

COGNIKIN PTY LTD

CogniKin Pty Ltd -- Service Agreement (Kevin Withnall / ILB)

Reference: CK-SA-001

30 March 2026

SERVICE AGREEMENT

CogniKin Pty Ltd and ILB Pty Ltd

AGREEMENT NUMBER: CK-SA-001

DATE: [DATE]

PARTIES

1. **CogniKin Pty Ltd** ACN [TBD] of [Registered Office Address TBD] (**CogniKin** or **Principal**)
2. **ILB Pty Ltd** ABN/ACN [TBD -- Kevin to confirm] of [Address TBD] (**ILB** or **Contractor**)

(each a **Party** and together the **Parties**)

BACKGROUND

- A. CogniKin develops, deploys, and operates the CogniKin platform, being a personalised artificial intelligence brain deployment system, and owns all intellectual property in the platform.
- B. ILB provides cloud infrastructure architecture, deployment engineering, and platform scalability services through its Key Person, Kevin Withnall.
- C. CogniKin wishes to engage ILB to provide the Services (as defined below), and ILB agrees to provide those Services, on the terms set out in this Agreement.
- D. Kevin Withnall is a shareholder of CogniKin (through [Kevin's Entity / Trust -- TBD]), and this Agreement is entered into on arm's length terms as a commercial services engagement separate from Kevin Withnall's equity interest.
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AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Business Day means a day that is not a Saturday, Sunday, or public holiday in Queensland, Australia.

Change of Control means, in relation to a Party, any change in the persons who Control that Party.

CogniKin IP means all intellectual property rights in the CogniKin platform, including the Brain software, K2K protocol, agent configurations, vault architecture, deployment frameworks, prompt engineering libraries, and all related technology, documentation, and know-how.

Commencement Date means [DATE -- TBD].

Confidential Information means all information disclosed by one Party to the other that is by its nature confidential, is designated as confidential, or that the receiving Party knows or ought to know is confidential, including the terms of this Agreement, all Work Product, CogniKin IP, business plans, financial information, client lists, technical specifications, source code, and trade secrets.

Control has the meaning given in section 50AA of the Corporations Act 2001 (Cth).

Corporations Act means the Corporations Act 2001 (Cth).

Fees means the fees specified in clause 5.1.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all intellectual property rights of any kind, including patents, copyright, trade marks, designs, trade secrets, know-how, rights in circuit layouts, rights in databases, and all rights of a similar nature, whether registered or unregistered, and includes all applications and rights to apply for registration of such rights.

Key Person means Kevin Withnall.

Moral Rights has the meaning given in the Copyright Act 1968 (Cth).

Pre-Existing IP means Intellectual Property Rights owned by ILB or the Key Person prior to the Commencement Date, or developed by ILB or the Key Person independently of this Agreement and without the use of CogniKin's resources or Confidential Information. Pre-Existing IP is listed in Schedule 2 (to the extent reasonably identifiable at the Commencement Date).

Services means the services described in clause 3 and Schedule 1.

Shareholders Agreement means the shareholders agreement for CogniKin entered into between the shareholders of CogniKin, as amended from time to time.

Term has the meaning given in clause 2.1.

Work Product means all materials, deliverables, documents, software, code, configurations, architectures, designs, documentation, reports, and other outputs created, developed, or produced by ILB or the Key Person in the course of performing the Services, including all modifications, improvements, and derivative works.

1.2 Interpretation

The interpretation rules in this Agreement are the same as those customarily used in commercial agreements governed by Queensland law. Headings do not affect interpretation. References to legislation include amendments and replacements. References to dollars are to Australian dollars.

2. TERM AND TERMINATION

2.1 Term

This Agreement commences on the Commencement Date and continues until terminated in accordance with this clause 2 (**Term**).

2.2 Termination for Convenience

Either Party may terminate this Agreement by giving the other Party not less than **30 days'** written notice.

2.3 Termination for Cause

Either Party may terminate this Agreement immediately by written notice if:

- (a) the other Party commits a material breach of this Agreement and fails to remedy that breach within 14 days of receiving written notice specifying the breach and requiring its remedy;
- (b) an Insolvency Event (as defined in the Corporations Act) occurs in respect of the other Party;
- (c) the other Party ceases or threatens to cease carrying on its business; or
- (d) the Key Person is unable or unwilling to perform the Services for a continuous period exceeding 30 days (other than during pre-approved absences under clause 3.4).

2.4 CogniKin Additional Termination Rights

CogniKin may terminate this Agreement immediately by written notice if:

- (a) there is a Change of Control of ILB without CogniKin's prior written consent; or
- (b) ILB or the Key Person breaches clause 7 (Intellectual Property Assignment) or clause 8 (Confidentiality).

2.5 Effect of Termination

On termination of this Agreement:

- (a) ILB must immediately deliver to CogniKin all Work Product (whether complete or incomplete), including all source code, documentation, configurations, access credentials, and related materials;
- (b) ILB must return or destroy all Confidential Information of CogniKin;
- (c) CogniKin must pay ILB all Fees accrued and unpaid up to the date of termination, including for Services satisfactorily performed during any notice period;
- (d) the Parties will cooperate in good faith to ensure an orderly transition of the Services; and
- (e) clauses 1, 7, 8, 9, 10, and 13 survive termination.

3. SERVICES

3.1 Scope of Services

ILB will provide the following services to CogniKin:

- (a) **Cloud Infrastructure Architecture:** Design, build, and maintain the cloud infrastructure (primarily AWS, ap-southeast-2 region) for the CogniKin platform, including compute, storage, networking, security, and monitoring;
- (b) **Deployment Engineering:** Develop and maintain automated deployment pipelines, CI/CD workflows, and infrastructure-as-code for Brain deployments across client environments;
- (c) **Platform Scalability:** Design and implement scalable architecture to support growing client deployments, including multi-tenant isolation, resource management, and performance optimisation;
- (d) **Cross-Platform Support:** Ensure the CogniKin platform operates reliably across Windows, macOS, and Linux client environments, including troubleshooting platform-specific integration issues;
- (e) **Database Architecture:** Design, deploy, and maintain database systems supporting the CogniKin platform, including migration, backup, and disaster recovery;
- (f) **Security Engineering:** Implement and maintain security controls, access management, encryption, and compliance measures across the CogniKin infrastructure;
- (g) **Documentation:** Maintain comprehensive technical documentation for all infrastructure, deployments, and operational procedures; and
- (h) any additional services as agreed between the Parties in writing from time to time.

The detailed scope is further described in Schedule 1.

3.2 Standard of Services

ILB must perform the Services:

- (a) with due care, skill, and diligence;
- (b) in a professional and workmanlike manner, consistent with industry best practices for cloud infrastructure and deployment engineering;
- (c) in accordance with all applicable laws and regulations;
- (d) in accordance with any reasonable directions given by CogniKin; and
- (e) in accordance with CogniKin's security and operational policies as notified to ILB from time to time.

3.3 Key Person

- (a) The Key Person for the provision of the Services is **Kevin Withnall**.
- (b) ILB must ensure that the Key Person personally performs or supervises the performance of the Services.
- (c) ILB must not substitute the Key Person without CogniKin's prior written consent.
- (d) If the Key Person is unable to perform the Services for any reason (including illness, injury, or personal circumstances), ILB must immediately notify CogniKin and the Parties will discuss alternative arrangements in good faith.

3.4 Pre-Approved Absences

The Parties acknowledge that the Key Person has the following pre-approved absence:

- (a) **Approximately 24 April to early June 2026:** Overseas travel (Mediterranean and Paris). During this period, the Key Person will provide reasonable remote availability for critical issues (minimum [TBD -- recommend 5 hours per week]) and will complete comprehensive handover documentation prior to departure.

[**Note:** Any additional pre-approved absences should be scheduled by mutual agreement with at least 30 days' notice.]

3.5 Location

The Services may be performed remotely unless CogniKin reasonably requires the Key Person's physical presence at a specified location, in which case CogniKin will reimburse ILB for reasonable travel and accommodation expenses pre-approved in writing.

3.6 Equipment and Resources

- (a) ILB is responsible for providing its own equipment, tools, and software required to perform the Services.
 - (b) CogniKin will provide ILB with access to CogniKin's systems, infrastructure, and resources reasonably necessary for the performance of the Services, subject to CogniKin's security policies.
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4. RELATIONSHIP OF THE PARTIES

4.1 Independent Contractor

- (a) ILB is engaged as an independent contractor, not as an employee, partner, or agent of CogniKin.
- (b) Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between the Parties.
- (c) ILB is responsible for its own taxation obligations, including income tax, GST, and any other applicable taxes and levies.
- (d) ILB is not entitled to any employment benefits, including superannuation, leave entitlements, workers' compensation, or any other entitlement that would be available to an employee of CogniKin.

4.2 No Authority to Bind

ILB does not have authority to bind CogniKin or to enter into any commitment, contract, or obligation on CogniKin's behalf, unless expressly authorised in writing.

4.3 Acknowledgement of Equity Interest

The Parties acknowledge that the Key Person holds an equity interest in CogniKin (through [Kevin's Entity / Trust -- TBD]). This Agreement is entered into on arm's length terms and is separate from and independent of the Key Person's rights and obligations as a shareholder. The Key Person's shareholder rights and obligations are governed by the Shareholders Agreement.

5. FEES AND PAYMENT

5.1 Fees

CogniKin will pay ILB a monthly fee of **\$20,000 (exclusive of GST)** for the Services (**Monthly Fee**).

5.2 GST

- (a) All amounts stated in this Agreement are exclusive of GST unless expressly stated otherwise.

(b) If GST is payable on a supply made under this Agreement, CogniKin must pay to ILB an additional amount equal to the GST payable on the supply (being \$2,000 per month at the current rate), at the same time and in the same manner as the Monthly Fee. The total monthly payment is therefore **\$22,000 (inclusive of GST)**.

(c) ILB must provide a valid tax invoice for each monthly payment.

5.3 Payment Terms

(a) ILB will submit a tax invoice on or about the first Business Day of each calendar month for the Services to be provided in that month.

(b) CogniKin must pay each invoice within **14 days** of receipt of a valid tax invoice.

(c) Payment must be made by electronic funds transfer to the bank account nominated by ILB.

5.4 Expenses

(a) The Monthly Fee is inclusive of all ordinary expenses incurred by ILB in performing the Services, including equipment, software, internet, and office expenses.

(b) CogniKin will reimburse ILB for extraordinary expenses (including travel and accommodation) that have been pre-approved in writing by CogniKin, on presentation of valid tax invoices and receipts.

5.5 Fee Review

The Monthly Fee will be reviewed on each anniversary of the Commencement Date. Any adjustment requires the written agreement of both Parties. If the Parties cannot agree on an adjustment, the existing Monthly Fee continues to apply.

5.6 Outstanding Invoices

[**Note to Marc:** The establishment prompt references ~\$41K in outstanding invoices owed to Kevin. If these are for pre-CogniKin work, they should be settled separately and not conflated with this Agreement. If any portion relates to CogniKin-related work performed before the Commencement Date, a separate settlement clause or acknowledgement should be added here. Recommend discussing with Matthew Sweeney.]

6. REPORTING AND OVERSIGHT

6.1 Monthly Reporting

ILB must provide CogniKin with a monthly report within 5 Business Days of the end of each calendar month, including:

- (a) a summary of Services performed during the month;
- (b) status of all active projects and tasks;
- (c) any material issues, risks, or blockers;
- (d) infrastructure costs and usage metrics; and
- (e) a summary of any Work Product delivered.

6.2 Availability

The Key Person must be reasonably available during Business Hours (8:00am to 6:00pm AEST, Monday to Friday) for communication with CogniKin's team, including participation in regular stand-ups, technical reviews, and planning sessions as reasonably required.

6.3 Communication

ILB must use CogniKin's designated communication channels (including the K2K protocol for governance matters) as notified from time to time.

7. INTELLECTUAL PROPERTY

7.1 Assignment of Work Product

- (a) All Intellectual Property Rights in the Work Product vest in CogniKin immediately and automatically upon creation.
- (b) To the extent that any Intellectual Property Rights in the Work Product do not vest automatically in CogniKin, ILB hereby assigns (and must procure that the Key Person assigns) to CogniKin all right, title, and interest in and to all Intellectual Property Rights in the Work Product, with effect from the date of creation.
- (c) ILB must do all things and execute all documents reasonably required by CogniKin to perfect, protect, or enforce CogniKin's Intellectual Property Rights in the Work Product.

7.2 Moral Rights

(a) The Key Person consents, to the maximum extent permitted under the Copyright Act 1968 (Cth), to the following acts or omissions that might otherwise infringe the Key Person's Moral Rights in the Work Product:

- (i) CogniKin's use, modification, adaptation, or publication of the Work Product without attribution to the Key Person;
- (ii) CogniKin's dealing with the Work Product in any manner it sees fit; and
- (iii) any act or omission that would otherwise constitute a breach of Moral Rights.

(b) This consent is given genuinely and is not the result of duress or undue influence.

(c) ILB must procure from any person engaged by ILB to perform any part of the Services a consent in substantially the same terms as this clause 7.2.

7.3 Pre-Existing IP

(a) Nothing in this Agreement transfers ILB's or the Key Person's Pre-Existing IP to CogniKin.

(b) To the extent that any Work Product incorporates or depends on Pre-Existing IP, ILB grants (and must procure that the Key Person grants) to CogniKin a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to use, modify, reproduce, and sublicense that Pre-Existing IP to the extent necessary for CogniKin to fully exploit the Work Product.

(c) ILB must not incorporate Pre-Existing IP into Work Product without CogniKin's prior written consent.

7.4 Third-Party IP

ILB must not incorporate any third-party intellectual property into the Work Product without CogniKin's prior written consent. Where third-party IP is incorporated with consent, ILB must ensure that CogniKin receives a licence on terms sufficient for CogniKin to fully exploit the Work Product.

7.5 Records

ILB must maintain records sufficient to establish CogniKin's ownership of all Work Product, including version control, development logs, and contribution records.

8. CONFIDENTIALITY

8.1 Obligations

Each Party must:

- (a) keep the other Party's Confidential Information confidential and not disclose it to any person except as permitted by this clause 8;
- (b) only use the other Party's Confidential Information for the purposes of this Agreement; and
- (c) take all reasonable steps to protect the other Party's Confidential Information from unauthorised access, use, or disclosure.

8.2 Permitted Disclosures

A Party may disclose the other Party's Confidential Information to:

- (a) its officers, employees, and professional advisers who need to know the information for the purposes of this Agreement and who are bound by obligations of confidentiality no less onerous than those in this clause;
- (b) the extent required by law, any court, or any regulatory authority, provided that the disclosing Party gives the other Party as much advance notice as is practicable; and
- (c) in the case of CogniKin, to its related bodies corporate (as defined in the Corporations Act) and their directors, officers, and professional advisers.

8.3 Return of Confidential Information

On termination of this Agreement, each Party must return or destroy (at the disclosing Party's election) all Confidential Information of the other Party in its possession or control, and certify in writing that it has done so.

8.4 Survival

This clause 8 survives termination of this Agreement for a period of 5 years, except in respect of trade secrets, which are protected without limit of time.

9. NON-COMPETITION AND NON-SOLICITATION

9.1 During Term Non-Competition

During the Term, ILB and the Key Person must not, without CogniKin's prior written consent, directly or indirectly:

(a) engage in, or have any financial interest in, any business that competes with the CogniKin platform or provides substantially similar AI brain deployment services; or

(b) divert or attempt to divert any client or prospective client of CogniKin.

9.2 Post-Termination

The Parties acknowledge that the Key Person's post-termination non-competition obligations (if any) are governed by the Shareholders Agreement and not by this Agreement. This clause 9 does not impose any post-termination non-competition restriction on ILB or the Key Person beyond those in the Shareholders Agreement.

9.3 Non-Solicitation of Personnel

During the Term and for 12 months following termination, ILB and the Key Person must not, without CogniKin's prior written consent, directly or indirectly solicit, induce, or encourage any employee, contractor, or key person of CogniKin to leave their engagement.

9.4 Exceptions

Nothing in this clause 9 restricts ILB or the Key Person from:

(a) holding up to 5% of the listed securities of a public company;

(b) continuing to provide services to Experience Co. [**Note:** Confirm whether this carve-out is needed -- Kevin is leaving Experience Co.]; or

(c) providing services that do not compete with the CogniKin platform, including general cloud infrastructure consulting to clients outside the AI brain deployment market.

10. LIABILITY AND INDEMNITY

10.1 ILB Indemnity

ILB indemnifies CogniKin against all losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising from:

- (a) any breach by ILB or the Key Person of this Agreement;
- (b) any negligent or wrongful act or omission of ILB or the Key Person in performing the Services;
- (c) any claim that the Work Product infringes a third party's Intellectual Property Rights (except to the extent caused by CogniKin's instructions or specifications); and
- (d) any claim by a third party arising from ILB's or the Key Person's breach of confidentiality.

10.2 CogniKin Indemnity

CogniKin indemnifies ILB against all losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising from:

- (a) any breach by CogniKin of this Agreement; and
- (b) any claim arising from CogniKin's use of the Work Product in a manner not contemplated by this Agreement.

10.3 Liability Cap

Subject to clauses 10.1 and 10.2, the maximum aggregate liability of each Party to the other under this Agreement (excluding the obligation to pay Fees and except for liability arising from breach of clauses 7, 8, wilful misconduct, or fraud) is limited to the total Fees paid or payable under this Agreement in the 12-month period preceding the event giving rise to the liability.

10.4 Consequential Loss

Neither Party is liable to the other for any loss of revenue, loss of profit, loss of anticipated savings, loss of business opportunity, loss of goodwill, or any indirect, special, or consequential loss or damage, however caused, except in relation to a breach of clause 7 (Intellectual Property) or clause 8 (Confidentiality).

11. INSURANCE

11.1 ILB Insurance

ILB must maintain during the Term:

- (a) professional indemnity insurance with a limit of not less than **\$2,000,000** per claim; and
- (b) public liability insurance with a limit of not less than **\$5,000,000** per occurrence.

11.2 Evidence of Insurance

ILB will provide CogniKin with certificates of currency for each policy within 14 days of a written request.

12. GENERAL PROVISIONS

12.1 Notices

All notices under this Agreement must be in writing and sent by email (with delivery confirmation) or registered post to the addresses specified below or as otherwise notified in writing. A notice is deemed received on the next Business Day after sending (if by email) or 3 Business Days after posting (if by registered post within Australia).

CogniKin: [Address and email TBD]

ILB: [Address and email TBD]

12.2 Subcontracting

ILB must not subcontract any part of the Services without CogniKin's prior written consent. Where consent is given, ILB remains fully responsible for the subcontractor's performance and must ensure that the subcontractor is bound by obligations of confidentiality and IP assignment no less onerous than those in this Agreement.

12.3 Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that CogniKin may assign this Agreement to any related body corporate (as defined in the Corporations Act).

12.4 Entire Agreement

This Agreement (including all Schedules) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, understandings, and representations.

12.5 Amendment

This Agreement may only be amended by a written instrument signed by both Parties.

12.6 Waiver

A waiver of any right or remedy under this Agreement must be in writing and is effective only to the extent set out in that written waiver.

12.7 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision is severed and the remaining provisions continue in full force and effect.

12.8 Governing Law and Jurisdiction

This Agreement is governed by the laws of Queensland, Australia. The Parties submit to the exclusive jurisdiction of the courts of Queensland.

12.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together constitute one agreement.

SCHEDULE 1 -- DETAILED SCOPE OF SERVICES

1. Cloud Infrastructure Architecture

- Design and implement AWS infrastructure (ap-southeast-2 region) for CogniKin platform
- VPC design, security groups, IAM roles, and access policies
- Compute architecture (EC2, Lambda, ECS/EKS as appropriate)
- Storage architecture (S3, EBS, EFS)
- Database architecture (RDS, Aurora, DynamoDB as appropriate)

- CDN and edge services (CloudFront)
- Monitoring, alerting, and logging (CloudWatch, CloudTrail)
- Cost optimisation and resource management
- Disaster recovery and backup strategies

2. Deployment Engineering

- CI/CD pipeline design and implementation
- Infrastructure-as-code (Terraform, CloudFormation, or equivalent)
- Automated Brain deployment pipelines
- Environment management (development, staging, production)
- Blue-green or canary deployment strategies
- Rollback procedures and version management

3. Platform Scalability

- Multi-tenant architecture design
- Client isolation and resource segregation
- Auto-scaling configuration
- Performance testing and optimisation
- Capacity planning and forecasting
- Load balancing and traffic management

4. Cross-Platform Support

- Windows environment deployment and integration (Windows 365, Teams, Oracle, Excel)
- macOS environment deployment and integration
- Linux environment deployment and integration
- Client environment assessment and compatibility testing
- Platform-specific troubleshooting and optimisation

5. Security Engineering

- Encryption at rest and in transit
- Key management (AWS KMS)
- Access management and authentication

- Security audit and compliance
- Vulnerability assessment and remediation
- Incident response procedures

6. Documentation and Knowledge Transfer

- Technical architecture documentation
- Runbooks and operational procedures
- Deployment guides for each supported platform
- Handover documentation (particularly prior to pre-approved absences)
- Training materials for CogniKin team members

SCHEDULE 2 -- PRE-EXISTING IP

[**Note:** ILB and the Key Person should list any Pre-Existing IP that may be relevant to the Services. If no Pre-Existing IP is identified, state \"Nil\".]

#	Description of Pre-Existing IP	Owner	Licence Terms (if to be used)
1	[Description]	ILB / Kevin Withnall	[Terms]
2	[Description]	ILB / Kevin Withnall	[Terms]
...			

EXECUTION

EXECUTED as an agreement.

CogniKin Pty Ltd ACN [TBD]

Signature of Authorised Signatory	
Name	
Title	Director
Date	

ILB Pty Ltd ABN/ACN [TBD]

Signature of Authorised Signatory	
Name	Kevin Withnall
Title	Director
Date	

This document was prepared for CogniKin Pty Ltd and should be reviewed by a qualified legal practitioner before execution. This document does not constitute legal advice.

Signatures

NAME
Anthony Brace

ROLE
Director-designate / CTO, CogniKin Pty Ltd

Signature pending

NAME
Kevin Withnall

ROLE
Principal, ILB Pty Ltd

Signature pending