.</p> |
| Option Cancellation Deed | <p>a deed between MOQ, a MOQ Optionholder and Atturra under which those parties agree to cancel all of that MOQ Optionholder's MOQ Options with effect on the Implementation Date, conditional on the Scheme becoming Effective, for the Option Consideration.</p> |
| Option Consideration | <p>in respect of a MOQ Option, such amount set out in Schedule 5.</p> |
| PPSA | <p>the <i>Personal Property Securities Act 2009</i> (Cth).</p> |
| PPS Security Interest | <p>a security interest that is subject to the PPSA.</p> |
| Public Register Information | <p>the following information that is available as at the date that is three Business Days before the date of this document:</p> |

1. the records made available for public inspection by ASIC and which are revealed on an electronic search under a party's name, ACN or ABN;
2. an announcement made by a party to ASX;
3. the records which are revealed on an electronic search of the register maintained under the PPSA; and
4. the records made available for public inspection by IP Australia.

For the purposes of this definition, "Public Register Information" also includes the records made available for public inspection on a register maintained by the Supreme Court of New South Wales on 8 June 2022, the Federal Court of Australia on 31 May 2022 and the High Court of Australia on 15 June 2022.

| | |
|-------------------------------|--|
| Recipient Party | the party entitled to receive the Reimbursement Fee under clause 12.2. |
| Registered Address | in relation to a MOQ Shareholder, the address shown in the MOQ Share Register as at the Scheme Record Date. |
| Regulator's Draft | the draft Scheme Booklet in a form which is agreed to between the parties and that is provided to ASIC for approval pursuant to subsection 411(2) of the Corporations Act. |
| Regulatory Approval | a clearance, waiver, ruling, approval, relief, confirmation, exemption, consent or declaration set out in clause 3.1(a). |
| Reimbursement Fee | means \$250,000 (excluding GST). |
| Reimbursing Party | the party required to pay the Reimbursement Fee under clause 12.2. |
| Related Body Corporate | has the meaning given in section 50 of the Corporations Act. |
| Related Person | <ol style="list-style-type: none"> (a) in respect of a party or its Related Bodies Corporate, each director, officer, employee, adviser, agent or representative of that party or Related Body Corporate; and (b) in respect of a Financial Adviser, each director, officer, employee or contractor of that Financial Adviser. |
| Relevant Interest | has the meaning given in sections 608 and 609 of the Corporations Act. |
| Relevant Period | means the period commencing on the date of this document and ending on the earlier of the Implementation Date and the date this document is terminated. |

| | |
|-----------------------------|--|
| RG 60 | Regulatory Guide 60 issued by ASIC in September 2020. |
| Scheme | the scheme of arrangement under Part 5.1 of the Corporations Act between MOQ and the Scheme Shareholders, substantially in the form set out in Annexure B, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by MOQ and Atturra. |
| Scheme Booklet | in relation to the Scheme, the information booklet to be approved by the Court and dispatched to MOQ Shareholders which includes the Scheme, the Deed Poll, an explanatory statement complying with the Corporations Act, a notice of meeting and proxy form. |
| Scheme Consideration | in respect of each MOQ Share, an amount of \$0.05 cash for each MOQ Share held by a Scheme Shareholder as at the Scheme Record Date. |
| Scheme Record Date | 7.00pm on the second Business Day after the Effective Date or such other time and date as the parties agree in writing. |
| Scheme Shares | all MOQ Shares held by the Scheme Shareholders as at the Scheme Record Date. |
| Scheme Shareholder | a holder of MOQ Shares recorded in the MOQ Share Register as at the Scheme Record Date (other than an Excluded Shareholder). |
| Second Court Date | the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard. |
| Security Interest | has the meaning given in section 51A of the Corporations Act. |
| Subsidiary | has the meaning given in Division 6 of Part 1.2 of the Corporations Act. |
| Takeovers Panel | the Australian Takeovers Panel. |
| Tax Act | the <i>Income Tax Assessment Act 1997</i> (Cth). |
| Third Party | a person other than Atturra, its Related Bodies Corporate and its other Associates. |
| Timetable | the indicative timetable for the implementation of the Transaction set out in Annexure A. |

| | |
|---|---|
| Transaction | the acquisition of the Scheme Shares by Atturra through implementation of the Scheme in accordance with the terms of this deed. |
| Transaction Documents | means each of: <ul style="list-style-type: none"> (a) this document; (b) the Scheme; (c) the Deed Poll; (d) the Option Cancellation Deeds; (e) the Mutual Confidentiality and Exclusivity Deed; and (f) any other document which MOQ and Atturra agree is necessary or desirable to be entered into for the purposes of the Scheme. |
| Transaction Implementation Committee | means a committee comprised of at least two senior MOQ executives and two senior Atturra executives, and other persons as agreed by the parties. |

2. Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency, as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to this deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to the lawful currency of Australia;

- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney, New South Wales;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1 of this Schedule 1, has the same meaning when used in this deed;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (p) a reference to a body (including an institute, association or authority), other than a party to this deed, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (q) a reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (r) a reference to liquidation or insolvency includes appointment of an administrator, a reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, bankruptcy, or a scheme, compromise or arrangement with creditors (other than solely with holders of securities or derivatives), or any similar procedure or, where applicable, changes in the constitution of any partnership or Third Party, or death;
- (s) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (t) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (u) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

- (v) a reference to the Listing Rules and the Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party; and
- (w) a reference to something being 'reasonably likely' (or to a similar expression) is a reference to that thing being more likely than not to occur when assessed objectively.

3. Interpretation of inclusive expressions

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

4. Business Day

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

Schedule 2 Atturra Representations and Warranties

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

- (a) **Atturra Information:** the Atturra Information provided for inclusion in the Scheme Booklet, as at the date the Scheme Booklet is despatched to MOQ Shareholders, will be accurate in all material respects and will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion being honestly held and formed on a reasonable basis), including by way of omission from that statement;
- (b) **basis of Atturra Information:** the Atturra Information:
 - (i) will be provided to MOQ in good faith and on the understanding that MOQ and each other MOQ Indemnified Party will rely on that information for the purposes of preparing the Scheme Booklet and determining to proceed with the Transaction; and
 - (ii) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60, applicable Takeovers Panel guidance notes and the Listing Rules;
- (c) **new information:** it will, as a continuing obligation, provide to MOQ all further or new information which arises after the Scheme Booklet has been despatched to MOQ Shareholders (other than Excluded Shareholders) until the date of the Scheme Meeting which is necessary to ensure that the Atturra Information is not misleading or deceptive (including by way of omission);
- (d) **validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (e) **authority:** the execution and delivery of this deed by Atturra has been properly authorised by all necessary corporate action of Atturra, and Atturra has taken or will take all necessary corporate action to authorise the performance of this deed and to carry out the transactions contemplated by this deed;
- (f) **power:** it has full capacity, corporate power and lawful authority to execute, deliver and perform this deed and to carry out the transactions contemplated by this deed;
- (g) **no default:** neither this deed nor the carrying out by Atturra of the transactions contemplated by this deed does or will conflict with or result in the breach of or a default under any provision of Atturra's constitution and it is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed;
- (h) **deed binding:** this deed is a valid and binding obligation of Atturra, enforceable in accordance with its terms;

- (i) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to it or another Atturra Group Member, nor has any regulatory action of any nature of which it is aware been taken that would reasonably be likely to prevent or restrict its ability to fulfil its obligations under this deed, under the Deed Poll or under the Scheme;
- (j) **compliance:** each member of the Atturra Group has complied in all material respects with all Australian laws and regulations applicable to them and orders of Australian Government Agencies having jurisdiction over them; and
- (k) **not misleading:** all information it has provided or will provide to MOQ, is accurate and not misleading, and it has not omitted any information required to make the information provided to MOQ not misleading.

Schedule 3 MOQ Representations and Warranties

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

- (a) **MOQ Information:** the MOQ Information contained in the Scheme Booklet, as at the date the Scheme Booklet is despatched to MOQ Shareholders, will be accurate in all material respects and will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion being honestly held and formed on a reasonable basis), including by way of omission from that statement;
- (b) **basis of MOQ Information:** the MOQ Information:
 - (i) will be prepared and included in the Scheme Booklet in good faith and on the understanding that Atturra and each other Atturra Indemnified Party will rely on that information for the purposes of determining to proceed with the Transaction and considering and approving the Atturra Information; and
 - (ii) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60, applicable Takeovers Panel guidance notes and the Listing Rules;
- (c) **new information:** it will, as a continuing obligation (but in respect of the Atturra Information, only to the extent that Atturra provides MOQ with updates to the Atturra Information), ensure that the Scheme Booklet is updated or supplemented to include all further or new information which arises after the Scheme Booklet has been despatched to MOQ Shareholders (other than Excluded Shareholders) until the date of the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive (including by way of omission);
- (d) **validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (e) **authority:** the execution and delivery of this deed by MOQ has been properly authorised by all necessary corporate action of MOQ, and MOQ has taken or will take all necessary corporate action to authorise the performance by MOQ of this deed and the transactions contemplated by this deed;
- (f) **power:** it has full capacity, corporate power and lawful authority to execute, deliver and perform this deed;
- (g) **no default:** other than as Fairly Disclosed in the Disclosure Materials, neither this deed nor the carrying out by MOQ of the transactions contemplated by this deed does or will conflict with or result in the breach of or a default under:
 - (i) any provision of MOQ's constitution; or

- (ii) any material term or provision of any material agreement (including any financing arrangements) or any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it or any other MOQ Group Member is bound,

and it is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed;

- (h) **deed binding:** this deed is a valid and binding obligation of MOQ, enforceable in accordance with its terms;
- (i) **continuous disclosure:** other than as Fairly Disclosed in the Disclosure Materials, as at the date of this deed, MOQ is in compliance with its continuous disclosure obligations under Listing Rule 3.1 and, other than for this Transaction, it is not relying on the carve-out in Listing Rule 3.1A to withhold any material information from public disclosure;
- (j) **capital structure:** other than as Fairly Disclosed in the Disclosure Materials, its capital structure, including all issued securities as at the date of this deed, is as set out in Schedule 4 and it has not issued or granted (or agreed to issue or grant) any other securities, options, warrants, performance rights or other instruments which are still outstanding and may convert into MOQ Shares other than as set out in Schedule 4 and it is not under any obligation to issue or grant, and no person has any right to call for the issue or grant of, any shares, options, warrants, performance rights or other securities or instruments in MOQ;
- (k) **interest:** the Disclosure Materials set out full details of any company, partnership, trust, joint venture (whether incorporated or unincorporated) or other enterprise in which MOQ or another MOQ Group Member owns or otherwise holds any interest;
- (l) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to it or another MOQ Group Member, nor has any regulatory action of any nature been taken that would reasonably be likely to prevent or restrict its ability to fulfil its obligations under this deed or under the Scheme;
- (m) **compliance:** other than as Fairly Disclosed in the Disclosure Materials, each member of the MOQ Group has complied in all material respects with all laws and regulations applicable to them and orders of Government Agencies having jurisdiction over them;
- (n) **material licences:** other than as Fairly Disclosed in the Disclosure Materials, the MOQ Group has all material licences, authorisations and permits necessary for it to conduct the business of the MOQ Group as it is being conducted as at the date of this deed, and no member of the MOQ Group:
 - (i) is in material breach of, or default under, any such licence, authorisation or permit; or
 - (ii) has received any notice in respect of the termination, revocation, variation or non-renewal of any such licence, authorisation or permit;

- (o) **advisers:** it has provided complete and accurate information regarding fee levels in all retainers and mandates with Financial Advisers and fee estimates for other advisers in relation to the Scheme, any MOQ Competing Proposals and any other transaction where such retainer or mandate is current, or under which the MOQ Group still has obligations;
- (p) **Disclosure Materials:** it has collated and prepared all of the Disclosure Materials in good faith for the purposes of a due diligence process and in this context:
 - (i) the Disclosure Materials have been collated with all reasonable care and skill;
 - (iii) the information contained in the Disclosure Materials is accurate in all material respects;
 - (iv) the Disclosure Materials do not include information that is misleading or deceptive; and
 - (v) no information has been omitted from the Disclosure Materials that, in MOQ's reasonable opinion, would render the Disclosure Materials misleading or deceptive, or be material to a reasonable buyer's evaluation of the MOQ Group or decision whether to proceed with the Transaction;
- (q) **all information:** it is not aware of any information relating to the MOQ Group or its respective businesses or operations (having made reasonable enquiries) as at the date of this deed that has or could reasonably be expected to give rise to a MOQ Material Adverse Change that has not been disclosed in an announcement by MOQ to ASX or in the Disclosure Materials;
- (r) **not misleading:** all information it has provided or will provide to Atturra, is accurate and not misleading, and it has not omitted any information required to make the information provided to Atturra not misleading;
- (s) **no contravention of Corporations Act or Listing Rules:** other than as Fairly Disclosed in the Disclosure Materials, neither ASIC nor ASX has made a determination against any member of the MOQ Group for any contravention of the requirements of the Corporations Act or the Listing Rules or any rules, regulations or regulatory guides under the Corporations Act or the Listing Rules and, as far as MOQ is aware, no event has occurred which reasonably could or would reasonably be likely to result in such a determination being made;
- (t) **litigation:** other than as Fairly Disclosed in the Disclosure Materials, there are no current material actions, suits, arbitrations or legal or administrative proceedings against any member of the MOQ Group and, as far as MOQ is aware:
 - (i) there are no (i) current, pending or threatened material claims, disputes or demands, or (ii) pending or threatened material actions, suits, arbitrations or legal or administrative proceedings, in each case against any member of the MOQ Group; and

- (ii) no member of the MOQ Group is the specific focus of any material formal investigation by a Government Agency (not being an industry-wide investigation);
- (u) **encumbrances:** other than any security interest disclosed in the Disclosure Materials, there is no security interest over all or any of the MOQ Group's present or future assets or revenues;
- (v) **no MOQ Material Adverse Change:** immediately prior to entry into this deed, no MOQ Material Adverse Change has occurred;
- (w) **Material Contracts:** other than as Fairly Disclosed in the Disclosure Materials and as far as MOQ is aware, no member of the MOQ Group is in material default under a Material Contract to which it is a party, and nothing has occurred which is (or would be following the giving of notice or the lapse of time) an event of default or would give another party a termination right or right to accelerate any material right or obligation under any Material Contract;
- (x) **financial statements:** as far as MOQ is aware, there has not been any event, change, effect or development that would require MOQ to restate MOQ's financial statements as disclosed to ASX; and
- (y) **change of control:** there are no Material Contracts or material leases to which a member of the MOQ Group is a party which contain any change of control provisions that will be triggered by implementation of the Transaction.

Schedule 4 MOQ Capital Details

| MOQ Limited | | | |
|--------------------|------------------------------|----------------|-----------------------|
| Security | Total number on issue | | |
| MOQ Shares | 310,326,182 | | |
| MOQ Options | Number | Expiry | Exercise Price |
| | 818,181 | 1 January 2025 | \$0.209 |
| | 4,272,723 | 1 January 2025 | \$0.181 |
| | 363,636 | 9 July 2025 | \$0.217 |
| | 681,818 | 1 October 2025 | \$0.234 |

Schedule 5 Option Consideration

| Number | Expiry | Exercise Price | Option Consideration per MOQ Option (if any) |
|-----------|----------------|----------------|--|
| 818,181 | 1 January 2025 | \$0.209 | Nil |
| 4,272,723 | 1 January 2025 | \$0.181 | Nil |
| 363,636 | 9 July 2025 | \$0.217 | Nil |
| 681,818 | 1 October 2025 | \$0.234 | Nil |

Signing page

Executed as a deed

Atturra

Signed, sealed and delivered by **Atturra Holdings Pty Ltd ACN 132 368 104** by:



Company Secretary/Director

Shan Kanji

Print name



Director

Stephen Kowal

Print name

MOQ

Signed, sealed and delivered by **MOQ Limited ACN 050 240 330** by:



Company Secretary/Director

Alex white

Print name



Director

Peter Ward

Print name

Annexure A Indicative Timetable

| Event | Date |
|--|--------------------------|
| Announcement and signing of scheme implementation deed | Thursday, 30 June 2022 |
| Scheme Booklet provided to ASIC in draft (Regulator's Draft) | Thursday, 28 July 2022 |
| First Court hearing | Friday, 19 August 2022 |
| Scheme Meeting | Tuesday, 4 October 2022 |
| Second Court hearing | Thursday, 6 October 2022 |
| Effective Date | Thursday, 6 October 2022 |
| Scheme Record Date | Monday, 10 October 2022 |
| Implementation Date | Monday, 17 October 2022 |

Annexure B Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

MOQ Limited ACN 050 240 330 of G 01, 3 West Street, North Sydney NSW 2060 (**MOQ**)

and

The Scheme Shareholders

1. Definitions, interpretation and scheme components

1.1 Definitions

Schedule 1 contains definitions used in this Scheme.

1.2 Interpretation

Schedule 1 contains interpretation rules for this Scheme.

1.3 Scheme components

This Scheme includes any schedule to it.

2. Preliminary matters

2.1 MOQ

- (a) MOQ is a listed public company limited by shares, registered in Victoria, Australia, and has been admitted to the official list of the ASX. MOQ's Shares are quoted for trading on the ASX.
- (b) As at the date of the Implementation Deed, 310,326,182 MOQ Shares and 6,136,358 MOQ Options were on issue.

2.2 Atturra

- (a) Atturra is a proprietary company limited by shares, registered in New South Wales, Australia, and is the wholly-owned subsidiary of Atturra Limited, an Australian public company limited by shares and admitted to the official list of the ASX.

2.3 Summary of Scheme

- (a) If this Scheme becomes Effective:
 - (i) in consideration of the transfer of each Scheme Share to Atturra, Atturra must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll;
 - (ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Atturra; and
 - (iii) MOQ will enter the name of Atturra in the Share Register in respect of the Scheme Shares in accordance with this Scheme and with the result that Atturra will hold all MOQ Shares.
- (b) MOQ and Atturra have agreed, by executing the Implementation Deed, to implement this Scheme.
- (c) This Scheme attributes actions to Atturra but does not itself impose an obligation on it to perform those actions. Atturra has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

3. Conditions

3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by Atturra and MOQ;
- (d) such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to by Atturra and MOQ having been satisfied or waived; and

- (e) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date MOQ and Atturra agree in writing).

3.2 Certificate

- (a) MOQ and Atturra will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.

3.3 End Date

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless MOQ and Atturra otherwise agree in writing.

4. Implementation of this Scheme

4.1 Lodgement of Court orders with ASIC

MOQ must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible after the Court approves this Scheme and in any event by 5.00pm on the first Business Day after the day on which the Court approves this Scheme.

4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5.2, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Atturra, without the need for any further act by any Scheme Shareholder (other than acts performed by MOQ as attorney and agent for Scheme Shareholders under clause 8.5), by:
 - (i) MOQ delivering to Atturra a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by MOQ, for registration; and

- (ii) Atturra duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to MOQ for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(ii), but subject to the stamping of the Scheme Transfer (if required), MOQ must enter, or procure the entry of, the name of Atturra in the Share Register in respect of all the Scheme Shares transferred to Atturra in accordance with this Scheme.

5. Scheme Consideration

5.1 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer to Atturra of the Scheme Shares, each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of their Scheme Shares in accordance with the terms of this Scheme.

5.2 Provision of Scheme Consideration

Subject to clauses 5.4 and 5.6:

- (a) no later than 5.00pm on the day that is one Business Day before the Implementation Date, MOQ must procure Atturra to pay (or procure the payment of) the Scheme Consideration to the Scheme Shareholders in accordance with this clause 5.2;
- (b) the obligation of MOQ to procure payment of the Scheme Consideration pursuant to clause 5.2(a) will be satisfied by MOQ procuring Atturra no later than 5.00pm on the day that is one Business Day before the Implementation Date to deposit (or procure the deposit) in Immediately Available Funds the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders into the Trust Account (except that the amount of any interest on the amount deposited will accrue to Atturra);
- (c) on the Implementation Date, subject to receipt of the Scheme Consideration from Atturra in accordance with clause 5.2(b), MOQ must pay to each Scheme Shareholder an amount equal to the Scheme Consideration for each Scheme Share transferred to Atturra on the Implementation Date;
- (d) unless otherwise directed by the Scheme Shareholders before the Scheme Record Date, the amounts referred to in clause 5.2(c) must be paid to each Scheme Shareholder:
 - (i) on the Implementation Date by direct credit to a bank account nominated by that Scheme Shareholder; or
 - (ii) by sending a cheque drawn on an Australian bank in Australian currency on the Implementation Date to each Scheme Shareholder by

pre-paid ordinary post (or, if the address of the Scheme Shareholder is outside Australia, by pre-paid airmail post) to their address recorded in the Share Register on the Scheme Record Date.

5.3 Joint holders

In the case of Scheme Shares held in joint names:

- (a) the Scheme Consideration will be made payable to the joint holders and sent to either, at the sole discretion of MOQ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and
- (b) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of MOQ, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

5.4 Fractional entitlements

If the calculation of the Scheme Consideration to be issued to a Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

5.5 Unclaimed monies

- (a) MOQ may cancel a cheque issued under this clause 5 if the cheque:
 - (i) is returned to MOQ; or
 - (ii) has not been presented for payment within 6 months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to MOQ (or the MOQ Registry) (which request may not be made until the date which is 30 Business Days after the Implementation Date), MOQ must reissue a cheque that was previously cancelled under this clause 5.5.

5.6 Orders of a court or Government Agency

If written notice is given to MOQ (or the MOQ Registry) or Atturra (or the Atturra Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by MOQ in accordance with this clause 5, then MOQ shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or

- (b) prevents MOQ from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment of such consideration is otherwise prohibited by applicable law, MOQ shall be entitled to (as applicable) retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law.

6. Dealings in MOQ Shares

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in MOQ Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant MOQ Shares before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the Share Register is kept,

and MOQ must not accept for registration, nor recognise for any purpose (except a transfer to Atturra pursuant to this Scheme and any subsequent transfer by Atturra or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

6.2 Register

- (a) MOQ must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 6.1(b) before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires MOQ to register a transfer that would result in a MOQ Shareholder holding a parcel of MOQ Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and MOQ shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, MOQ must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme

Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.

- (d) All statements of holding for MOQ Shares (other than statements of holding in favour of Atturra or any Excluded Shareholders) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the Share Register in respect of Atturra or any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the MOQ Shares relating to that entry.
- (e) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day after the Scheme Record Date, MOQ will ensure that details of the names, Registered Addresses and holdings of MOQ Shares for each Scheme Shareholder as shown in the Share Register are available to Atturra in the form Atturra reasonably requires.

7. Quotation of MOQ Shares

- (a) MOQ must apply to ASX to suspend trading on the ASX in MOQ Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Atturra, MOQ must apply:
 - (i) for termination of the official quotation of MOQ Shares on the ASX; and
 - (ii) to have itself removed from the official list of the ASX.

8. General Scheme provisions

8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) MOQ may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Atturra has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which MOQ has consented to.

8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:

- (i) agrees to the transfer of their MOQ Shares together with all rights and entitlements attaching to those MOQ Shares in accordance with this Scheme;
 - (ii) agrees to the variation, cancellation or modification of the rights attached to their MOQ Shares constituted by or resulting from this Scheme;
 - (iii) agrees to, on the direction of Atturra, destroy any holding statements or share certificates relating to their MOQ Shares;
 - (iv) who holds their MOQ Shares in a CHES Holding agrees to the conversion of those MOQ Shares to an Issuer Sponsored Holding and irrevocably authorises MOQ to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
 - (v) acknowledges and agrees that this Scheme binds MOQ and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to MOQ and Atturra on the Implementation Date, and appointed and authorised MOQ as its attorney and agent to warrant to Atturra on the Implementation Date, that:
- (i) all their MOQ Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their MOQ Shares to Atturra together with any rights and entitlements attaching to those shares. MOQ undertakes that it will provide such warranty to Atturra as agent and attorney of each Scheme Shareholder; and
 - (ii) they have no existing right to be issued any MOQ Shares, MOQ options, MOQ performance rights, MOQ convertible notes or any other MOQ securities, other than the right to be issued MOQ Shares upon the exercise of MOQ Options. MOQ undertakes that it will provide such warranty to Atturra as agent and attorney of each Scheme Shareholder.

8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Atturra will, at the time of transfer of them to Atturra vest in Atturra free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal*

Property Securities Act 2009 (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.

- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder clause 5.2, Atturra will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by MOQ of Atturra in the Share Register as the holder of the Scheme Shares.

8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5.2, and until MOQ registers Atturra as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Atturra as attorney and agent (and directed Atturra in each such capacity) to appoint any director, officer, secretary or agent nominated by Atturra as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Atturra reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Atturra and any director, officer, secretary or agent nominated by Atturra under clause 8.4(a) may act in the best interests of Atturra as the intended registered holder of the Scheme Shares.

8.5 Authority given to MOQ

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints MOQ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Atturra, and MOQ undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Atturra on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints MOQ and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and MOQ accepts each such appointment. MOQ as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

8.6 Binding effect of Scheme

This Scheme binds MOQ and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of MOQ.

9. General

9.1 Stamp duty

Atturra will pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll.

9.2 Consent

Each of the Scheme Shareholders consents to MOQ doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, MOQ or otherwise.

9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to MOQ, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at MOQ's registered office or at the office of the MOQ Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a MOQ Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9.4 Governing law

- (a) This Scheme is governed by the laws in force in New South Wales, Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in

these courts on the basis that the process has been brought in an inconvenient forum.

9.5 Further action

MOQ must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

9.6 No liability when acting in good faith

Each Scheme Shareholder agrees that neither MOQ nor Atturra nor any director, officer, secretary or employee of MOQ or Atturra or Atturra Group shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

Schedule 1 - Definitions and interpretation

1. Definitions

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

| | |
|-------------------------|---|
| ADI | authorised deposit-taking institution (as defined in the <i>Banking Act 1959</i> (Cth)). |
| ASIC | the Australian Securities and Investments Commission. |
| ASX | ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates. |
| Atturra | Atturra Holdings Pty Ltd ACN 132 368 104. |
| Atturra Group | Atturra Limited, Atturra and each of its Subsidiaries and a reference to an Atturra Group Member or a member of the Atturra Group is to Atturra Limited or any of its Subsidiaries. |
| Atturra Limited | Atturra Limited ACN 654 662 638. |
| Atturra Register | the register of shareholders maintained by Atturra or its agent. |
| Atturra Registry | Computershare Limited ACN 005 485 825. |
| Business Day | a day that is not a Saturday, Sunday or public holiday or bank holiday in Sydney, New South Wales. |
| Corporations Act | the <i>Corporations Act 2001</i> (Cth). |
| CHESS | the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Ltd. |
| CHESS Holding | has the meaning given in the Settlement Rules. |
| Court | the Supreme Court of New South Wales, or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Atturra and MOQ. |
| Deed Poll | the deed poll substantially in the form of Attachment 1 under which Atturra covenants in favour of the Scheme Shareholders to perform the obligations attributed to Atturra under this Scheme. |
| Effective | when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the Court order made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme. |

| | |
|---------------------------------|---|
| Effective Date | the date on which this Scheme becomes Effective. |
| End Date | the date that is five calendar months from the date of execution of the Implementation Deed, or such other date as agreed in writing by Atturra and MOQ. |
| Excluded Shareholder | any MOQ Shareholder who is (or becomes under clause 5.3(l) of the Implementation Deed) a member of the Atturra Group or any MOQ Shareholder who holds any MOQ Shares on behalf of, or for the benefit of, any member of the Atturra Group and does not hold MOQ Shares on behalf of, or for the benefit of, any other person. |
| Government Agency | any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity (including any stock or other securities exchange), or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian. |
| Implementation Date | the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as agreed in writing by MOQ and Atturra. |
| Implementation Deed | the scheme implementation deed dated [insert date] 2022 between MOQ and Atturra relating to the implementation of this Scheme. |
| Issuer Sponsored Holding | has the meaning given in the Settlement Rules. |
| Listing Rules | the official listing rules of ASX. |
| MOQ | MOQ Limited ACN 050 240 330. |
| MOQ Registry | Automic Pty Ltd ACN 152 260 814. |
| MOQ Share | a fully paid ordinary share in the capital of MOQ. |
| MOQ Shareholder | each person who is registered as the holder of a MOQ Share in the Share Register. |
| Operating Rules | the official operating rules of ASX. |
| Registered Address | in relation to a MOQ Shareholder, the address shown in the Share Register as at the Scheme Record Date. |
| Scheme | this scheme of arrangement under Part 5.1 of the Corporations Act between MOQ and the Scheme Shareholders subject to any alterations or conditions made or required by the Court under |

subsection 411(6) of the Corporations Act and agreed to in writing by MOQ and Atturra.

| | |
|-----------------------------|--|
| Scheme Consideration | in respect of each MOQ Share, an amount of \$0.05 cash for each MOQ Share held by a Scheme Shareholder as at the Scheme Record Date. |
| Scheme Meeting | the meeting of the MOQ Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting. |
| Scheme Record Date | 7.00pm on the second Business Day after the Effective Date, or such other date as agreed in writing by MOQ and Atturra. |
| Scheme Shares | all MOQ Shares held by the Scheme Shareholders as at the Scheme Record Date. |
| Scheme Shareholder | a holder of MOQ Shares recorded in the Share Register as at the Scheme Record Date (other than an Excluded Shareholder). |
| Scheme Transfer | a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Atturra as transferee, which may be a master transfer of all or part of the Scheme Shares. |
| Second Court Date | the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving this Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard. |
| Settlement Rules | the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd. |
| Share Register | the register of members of MOQ maintained in accordance with the Corporations Act. |
| Subsidiary | has the meaning given in Division 6 of Part 1.2 of the Corporations Act. |
| Trust Account | means an Australian dollar denominated trust account operated by MOQ as trustee for the Scheme Shareholders, as nominated by MOQ and notified to Atturra at least 5 Business Days prior to the Implementation Date, being the account into which Atturra will deposit the aggregate Scheme Consideration in accordance with clause 5.2(b). |

2. Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney, New South Wales;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1 of this Schedule 1, has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or

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

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

- (p) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (q) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (r) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and
- (s) a reference to the Listing Rules and the Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

3. Interpretation of inclusive expressions

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

4. Business Day

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

Attachment 1 - Deed Poll - Members' scheme of arrangement

As attached as Annexure C of the Implementation Deed

Annexure C Deed Poll

Deed Poll - Members' scheme of arrangement

Date 2022

This deed poll is made

By Atturra Holdings Pty Ltd ACN 132 368 104 of 'Aurora Place', Level 33, 88 Phillip Street, Sydney NSW 2000 (**Atturra**)

in favour of each person registered as a holder of fully paid ordinary shares in MOQ Limited ACN 050 240 330 (**MOQ**) in the Share Register as at the Scheme Record Date (other than the Excluded Shareholders).

Recitals

- A. MOQ and Atturra entered into the Implementation Deed.
- B. In the Implementation Deed, Atturra agreed to make this deed poll.
- C. Atturra is making this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform their obligations under the Implementation Deed and the Scheme.

This deed poll provides as follows:

1. Definitions and interpretation

1.1 Definitions

- (a) The meanings of the terms used in this deed poll are set out below.

First Court Date the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Implementation Deed the scheme implementation deed entered into between MOQ and Atturra dated [insert date] 2022.

Scheme the scheme of arrangement under Part 5.1 of the Corporations Act between MOQ and the Scheme Shareholders, substantially

in the form set out in Attachment 1, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by MOQ and Atturra.

MOQ MOQ Limited ACN 050 240 330.

- (b) Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

1.2 Interpretation

Sections 2, 3 and 4 of Schedule 1 of the Scheme apply to the interpretation of this deed poll, except that references to 'this Scheme' are to be read as references to 'this deed poll'.

1.3 Nature of deed poll

Atturra acknowledges that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints MOQ and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against Atturra.

2. Conditions to obligations

2.1 Conditions

This deed poll and the obligations of Atturra under this deed poll are subject to the Scheme becoming Effective.

2.2 Termination

The obligations of Atturra under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no force or effect if:

- (a) the Implementation Deed is terminated in accordance with its terms; or
- (b) the Scheme is not Effective on or before the End Date, unless Atturra and MOQ otherwise agree in writing.

2.3 Consequences of termination

If this deed poll terminates under clause 2.2, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) Atturra is released from its obligations to further perform this deed poll; and
- (b) each Scheme Shareholder retains the rights they have against Atturra in respect of any breach of this deed poll which occurred before it was terminated.

3. Scheme obligations

3.1 Undertaking to issue Scheme Consideration

Subject to clause 2, Atturra undertakes in favour of each Scheme Shareholder to:

- (a) provide, or procure the provision of, the Scheme Consideration to each Scheme Shareholder; and
 - (b) undertake all other actions, and give each acknowledgement, representation and warranty (if any), attributed to it under the Scheme,
- subject to and in accordance with the provisions of the Scheme.

4. Warranties

Atturra represents and warrants in favour of each Scheme Shareholder that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

5. Continuing obligations

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) Atturra has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.

6. Notices

6.1 Form of Notice

A notice or other communication in respect of this deed poll (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to Atturra in accordance with the details set out below (or any alternative details nominated by Atturra by Notice).

Attention Stephen Kowal

Copy to: Helen Ord

Email address stephen.kowal@atturra.com
helen.ord@atturra.com

6.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (business hours period), then the Notice will instead be regarded as given and received at the start

| Method of giving Notice | When Notice is regarded as given and received |
|---|---|
| By hand to the nominated address | When delivered to the nominated address |
| By pre-paid post to the nominated address | At 9.00am (addressee's time) on the second Business Day after the date of posting |

| | |
|---|---|
| By email to the nominated email address | <p>The first to occur of:</p> <ol style="list-style-type: none"> 1 the sender receiving an automated message confirming delivery; or 2 two hours after the time that the email was sent (as recorded on the device from which the email was sent) provided that the sender does not, within the period, receive an automated message that the email has not been delivered. |
|---|---|

6.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 6.2).

7. General

7.1 Stamp duty

Atturra will pay all stamp duty and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under the Scheme and this deed poll.

7.2 Governing law and jurisdiction

- (a) This deed poll is governed by the law in force in New South Wales, Australia.
- (b) Atturra irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. Atturra irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

7.3 Waiver

- (a) Atturra may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) No Scheme Shareholder may rely on words or conduct of Atturra as a waiver of any right unless the waiver is in writing and signed by Atturra.

- (c) The meanings of the terms used in this clause 7.3 are set out below.

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

7.4 Variation

A provision of this deed poll may not be varied unless:

- (a) if before the First Court Date, the variation is agreed to by MOQ; or
- (b) if on or after the First Court Date, the variation is agreed to by MOQ and the Court indicates that the variation would not of itself preclude approval of the Scheme,

in which event Atturra will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

7.5 Cumulative rights

The rights, powers and remedies of Atturra and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

7.6 Assignment

- (a) The rights created by this deed poll are personal to Atturra and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of Atturra.
- (b) Any purported dealing in contravention of clause 7.6(a) is invalid.

7.7 Joint and several obligations

Atturra is liable for each obligation imposed on it by the terms of this deed poll.

7.8 Further action

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

Executed as a deed poll

Signed, sealed and delivered by Atturra Holdings Pty Ltd ACN 132 368 104 by:

Company Secretary/Director

Director

print name

print name

Attachment 1 - Scheme of arrangement

As attached as Annexure B of the Implementation Deed

Annexure D Conditions Precedent certificate

MOQ Limited ACN 050 240 330 (**MOQ**) and Atturra Holdings Pty Ltd ACN 132 368 104 (**Atturra**) certify, confirm and agree that each of the conditions precedent:

- (a) in clause 3.1 (other than the condition in clause 3.1(c) relating to Court approval) of the scheme implementation deed dated *[insert date]* between MOQ and Atturra (**SID**) has been satisfied or is hereby waived by the relevant party (or parties) to the SID in accordance with the terms of the SID; and
- (b) in clause 3.1 of the scheme of arrangement between MOQ and the relevant MOQ shareholders which appears in Annexure *[insert]* of MOQ's scheme booklet dated *[insert date]* has been satisfied.

This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Dated: *[insert date]*