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Employment Contract

11 May 2022

Private and confidential

Dear Nathan

Letter of Appointment

We are pleased to confirm your offer of employment with InsideSherpa Pty Ltd, trading as Forage (the ***Company***) as Engineering Manager. The Company will employ you on a part-time basis in that position, or any other similar position, however titled, that may be required by the Company from time to time in accordance with its business needs. This offer is contingent upon the satisfactory completion of a background check.

1 Date of commencement

Your commencement date is 6 June 2022 (or such other day agreed between the parties).

2 Place of work

Initially, you will be required to work remotely from your home location or other place which ensures that Company information or that of clients, suppliers or other contacts is safe and secure. You may also use the offices available to you from time to time as applicable.

3 Hours of work

Your nominal hours of work will be 30.4 hours per week plus any additional hours necessary to enable you to perform the requirements of your position. Your remuneration has been set with this requirement in mind.

4 Probationary period

(a) The first 3 months of your employment will be a probationary period, in order to assess whether you are suited to the role and the organisation.

(b) During the probationary period, either you or the Company may terminate the employment for any reason on one week's written notice (or, at the Company's option, a payment in lieu of one week's notice).

(c) Nothing in this clause restricts the right of the Company to terminate your employment during the probationary period under clause 15.1.

5 Remuneration

Your annual gross base salary will be $160,000 per annum (exclusive of superannuation), pro rated over a 4-day work week.

This will be paid bi-monthly, less applicable tax, by electronic funds transfer into your nominated account. Please complete the enclosed account details form.

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Your total salary comprises your annual gross base salary plus superannuation contributions in accordance with clause 6.

You acknowledge and agree that your salary is in full satisfaction of all entitlements with respect to overtime, penalty rates, allowances and loadings that you may have under any applicable award.

6 Superannuation

Your total salary includes superannuation contributions at the relevant rate required to discharge the Company's obligations under the superannuation guarantee legislation to a complying superannuation fund of your choice.

7 Access to the 2019 Stock Plan

7.1 You will have access to the Company's 2019 Stock Plan. You will be offered 15,000 options to acquire shares in InsideSherpa Inc, the parent company of the Company (subject to Board approval). Your options will vest over a standard 4-year vesting schedule. The Company represents that it will take every reasonable step to ensure this offer is approved. Please refer to the separate letter of offer regarding the 2019 Stock Plan.

8 Other Benefits

The Company offers to its employees a range of additional benefits, which vary from time to time. These additional benefits will be provided at the Company's absolute discretion.

9 Leave entitlements

9.1 Annual leave

You are entitled to annual leave in accordance with applicable legislation, which currently provides for 20 days' annual leave per year of service, pro-rated for the number of hours worked that year.

9.2 Personal/Carers' Leave

You are entitled to personal/carers' leave in accordance with applicable legislation, which currently provides 10 days' personal/carers' leave for each year of service, for occasions when:

(i) you are unable to attend work due to illness or injury which is not work-related (***Personal Leave***); or

(ii) a member of your immediate family or household requires care or support due to personal illness or injury, or where there is an unexpected emergency affecting a member of your immediate family or household (***Carers' Leave***).

9.3 Long service leave

Long service leave will be granted in accordance with applicable legislation.

9.4 Parental leave

Parental leave will be granted in accordance with applicable legislation.

10 Policies

You are required to be familiar with Company policies as in force from time to time and comply with them. You acknowledge that those policies do not form part of your contract of employment and that they may be amended or withdrawn by the Company at its sole discretion at any time.

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11 Confidentiality

During your employment, you will have access to the Confidential Information of the Company in order to carry out your duties. ***Confidential Information*** includes but is not limited to:

(a) technical information relating to the goods and services of the Company's business and the business of any other company within the corporate group of the Company, including their operation, manufacture, use or performance;

(b) all information concerning the business, its methods of operation, marketing and other activities; and

(c) competitive and financial information concerning the business, which information, whether in the nature of trade secrets or otherwise, is not in the public domain.

You must not, whether during or after the termination of your employment with the Company, divulge Confidential Information to anyone other than:

(a) in the proper performance of your duties; or

(b) as required by law.

12 Intellectual Property

(a) You hereby irrevocably assign to the Company upon creation all Intellectual Property Rights arising out of the performance of your duties during your employment. You acknowledge that, because of the assignments under this clause 12, the Company owns and will own all right, title and interest to such rights.

(b) During and after your employment, you must:

(i) comply with any request by the Company to execute any document or take any step necessary to transfer ownership of the rights referred to in paragraph (a) to the Company;

(ii) deliver into the physical possession and control of the Company all material forms and embodiments (including those stored in electronic or similar media) of the rights referred to in paragraph (a);

(iii) execute any documents and do all things reasonably requested by the Company to obtain, enforce or defend any right referred to in paragraph (a); and

(iv) not use or disclose any Intellectual Property Rights except as required to discharge your duties to the Company.

You acknowledge that this clause 12 will remain in full force and effect notwithstanding termination of your employment for any reason.

(c) For the purposes of this clause 12:

Intellectual Property Rights means:

(a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:

(i) registered and unregistered copyright;

(ii) inventions (including patents, innovation patents and utility models);

(iii) confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, technical data and know-how;

(iv) registered and unregistered designs; and

(v) registered and unregistered trademarks;

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(vi) circuit layout designs, topography rights and rights in databases, whether or not any of these are registered, registrable or patentable;

(b) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;

(c) any business name registration;

(d) any domain name registration;

(e) any social media account;

(f) any licence or other similar right from a third party to use any of the above;

(g) any applications and the right to apply for registration of any of the above; and

(h) any rights of action against any third party in connection with the rights included in paragraphs (a) to (g) above, including any right to claim (and retain) any damages and other remedies (including an account of profits) for infringement,

but excluding moral rights and similar personal rights which by law are non-assignable.

13 Moral rights

(a) In relation to any moral rights that may arise by operation of the *Copyright Act 1968* (Cth) in respect of any works or other subject matter created by you in the course of your employment (***Works***), you, as an author of the Works, irrevocably and unconditionally consent, to the maximum extent permitted by law (either present or future), to the Company and the Company's Authorised Persons:

(i) using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating, renting or transmitting any of the Works or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world:

(A) in whatever form and in whatever circumstances the Company or the Company's Authorised Persons think fit, including the making of any distortions, additions or alterations to any of the Works, or mutilating or destroying any of the Works, or any adaptation of any of them (or any part of any of the Works or of any such adaptation); and

(B) without making any identification of you as an author in relation to any of them; and

(ii) doing anything or omitting to do anything in relation to any of the Works or any adaptation of any of them (or any part of any of the Works or of any such adaptation) anywhere in the world that would otherwise infringe your moral rights, or any similar non-assignable, personal rights that you might have.

(b) You acknowledge that this consent applies to all Works, whether created before, on or after the date of signing of this consent.

(c) For the purposes of this clause 13, Company's Authorised Persons means the Company's licensees, contractors, assignees and successors and their licensees, and any other person authorised by any of them.

14 Return of Company property

You agree that upon termination of your employment for any reason, you will return to the Company all Company property that is in your possession, custody or control, including but not limited to mobile phones, tablets, laptops, access cards, keys, credit cards, and all documents or other materials containing Confidential Information.

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15 Termination of employment

15.1 Summary termination

(b) The Company may terminate your employment with immediate effect by giving written notice to you if at any time you engage in serious misconduct, which includes, but is not limited to:

(i) any serious breach of this Agreement including, without limitation, intentional disobedience, dishonesty or serious or persistent neglect;

(ii) the breach of a material term of this Agreement which is not remedied within two days of receiving written notice from the Company specifying the breach and requiring it to be remedied; or

(iii) acting in a manner which, in the reasonable opinion of the Company, will detrimentally affect the Company or its reputation.

(c) If your employment is terminated under this clause, the Company will not be obliged to pay you any moneys other than the following, calculated at the date your employment comes to an end:

(i) any accrued salary to which you are entitled;

(ii) any amount to which you are entitled in lieu of unused annual leave; and

(iii) any amount to which you are entitled under the relevant long service leave legislation.

15.2 Termination with notice

(a) Either party may terminate this Agreement by giving the other party 4 weeks' written notice.

(b) The Company may, at its discretion, at the outset or during any period of notice:

(i) bring the employment to an immediate end by making a payment in lieu of any remaining notice period; and/or

(ii) require that you do not attend work or have any contact with employees, customers or suppliers of the Company for the remainder of that notice period.

16 Entire agreement

The terms and conditions of your employment with the Company as set out in this Agreement constitute the entire agreement between you and the Company with respect to your employment. You acknowledge and agree that this Agreement supersedes and replaces all prior conduct, whether oral and written, representations, warranties and agreements by the Company or any third party concerning your employment with the Company.

17 Amendment

This Agreement may be amended only in writing executed by both parties.

18 Law

This Agreement is governed by the laws of New South Wales. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

19 Acceptance of offer

Please sign the duplicate copy of this Agreement to signify your understanding and acceptance of the terms and conditions of this offer of employment with the Company.

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I look forward to welcoming you to the team at the Company and look forward to the positive contribution you will make to our business.

Yours sincerely

DocuSigned by:
Thomas Brunskill
DA66750ADB8E4CA...

Thomas Brunskill on behalf of your Company

CEO

Acceptance of the offer of employment

I, Nathan Rashleigh, agree to the terms and conditions of the offer of employment with InsideSherpa that are set out in this Agreement, which I have read and understood.

DocuSigned by:
Nathan R
94A4EF50A48B4E4...

Signed

17/05/2022

Date