
12 August 2026

Chief Executive Officer Service Contract

JCURVE SOLUTIONS LIMITED (ASX: JCS) (Jcurve), the company that develops partnerships that help businesses grow, advises that it has entered a new service contract with its Chief Executive Officer, Mr Chris King, dated 12 August 2026, with effect from 14 August 2026.

The Board notes that the original CEO service contract, advised to the market on 12 July 2023 with an amendment notified on 14 December 2023, and which took effect from 14 August 2023, included performance-based rights over a three-year window. With Mr King approaching three years of service, we are pleased to advise of the entry into a new service contract with the revised key terms summarised in **Attachment A**.

The Company notes the CEO New Service Rights and CEO New Share Price Performance Rights outlined in Attachment A (**New Grants**). The Company will issue the New Grants under the Jcurve Equity Incentive Plan, subject to preparation and execution of the required documentation by the Company and Mr King, including an offer document. Upon completion of the required documentation, it is expected to issue the New Grants immediately, under Listing Rule 7.2 Exemption 13.

Mark Jobling, Chair of Jcurve stated “Chris has demonstrated strong leadership of Jcurve over the past three years, and the Board is pleased to continue working with him as we enter the next phase of the Company’s growth. The new agreement aligns his remuneration closely with both the Company’s performance and the creation of long-term shareholder value”.

This announcement has been authorised for release by the Board of Jcurve Solutions Limited.

For more information, please visit: www.jcurvesolutions.com.

Attachment A

The key terms of Mr King's employment agreement are summarised below:

Position	Chief Executive Officer ("CEO")
Commencement Date	14 August 2026
Term	No fixed term
Fixed Remuneration	\$375,000 per annum (exclusive of superannuation) to be reviewed annually
Variable Remuneration (CEO Short Term Incentive)	Entitled to a short-term incentive ("CEO STI") which will be subject to achievement of a range of financial and non-financial targets, aligned with the Company's strategy and business performance, with up to \$200,000 per annum at target performance. Payment of the CEO STI will be based on a quarterly review and payment schedule with each determination providing a proportion of target payment, with such payment to be made in the month following the end of the relevant quarter with any make-up payment (if any) in the next quarterly payment or at year end (based on meeting accumulated target across the period) following appropriate review and determination by the Board.
Variable Remuneration (CEO Share Price Performance Rights)	The continuation of the existing 9,500,000 rights ("CEO Existing Share Price Performance Rights") at an exercise price of 0.0 cents per right with each right to convert into one fully paid ordinary share in the Company upon meeting of the relevant performance condition. Performance Condition of the CEO Existing Share Price Performance Rights: (i) <Deleted/Expired>. (ii) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 31 December 2026 equals or exceeds 10.0 cents, then 2,500,000 rights vest. (iii) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2027 equals or exceeds 11.0 cents, then 1,000,000 rights vest. (iv) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2027 equals or exceeds 12.0 cents, then 1,000,000 rights vest.

- (v) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2027 equals or exceeds 13.0 cents, then 1,000,000 rights vest.
- (vi) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2027 equals or exceeds 14.0 cents, then 1,000,000 rights vest.
- (vii) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2027 equals or exceeds 15.0 cents, then 3,000,000 rights vest.

Further to the above, the granting of 12,000,000 rights ("**CEO New Share Price Performance Rights**") at an exercise price of 0.0 cents per right with each right to convert into one fully paid ordinary share in the Company upon meeting of the relevant performance condition. Performance Condition of the rights of the New CEO New Share Price Performance Rights:

- 1) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2028 equals or exceeds 10.0 cents, then 2,500,000 rights vest.
- 2) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 31 December 2028 equals or exceeds 10.0 cents, then 2,500,000 rights vest.
- 3) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2029 equals or exceeds 11.0 cents, then 1,000,000 rights vest.
- 4) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2029 equals or exceeds 12.0 cents, then 1,500,000 rights vest.
- 5) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2029 equals or exceeds 13.0 cents, then 2,000,000 rights vest.
- 6) if the Volume Weighted Average Price for any 30-day (continuous) period during the period to 30 June 2029 equals or exceeds 14.0 cents, then 2,500,000 rights vest.

The Company will issue the CEO New Share Price Performance Rights under the Jcurve Equity Incentive Plan, subject to preparation and execution of the required documentation by the Company and Mr King, including an offer document. Upon completion of the required documentation, it is expected to issue the CEO New Share Price Performance Rights immediately, under Listing Rule 7.2 Exemption 13.

Each of the share price hurdles is a 'cliff face' hurdle, with no intermediate share price hurdles. If the vesting condition is not met, the rights automatically lapse.

If the CEO leaves employment for any reason, the rights will lapse, unless the Board determines otherwise depending on the circumstances of the termination.

CEO Service Rights In line with the CEO's original contract, provided the CEO remains employed by the Company on 14 August 2026, 2,000,000 rights will vest.

From 14 August 2026, granting of 5,758,065 rights ("**CEO New Service Rights**") at an exercise price of 0.0 cents per right with each right to convert into one fully paid ordinary share in the Company upon meeting the Vesting Conditions, namely

- (i) Continuous employment from 14 August 2026 to 30 June 2027, 1,758,065 rights will vest.
- (ii) Continuous employment from 1 July 2026 to 30 June 2028, 2,000,000 rights will vest.
- (iii) Continuous employment from 1 July 2026 to 30 June 2029, 2,000,000 rights will vest.

In the event that the CEO leaves Jcurve employment for any reason, the CEO Service Rights will lapse, unless the Board determines otherwise depending on the circumstances of the termination.

The Company will issue the CEO New Service Rights under the Jcurve Equity Incentive Plan, subject to preparation and execution of the required documentation by the Company and Mr King, including an offer document. Upon completion of the required documentation, it is expected to issue the CEO New Service Rights immediately, under Listing Rule 7.2 Exemption 13.

Termination Termination by either party on 6 months' notice or immediately by the Company for certain prescribed events.

If the Company is sold then the CEO Service Rights, CEO Existing Share Price Performance Rights and the CEO New Share Price Performance Rights will vest.

Post employment restraint Non-competition restraints for 6 months and non-solicitation restraints for 12 months.