

# COGNIKIN PTY LTD

## CogniKin Pty Ltd -- Service Agreement (Anthony Brace)

Reference: CK-SA-002

30 March 2026

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### SERVICE AGREEMENT

#### CogniKin Pty Ltd and [Anthony's Entity -- TBD]

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**AGREEMENT NUMBER:** CK-SA-002

**DATE:** [DATE]

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#### PARTIES

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1. **CogniKin Pty Ltd** ACN [TBD] of [Registered Office Address TBD] (**CogniKin** or **Principal**)
2. **[Anthony's Entity -- TBD]** ABN/ACN [TBD] of [Address TBD] (**Contractor**)

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

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#### BACKGROUND

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- 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. The Contractor provides chief technology officer services, brain deployment architecture, and inter-brain communication systems through its Key Person, Anthony Brace.
- C. CogniKin wishes to engage the Contractor to provide the Services (as defined below), and the Contractor agrees to provide those Services, on the terms set out in this Agreement.
- D. Anthony Brace is a shareholder of CogniKin (through [Anthony's Family Trust -- TBD], being the same trust holding his Apex Performance equity interest), holding 20% of Class A Ordinary Shares. This Agreement is entered into on arm's length terms as a commercial services engagement separate from Anthony Brace's equity interest.

E. Anthony Brace is the architect of the K2K inter-brain communication protocol and the CogniKin platform infrastructure, and his continued involvement is critical to the platform's development and commercial deployment.

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## AGREED TERMS

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### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

**Brain** means a CogniKin personalised artificial intelligence instance deployed for a client, configured with the client's specific parameters, integrations, and permission framework.

**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, brain-tools, brain-docs, 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.

**K2K Protocol** means the inter-brain communication protocol (K2K -- Kin to Kin) developed for the CogniKin platform, including the message routing system, Gitea-based governance layer, inbox/outbox architecture, and all related documentation and tools.

**Key Person** means Anthony Brace.

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

**Pre-Existing IP** means Intellectual Property Rights owned by the Contractor or the Key Person prior to the Commencement Date, or developed by the Contractor 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, protocols, documentation, reports, and other outputs created, developed, or produced by the Contractor 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.

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## **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 the Contractor without CogniKin's prior written consent; or
- (b) the Contractor 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) the Contractor must immediately deliver to CogniKin all Work Product (whether complete or incomplete), including all source code, documentation, configurations, access credentials, and related materials;

- (b) the Contractor must return or destroy all Confidential Information of CogniKin;
  - (c) CogniKin must pay the Contractor 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, including handover of all infrastructure access, credentials, and operational knowledge; and
  - (e) clauses 1, 7, 8, 9, 10, and 13 survive termination.
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### 3. SERVICES

#### 3.1 Scope of Services

The Contractor will provide the following services to CogniKin:

- (a) **CTO Services -- Platform Technical Leadership:** Serve as the technical leader for the CogniKin platform, making architectural decisions, setting technical direction, evaluating technology choices, and ensuring platform quality and reliability;
- (b) **Brain Deployment Architecture:** Design, develop, and maintain the architecture for deploying CogniKin Brain instances across diverse client environments, including configuration management, agent systems, vault architecture, and MCP tool integration;
- (c) **K2K Protocol Development:** Continue development and maintenance of the K2K inter-brain communication protocol, including message routing, Gitea governance layer, inbox/outbox systems, and brain directory management;
- (d) **Inter-Brain Architecture:** Design and maintain the architecture enabling multiple Brain instances to communicate, collaborate, and share intelligence across organisational boundaries while maintaining security and privacy;
- (e) **Client Deployment Support:** Lead the technical deployment of Brain instances for new clients, including environment assessment, configuration, integration, testing, and handover;
- (f) **Infrastructure Management:** Manage the Gitea server infrastructure (git.kisrv.com), Mac Mini deployment infrastructure, and any other platform infrastructure components;
- (g) **Brain Tools and Documentation:** Develop and maintain the brain-tools repository (CLI tools, MCP servers, setup scripts) and brain-docs repository (setup guides, system documentation, changelogs);

- (h) **Platform Security:** Ensure security of the CogniKin platform, including access controls, credential management, inter-brain security, and client data protection;
- (i) **Technical Mentorship:** Provide technical guidance and mentorship to other CogniKin team members, including Kevin Withnall/ILB, on platform architecture and deployment; and
- (j) 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

The Contractor must perform the Services:

- (a) with due care, skill, and diligence;
- (b) in a professional and workmanlike manner, consistent with the standards expected of a chief technology officer of an AI technology company;
- (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 the Contractor from time to time.

### 3.3 Key Person

- (a) The Key Person for the provision of the Services is **Anthony Brace**.
- (b) The Contractor must ensure that the Key Person personally performs or supervises the performance of the Services.
- (c) The Contractor 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), the Contractor 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 known personal commitments:

(a) **Baby expected in coming weeks [DATE TBD]:** The Key Person will have reduced availability for a period following the birth. The Parties will agree a reasonable availability schedule closer to the date. The Key Person will ensure critical handover documentation and system access is in place before the expected due date.

[**Note:** Any additional pre-approved absences should be scheduled by mutual agreement with at least 14 days' notice.]

### 3.5 Time Commitment

[**Note to Marc:** The time commitment needs to be agreed with Anthony. Given his 20% equity and the CTO nature of the role, consider whether this is:

- (a) Full-time equivalent (~38 hours/week); or
- (b) Part-time with a minimum commitment (e.g., 20-25 hours/week); or
- (c) Flexible, based on project demands, with an expectation of reasonable availability.

The Fee (clause 5.1) should reflect the agreed time commitment. For a full-time CTO contractor in the Australian market, \$20,000-\$30,000/month + GST is reasonable. For part-time, scale accordingly. Anthony's 20% equity partially compensates for below-market cash rates.]

### 3.6 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 the Contractor for reasonable travel and accommodation expenses pre-approved in writing.

### 3.7 Equipment and Resources

- (a) The Contractor is responsible for providing its own equipment, tools, and software required to perform the Services.
  - (b) CogniKin will provide the Contractor with access to CogniKin's systems, infrastructure, and resources reasonably necessary for the performance of the Services, subject to CogniKin's security policies.
  - (c) Where CogniKin provides equipment (such as Mac Mini infrastructure) to the Contractor for the performance of the Services, that equipment remains the property of CogniKin and must be returned on termination.
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## 4. RELATIONSHIP OF THE PARTIES

### 4.1 Independent Contractor

- (a) The Contractor 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) The Contractor is responsible for its own taxation obligations, including income tax, GST, and any other applicable taxes and levies.
- (d) The Contractor 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 Authority

- (a) Subject to paragraph (b), the Contractor 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.
- (b) In the Key Person's capacity as CTO, the Key Person may make technical decisions within the scope of the Services and within any delegated authority limits set by the Board of CogniKin from time to time. Such decisions are technical in nature and do not constitute the authority to bind CogniKin to commercial or financial commitments.

### 4.3 Acknowledgement of Equity Interest

The Parties acknowledge that the Key Person holds a 20% equity interest in CogniKin (through [Anthony's Family 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.

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## 5. FEES AND PAYMENT

### 5.1 Fees

CogniKin will pay the Contractor a monthly fee of **[\$[TBD -- to be agreed with Anthony]]** (exclusive of GST) for the Services (**Monthly Fee**).

**[DECISION REQUIRED:** Marc to agree the Monthly Fee with Anthony. Considerations:

- Kevin's rate is \$20,000/month for infrastructure services
- Anthony's role is CTO-level with broader strategic responsibility
- Anthony holds 20% equity (equity/cash trade-off)
- Market rate for contract CTO: \$25,000-\$40,000/month (full-time)
- If part-time, scale accordingly
- Potential range: \$15,000-\$25,000/month depending on time commitment and equity weighting

Recommend discussing with Anthony and documenting the agreed rationale for the rate, as PE due diligence will review related-party transactions.]

## **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 the Contractor an additional amount equal to the GST payable on the supply, at the same time and in the same manner as the Monthly Fee.

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

## **5.3 Payment Terms**

(a) The Contractor 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 the Contractor.

## **5.4 Expenses**

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

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

(c) The Parties acknowledge that client deployment travel may be required (e.g., on-site deployment for high-value clients). Such travel will be pre-approved and reimbursed as an extraordinary expense.

### **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.

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## **6. REPORTING AND OVERSIGHT**

### **6.1 Monthly Reporting**

The Contractor 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 client deployments and platform development projects;
- (c) K2K system status, including active brains, message volumes, and system health;
- (d) any material issues, risks, or blockers;
- (e) a technology roadmap update; and
- (f) 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, planning sessions, and client deployment calls as reasonably required.

### **6.3 Communication**

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

### **6.4 Board Reporting**

Where the Key Person is appointed as a director of CogniKin (as contemplated by the Shareholders Agreement), the Key Person's board responsibilities are separate from and additional to the Services. Board attendance, preparation, and governance duties are not included in the Services and are not compensated under this Agreement. **[Note:** Director remuneration, if any, is a matter for the Board and Shareholders Agreement.]

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## **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, the Contractor 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) The Contractor 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, including but not limited to patent applications, trade mark registrations, and copyright registrations.

(d) For the avoidance of doubt, the K2K Protocol (to the extent developed in the course of the Services or incorporating CogniKin IP) is Work Product and vests in CogniKin.

### **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) The Contractor must procure from any person engaged by the Contractor 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 the Contractor'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, the Contractor 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) The Contractor must not incorporate Pre-Existing IP into Work Product without CogniKin's prior written consent.

(d) The Parties acknowledge that the Key Person has developed infrastructure tools and systems prior to the Commencement Date, some of which form the basis of the CogniKin platform. The IP Assignment Deed (a separate document to be executed by the Parties) will address the assignment of pre-Commencement CogniKin-specific IP. This Agreement governs IP created from the Commencement Date onwards.

### **7.4 Third-Party IP**

The Contractor 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, the Contractor must ensure that CogniKin receives a licence on terms sufficient for CogniKin to fully exploit the Work Product.

### **7.5 Open Source**

(a) The Contractor must not incorporate any open source software into the Work Product in a manner that would impose obligations on CogniKin (such as copyleft or share-alike obligations) without CogniKin's prior written consent.

(b) The Contractor must maintain a register of all open source components used in the Work Product, including the applicable licence terms.

## **7.6 Records**

The Contractor must maintain records sufficient to establish CogniKin's ownership of all Work Product, including version control (via Gitea), development logs, and contribution records.

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## **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 K2K Protocol Security**

The Contractor acknowledges that the K2K Protocol enables inter-brain communication that may include commercially sensitive and governance-critical information for CogniKin's clients. The Contractor must ensure that:

- (a) K2K message routing infrastructure maintains strict access controls;
- (b) client data transiting the K2K system is segregated and not accessible by other clients or brains;
- (c) all K2K infrastructure access credentials are stored securely and rotated regularly; and
- (d) any security incident affecting the K2K infrastructure is reported to CogniKin immediately.

#### **8.4 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.

#### **8.5 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.

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### **9. NON-COMPETITION AND NON-SOLICITATION**

#### **9.1 During Term Non-Competition**

During the Term, the Contractor 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 the Contractor 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, the Contractor and the Key Person must not, without CogniKin'ss 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 the Contractor or the Key Person from:

- (a) holding up to 5% of the listed securities of a public company;
  - (b) continuing to provide services that do not compete with the CogniKin platform, including general technology consulting and infrastructure services to clients outside the AI brain deployment market; or
  - (c) maintaining the Key Person's existing business interests (including the Apex Performance equity interest), provided those interests do not compete with CogniKin.
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## **10. LIABILITY AND INDEMNITY**

### **10.1 Contractor Indemnity**

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

- (a) any breach by the Contractor or the Key Person of this Agreement;
- (b) any negligent or wrongful act or omission of the Contractor 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 the Contractor's or the Key Person's breach of confidentiality.

### **10.2 CogniKin Indemnity**

CogniKin indemnifies the Contractor 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).

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## **11. INSURANCE**

### **11.1 Contractor Insurance**

The Contractor 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**

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

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## **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]

**Contractor:** [Address and email TBD]

## **12.2 Subcontracting**

The Contractor must not subcontract any part of the Services without CogniKin's prior written consent. Where consent is given, the Contractor 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.

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## **13. RELATED PARTY TRANSACTION DISCLOSURE**

### **13.1 Disclosure**

The Parties acknowledge that this Agreement is a related party transaction for the purposes of the Corporations Act (sections 207-210) and the Shareholders Agreement, given that the Key Person is a 20% shareholder of CogniKin.

### **13.2 Board Approval**

This Agreement has been approved by the Board of CogniKin on [DATE], with the Key Person (if a director) abstaining from the vote, in accordance with section 195 of the Corporations Act and the CogniKin conflict of interest policy.

### **13.3 Arm's Length Terms**

The Parties warrant that the terms of this Agreement (including the Monthly Fee) are on arm's length terms and reflect the fair market value of the Services, having regard to:

- (a) the scope and nature of the Services;
- (b) the Key Person's qualifications, experience, and expertise;
- (c) market rates for comparable CTO-level technology consulting services in Australia; and
- (d) the Key Person's equity interest in CogniKin and the equity/cash compensation trade-off.

## **13.4 Annual Review**

The arm's length nature of this Agreement will be reviewed by the Board (or an independent committee thereof) at least annually, and the results of that review documented in the Board minutes.

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## **SCHEDULE 1 -- DETAILED SCOPE OF SERVICES**

### **1. CTO Services -- Platform Technical Leadership**

- Technical strategy and architecture decisions for the CogniKin platform
- Technology stack selection and evaluation
- Technical due diligence support for PE investment process
- Technical risk assessment and mitigation planning
- Platform roadmap development and maintenance
- Quality standards and code review processes
- Technical hiring and contractor evaluation (recommendations to Board)

### **2. Brain Deployment Architecture**

- Brain instance configuration and deployment framework
- Agent configuration management (CLAUDE.md, agents, commands)
- Vault architecture for client deployments
- MCP tool integration and management
- Permission framework implementation (human-in-the-loop, financial safeguards)
- Client environment assessment and compatibility validation
- Brain update and version management procedures

### **3. K2K Protocol Development**

- K2K message routing system development and maintenance
- Gitea governance layer management
- Inbox/outbox architecture and CLI tools
- Brain directory and identity management
- K2K security (message integrity, access controls, credential management)

- K2K documentation and onboarding guides for new brains
- K2K protocol versioning and upgrade procedures

#### **4. Inter-Brain Architecture**

- Multi-brain communication design
- Brain isolation and security boundaries
- Cross-organisational brain collaboration frameworks
- Brain-to-brain data sharing protocols (with privacy controls)
- Centralised monitoring and health checking for deployed brains

#### **5. Client Deployment Support**

- New client environment assessment (Windows, macOS, Linux)
- Brain configuration for client-specific needs
- Integration with client systems (CRM, ERP, email, calendar, databases)
- Deployment testing and validation
- Client onboarding and training
- Post-deployment support and optimisation

#### **6. Infrastructure Management**

- Gitea server (git.kisrv.com) administration and maintenance
- Mac Mini deployment infrastructure management
- DNS, SSL, and networking for CogniKin services
- Backup and disaster recovery for CogniKin infrastructure
- Infrastructure monitoring and alerting

#### **7. Brain Tools and Documentation**

- brain-tools repository: CLI tools, MCP servers, setup scripts
- brain-docs repository: setup guides, system documentation, changelogs
- Compendium generator maintenance
- New brain onboarding documentation
- Release management and version control

## 8. Security

- Platform security architecture and implementation
- Credential and secret management
- Access control and authentication
- Security incident response
- Client data protection measures
- Regular security reviews and hardening

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### SCHEDULE 2 -- PRE-EXISTING IP

[**Note:** The Contractor and the Key Person should list any Pre-Existing IP that may be relevant to the Services. This is critical given the Key Person's role in developing the K2K protocol and CogniKin infrastructure prior to formal company establishment. The IP Assignment Deed (separate document) will address the formal assignment of pre-Commencement CogniKin-specific IP to CogniKin.]

#	Description of Pre-Existing IP	Owner	Status
1	K2K Protocol (pre-Commencement version)	Anthony Brace / [Entity TBD]	To be assigned via IP Assignment Deed
2	Brain deployment framework (pre-Commencement version)	Anthony Brace / [Entity TBD]	To be assigned via IP Assignment Deed
3	brain-tools repository (pre-Commencement)	Anthony Brace / [Entity TBD]	To be assigned via IP Assignment Deed
4	brain-docs repository (pre-Commencement)	Anthony Brace / [Entity TBD]	To be assigned via IP Assignment Deed
5	Gitea server configuration and automation	Anthony Brace / [Entity TBD]	To be assigned via IP Assignment Deed
6	[Personal infrastructure tools NOT specific to CogniKin]	Anthony Brace / [Entity TBD]	EXCLUDED -- remains Pre-Existing IP
...	[Add additional items as identified]		

[**Note:** Anthony should review this Schedule carefully and identify any additional Pre-Existing IP. Items 1-5 are expected to be assigned to CogniKin via the IP Assignment Deed. Item 6 and any similar personal tools remain the Key Person's property.]

**SCHEDULE 3 -- TIME COMMITMENT**

[To be completed when the Fee is agreed]

Item	Details
Minimum Weekly Hours	[TBD -- e.g., 20 / 30 / 38 hours]
Core Availability Hours	[TBD -- e.g., 9:00am - 3:00pm AEST, Monday to Friday]
After-Hours Availability	Reasonable availability for critical platform issues
Reporting	Monthly report per clause 6.1

**EXECUTION**

**EXECUTED** as an agreement.

**CogniKin Pty Ltd** ACN [TBD]

Signature of Authorised Signatory	
Name	
Title	Director
Date	

[**Anthony's Entity -- TBD**] ABN/ACN [TBD]

Signature of Authorised Signatory	
Name	Anthony Brace
Title	Director

Date	

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*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

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NAME <b>Marc Withnall</b>
ROLE <b>Principal, KI Investment Trust No. 1</b>
<hr/> <i>Signature pending</i>

NAME <b>Anthony Brace</b>
ROLE <b>Director-designate / CTO, CogniKin Pty Ltd</b>
<hr/> <i>Signature pending</i>