

CURVEBEAM AI LIMITED AND SUBSIDIARIES

COMMUNICATIONS POLICY

1 Introduction

This document sets out the Communications Policy for CurveBeam AI Limited (**CurveBeam**) and its subsidiaries (together the **Group**).

2 Objectives

The objectives of this Communications Policy are to:

- (a) establish the Authorised Spokespersons for the Group;
- (b) outline the duty of confidentiality that applies to the Group's directors, officers, employees and contractors (**CurveBeam Personnel**); and
- (c) summarise the obligations of CurveBeam Personnel when using Social Media Platforms.

3 Authorised Spokespersons

3.1 General

Only Authorised Spokespersons (as defined below) are permitted to make public statements on behalf of or in relation to the Group. This includes responding to enquiries by the media, analysts, shareholders or customers. All enquiries by regulators should be passed on to the Company Secretary.

The "**Authorised Spokespersons**" of the Group are the Chief Executive Officer (**CEO**), the Chair and any person approved by the CEO or Chair to be an Authorised Spokesperson for the purposes of this section 3.

3.2 Responsibilities

Authorised Spokespersons (other than the CEO or Chair) who are permitted to give media interviews, speak with analysts, or make external company presentations must notify the CEO and the Chair of the date and time of the relevant event. A copy of any materials to be used or referred to during the event must be given to the CEO and Chair a reasonable time prior to the commencement of the event.

Authorised Spokespersons who are authorised to make posts on behalf of the Group on forums or, other forms of digital media (for example, but not limited to, YouTube Channel, Facebook page, Twitter and Instagram accounts), or other sites where comments are publicly accepted (eg. FSElite, Threshold, MSFS Forums) must ensure that all posts comply with clause 5 of this Communications Policy and any other requirements advised by the CEO from time to time (including any restrictions on the topics and the content of such posts).

The CEO or Chair may, from time to time, nominate periods during which interviews, conversations or external presentations may not be given without the specific permission of the CEO or Chair (**Black-out Period**). Other Authorised Spokespersons will be notified in advance of any Black-out Period to the extent practicable.

4 Confidentiality

4.1 Confidential Information

For the purposes of this document, “**Confidential Information**” includes any patents (actual or pending), trade secrets, formulas, designs and the like relating to the business affairs of the Group, or any of its customers, clients or suppliers, or any third party whose confidential information CurveBeam Personnel access or obtain as a result of their employment or engagement with the Group. Without limitation, this will include any information concerning the accounts, marketing plans, sales plans, prospects, research, management, financing, products, inventions, designs, suppliers, clients, customers, management information systems, computer systems, processes and any data bases, data surveys, client lists, customer lists, supplier lists, specifications, drawings, records, reports, software or other documents, material or other information whether in writing or otherwise concerning the Group, or any of its clients, customers or suppliers to which CurveBeam Personnel have had access and also includes any confidential information which CurveBeam Personnel have obtained for or from any third party pursuant to the terms of any confidentiality agreement.

4.2 Duty of confidentiality

CurveBeam Personnel have a duty of confidentiality to CurveBeam and the Group. CurveBeam Personnel must keep Confidential Information acquired while they are employed or engaged by the Group, or acting on behalf of the Group, confidential, even after they leave or cease their engagement with the Group.

CurveBeam Personnel must not access, request, make improper use of, transfer or disclose confidential information to anyone else except as required by their position, as authorised by an Authorised Spokesperson, or as legally required. If Confidential Information advertently comes into their possession it should be returned or destroyed immediately.

If CurveBeam Personnel are required by any regulatory or governmental authority to provide Confidential Information that has not been otherwise authorised by an Authorised Spokesperson, they must immediately notify the CEO or the Chair.

4.3 Protection of Group property

CurveBeam Personnel are responsible for protecting Group property and assets (including Confidential Information) under their control and to safeguard such property and assets against loss, theft and unauthorised use.

As a general rule, Group property and assets (including documents) should not be removed from official premises without a good and proper reason. If removed, such property and assets should be stored in a secure manner and covered by appropriate insurances. This form of security also applies to digital documents and files.

5 Social Media Platforms

5.1 Scope

This section 5 applies to CurveBeam Personnel and their use of “**Social Media Platforms**”, being online services and tools used for publishing, sharing and discussing information. Social Media Platforms include, but are not limited to, social networking sites (such as

Facebook and LinkedIn), video and photo sharing websites (such as Flickr, Instagram and YouTube), micro-blogging sites (such as Twitter), weblogs (such as personal blogs), forums or discussion boards (such as Whirlpool, Yahoo! and Reddit), online encyclopedias, wikis and any other websites that allow users to upload and share content.

5.2 *Creating content on behalf of the Group*

Only Authorised Spokespersons are authorised to create content on behalf of the Group on Social Media Platforms or to engage in activity on Social Media Platforms as a representative or on behalf of the Group. All other CurveBeam Personnel are restricted from creating content, or engaging in activity, on Social Media Platforms as a representative of or on behalf of the Group or using the Group's branding.

Any content shared on a Social Media Platform created on behalf of the Group must be factual and consistent with the Group's goals and objectives and must comply with the obligations set out in section 5.3 below.

5.3 *General obligations of CurveBeam Personnel on Social Media Platforms*

- (a) When using Social Media Platforms (including on personal Social Media Platforms), CurveBeam Personnel must not:
- (i) disclose any Confidential Information (including commercially sensitive information related to the Group);
 - (ii) disclose any non-public information that a reasonable person would expect to have a material effect on the price or value of CurveBeam's securities for the purposes of the continuous disclosure rules set out in Chapter 3 of the ASX Listing Rules;
 - (iii) endorse or cite any customer, partner or supplier of the Group without the explicit prior permission of an Authorised Spokesperson;
 - (iv) attribute personal statements, opinions or beliefs to the Group;
 - (v) make deliberately false or misleading claims about the Group, or its products or services;
 - (vi) make disparaging, offensive or adverse comments about the Group, CurveBeam Personnel or customers, partners or suppliers of the Group; and
 - (vii) engage in bullying or discriminatory behaviour towards any person.
- (b) In addition, the use of personal Social Media Platforms by CurveBeam Personnel during work hours must:
- (i) be occasional;
 - (ii) not interfere with professional responsibilities; and
 - (iii) not violate this section 5.

CurveBeam Personnel who become aware of content shared on a Social Media Platform which might breach this section 5, or which might reasonably be thought to damage the Group's reputation, must immediately notify the CEO.

6 Reporting behaviour and breach

If CurveBeam Personnel consider that a potential breach of this Communications Policy has occurred, they should promptly report it to the CEO, who may in turn report such breaches to the Board. The CEO, or a delegate of the CEO, will be responsible for investigating and handling any suspected breach of this Communications Policy.

Any breach of the terms of this Communications Policy by CurveBeam Personnel may result in disciplinary action, including, but not limited to, the issue of a warning, demotion, suspension or termination of employment (or, for the Group's contractors, the termination or non-renewal of their contract for service). In such instances the Group will act objectively, fairly and equitably and consistent with any applicable provisions or requirements in an employment contract.

Where conduct in breach of this Communications Policy involves, or may involve, a breach of law, the Group reserves the right to inform the appropriate authorities.

7 Further information

Any person who has questions about this Communications Policy, or who requires further information, should contact the CEO.

8 Review

This Communications Policy may be amended by resolution of the Board, from time to time, to ensure that it is operating effectively.

Approved by the Board of Directors of CurveBeam AI Limited.