

PRE-EMPTION AGREEMENT

This Pre-Emption Agreement is dated the date first (1st) written in the Schedule between the parties described in the Schedule as (1) the Company and (2) the Investor.

BACKGROUND

- A. **Pre-emption** - The Company and the Investor wish to clarify certain pre-emption rights associated with an investment by the Investor into the Company, on the terms of, *subject* to the conditions in, and in accordance with, this agreement.
- B. **Form** - The form of this agreement is one of the forms available at <https://moonshotspace.co/documents> and is intended to replicate the functionality of the US pre-emption agreement ("Pro Rata Side Letter") described at <http://ycombinator.com/documents>, in compliance with the Australian *Corporations Act 2001* (Cth).
- C. **Changes** - The Company and the Investor agree that neither has modified the form of this agreement, *except* to fill in blanks or bracketed terms, to preserve the intent of the original US pre-emption agreement.

TERMS AND CONDITIONS

In consideration of the mutual promises contained in this agreement, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), it is agreed between the parties as set out in this agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms used in this agreement bear the meanings given to them in the Investor's Safe, and otherwise, *unless* the context otherwise requires:

"**ABN**" means Australian business number;

"**ACN**" means Australian business number;

"**Capital Raising**" has the meaning given in the Investor's Safe;

"**Company**" means the party described as such in the Schedule;

"**Company Capitalisation**" has the meaning given in the Investor's Safe;

"**Dissolution Event**" has the meaning given in the Investor's Safe;

"**Effective Date**" means date of this agreement;

"**Investor**" means the party described as such in the Schedule;

"**Investor Parties**" means the Investor and its affiliates (*including* other investment vehicles affiliated with the Investor);

"**Investor's Safe**" means that certain 'Simple Agreement for Future Equity' entered into by (1) the Company and (2) the Investor on or about the date of this agreement;

"**Liquidity Event**" has the meaning given in the Investor's Safe;

"**Safe**" means an instrument containing a future right to Shares, similar in form and content to the Investor's Safe, entered into by investors for the purpose of funding the Company's business operations;

"**Shares**" means shares in the capital of the Company;

- 1.2 **Interpretation** - The interpretation provisions in the Investor's Safe apply in this agreement.

2. AGREEMENT

- 2.1 **Investor's Safe** - This agreement is entered into in connection with the proposed investment by the Investor in Shares, under the Investor's Safe.

2.2 **Inducement** - As a material inducement to the Investor's entry into the Investor's Safe and proposed investment in Shares, the Company agrees to the provisions set out in this agreement.

3. PROPORTIONATE PRE-EMPTIVE RIGHT

3.1 **Right** - The Investor Parties will have a pre-emptive right to acquire any Shares the Company may seek to issue, sell or transfer in any Equity Financing following the Effective Date.

3.2 **Proportion** - The Investor Parties' right to acquire Shares will be proportionate to their interest in the Company, based on the ratio of:

(a) Shares - the number of Shares held by the Investor Parties or issued to them under the Investor's Safe; to

(b) capitalisation - the Company Capitalisation,

(c) in each case immediately before the proposed issue, sale or transfer of Shares.

3.3 **Process** - If the Company proposes to offer any Shares for issue, sale or transfer, the Company must offer such Shares to the Investor Parties, by providing written notice within three (3) business days.

3.4 **Ending** - The Investor Parties' right to acquire Shares described in the remainder of this clause 3 will automatically end upon the earlier of:

(a) *capital* - the initial closing of the Capital Raising;

(b) *liquidity* - immediately before the closing of a Liquidity Event; or

(c) *dissolution* - immediately before the Dissolution Event.

4. GENERAL

4.1 **Assignment** - The Investor must not assign this agreement, nor any of the rights contained in it, by operation of law or otherwise, without the Company's prior written consent; *provided, however, that* the Investor may assign this agreement and/or the rights contained in it without the Company's consent to any other entity which directly or indirectly, controls, is controlled by or is under common control with the Investor, *including* any general partner, managing member or officer of the Investor, or any venture capital fund now or afterwards existing which is controlled by one (1) or more general partners or managing members of, or shares the same management company with, the Investor.

4.2 Amendments

(a) Changes - Any provision of this agreement may be amended, waived or modified upon the written consent of the Company and either:

(i) *Investor* - the Investor; or

(ii) *majority* - the holders of a majority of Shares issued from all Safes converted in connection with the Capital Raising held by the Investor and other Safe holders with proportionate rights under agreements with substantially the same effect as this agreement,

provided that such amendment, waiver or modification treats all such holders in the same manner; or

(b) Notification - The Company will promptly notify the Investor of any amendment, waiver or modification that the Investor did not consent to.

4.3 **Law / jurisdiction** - The provisions relating to governing law and jurisdiction in the Investor's Safe will apply to this agreement.

SIGNING

EXECUTED as an agreement.

(1) Offered by the **Company**:

(2) Accepted and agreed by the **Investor**:

Authorised signatory for and on behalf of
the Company

Authorised signatory for and on behalf of
the Investor

Company Name

Investor Name

Signatory Name

Signatory Name

Signatory Position

Signatory Position

Date

Date

SCHEDULE - Key Terms

Item	Information	
1. Date	The date signed by the last party to sign, when all parties have signed this Safe.	
2. Company	Name:	
	Jurisdiction:	
	Attention:	
	Address:	
	Telephone:	
	Facsimile:	
	Mobile:	
	Email:	
	Website:	
3. Investor	Name:	
	Jurisdiction:	
	Attention:	
	Address:	
	Telephone:	
	Facsimile:	
	Mobile:	
	Email:	
	Website:	