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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of**  
**the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): February 5, 2019

**SITO MOBILE, LTD.**  
(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or Other Jurisdiction of Incorporation)	<b>001-37535</b> (Commission File Number)	<b>13-4122844</b> (IRS Employer Identification No.)
<b>The Newport Corporate Center, 100 Town Square Place, Suite 204, Jersey City, NJ</b> (Address of Principal Executive Offices)		<b>07310</b> (Zip Code)

Registrant's Telephone Number, Including Area Code: **(201) 984-7085**

(Former Name or Former Address, if Changed Since Last Report): Not Applicable

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On February 5, 2019, SITO Mobile, Ltd. (the “Company”) announced that the board of directors of the Company (the “Board”) has appointed Terrance S. (Terry) Lynn as the Chief Financial Officer of the Company, effective as of February 19, 2019 (the “Start Date”). In connection with Mr. Lynn’s appointment, William Seagrave, the Company’s Chief Operating Officer and Interim Chief Financial Officer, will step down as Interim Chief Financial Officer effective as of the Start Date, and will continue his service with the Company as Chief Operating Officer.

Mr. Lynn, age 45, is the principal consultant and founder of StandardFlow, a CFO consulting and advisory firm, where he worked from November 2014 until joining the Company. While at StandardFlow, Mr. Lynn served as a contract CFO and financial advisor to several Silicon Valley startups and emerging companies, including Dropbox, Weather Underground, Birdeye, iMeem and others. Prior to founding StandardFlow, Mr. Lynn served as Chief Financial Officer at MedHelp, a consumer healthcare company, since January 2011, and helped to lead MedHelp’s acquisition by Merck & Co., Inc. in 2014. Mr. Lynn’s experience includes serving as an advisor for clients in a variety of industries, including online media, consumer healthcare and software as a service, or SaaS. Mr. Lynn received a Bachelor of Science, with a major in Mathematics, and an MBA, from Vanderbilt University.

The Company and Mr. Lynn have entered into an offer letter (the “Offer Letter”), pursuant to which Mr. Lynn will receive an annual base salary of \$275,000. Mr. Lynn is also eligible to earn a cash bonus (the “Bonus”) if the Company achieves certain specified revenues during the one-year period commencing on the Start Date (the “Measurement Period”), subject to his continued employment with the Company at the time the bonus is to be paid, as follows:

- A Bonus of \$150,000 if the Company’s revenues during the Measurement Period exceed \$50 million;
- An additional Bonus of \$150,000 if the Company’s revenues during the Measurement Period exceed \$60 million; and
- An additional Bonus of \$150,000 if the Company’s revenues during the Measurement Period exceed \$70 million.

Pursuant to the Offer Letter, Mr. Lynn will also be granted a stock option under the Company’s 2017 Equity Incentive Plan to purchase an aggregate of 250,000 shares (the “Option Shares”) of the Company’s common stock, at an exercise price of \$1.16 per share (the “Stock Option”), representing the closing price of the Company’s common stock on the date the Board approved the Offer Letter. The Stock Option will vest and may be exercised with respect to ¼ of the Option Shares, or 62,500 Option Shares, on the first anniversary of the Start Date, and with respect to an additional 1/48<sup>th</sup> of the Option Shares, or 5,208.43 shares, each month thereafter, subject to Mr. Lynn’s continued employment with the Company, upon the terms and subject to the conditions set forth in the Company’s 2017 Equity Incentive Plan. Mr. Lynn will also be entitled to participate in the Company’s 401(k) plan and group health insurance plan, including coverage for medical, vision, dental, long-term disability and term life insurance. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the complete copy of the Offer Letter, which is attached to this Current Report on Form 8-K as Exhibit 10.1.

There is no arrangement or understanding between Mr. Lynn and any other person pursuant to which Mr. Lynn was selected as an officer of the Company. There are no family relationships between Mr. Lynn and any director or executive officer of the Company, and Mr. Lynn is not a party to any related party transaction within the meaning of Item 404(a) of Regulation S-K.

**Item 7.01 Regulation FD Disclosure.**

On February 5, 2019, the Company issued a press release to announce the appointment of Mr. Lynn as the Chief Financial Officer of the Company. The full text of the press release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated by reference herein.

The information in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section and shall not be deemed incorporated by reference into any registration statement or other document filed pursuant to the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Offer Letter</a>
99.1	<a href="#">SITO Mobile, Ltd. Press Release dated February 5, 2019</a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**SITO MOBILE, LTD.**

(Registrant)

/s/ William Seagrave

Name: William Seagrave

Title: Chief Operating Officer and Interim Chief  
Financial Officer

Date: February 5, 2019



January 31, 2019

Terry Lynn  
165 Georgia Lane  
Portola Valley, California 94028

**Re: SITO Mobile Offer Letter**

Dear Terry:

On behalf of SITO Mobile, Ltd. (the "Company"), I am pleased to offer you full time employment with the Company in the role and on the terms described below.

**Position:** You will start in a full-time the position as Chief Financial Officer. In this position you will be located at our office in San Francisco, CA. You will be reporting to Tom Pallack, CEO. Your start date will be February 19, 2019.

**Salary:** The starting salary for this position is \$275,000 annually, paid semi-monthly on the 5<sup>th</sup> and 20<sup>th</sup> of each month subject to normal payroll taxes and other applicable withholdings and deductions. Your position with the Company will be classified as exempt from the overtime and other requirements of federal and state law.

**Equity:** In your position, subject to the approval of the Company's Board of Directors, you will be granted a stock option grant of 250,000 shares (the "Option Grant") with a strike price as determined by the Board at the time of approval. The vesting of the Option Grant will occur over a 4 year period at the rate of 1/4th of the total grant on the date one year after your start date and an additional 1/48th of the total grant each month thereafter, subject to your continued employment with Company. The option grant shall be governed by the terms and conditions of the Company's Stock Plan that will be provided to you when the option is granted.

**Bonus:** In this position you will also have the ability to earn a year 1 bonus as measured on the first anniversary of your start date as set forth below contingent on successful achievement of the following goals:

- \$150,000 bonus if revenue over the period exceeds \$50 million
- \$150,000 additional bonus if revenue over the period exceeds \$60 million
- \$150,000 additional bonus if revenue over the period exceeds \$70 million

You must be employed with the Company at the time the bonus is paid to be eligible.

**Benefits:** Effective the first of the month following the month of your start date, as a full-time employee, you may participate in our group health insurance plan, including coverage for medical, vision, dental, longterm disability and term life insurance. Enrollment forms will be provided to you by the Company's benefits coordinator. To remain eligible, you must work a minimum of 20 hours per week. The Company reserves the right to change or discontinue any employee benefit, policy or practice at any time.

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**Paid Time Off:** You will be entitled to 15 days per year of paid time off, which consists of 10 vacation days and 5 personal days (plus Company observed holidays) according to the Company's standard policies, subject to any and all accrual caps imposed by such policies (as they may be revised from time to time). Vacation time is calculated according to your anniversary date and is accrued at a rate of 0.0384 days per day, starting from your first day of work. Vacation time may be taken as it accrues with management approval. Whenever possible, requests should be submitted at least 30 days in advance to your manager. Requests will be reviewed and granted whenever possible, workload permitting. Personal time, which covers absences due to illnesses and personal matters, is calculated according to your anniversary date and is accrued at a rate of 0.0192 days per day, starting from your first day of work.

**401(k) Plan:** You are immediately eligible to enroll in the Company's 401(k) plan and request to rollover your other 401(k) plan holdings into the Company's plan.

**Employment Relationship:** Your employment with the Company is for no specific period of time and will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer and nothing in this agreement shall be interpreted to contradict such at will employment. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and the Company's Chief Executive Officer.

**Confidential Information and Invention Assignment Agreement:** Like all Company employees, you will be required, as a condition of your acceptance of this offer and commencement of employment with the Company, to sign and deliver to the Company the Company's enclosed standard Confidential Information and Invention Assignment Agreement.

You understand and agree that by accepting this offer of employment, you represent to the Company that your acceptance will not breach any other agreement to which you are a party and which you have not disclosed in writing to the Company before signing this letter agreement, and that you have not, and will not during the term of your employment with the Company, cause a conflict with any of the provisions of this letter or the Company's policies. You are not to bring with you to the Company, or use or disclose to any person associated with the Company, any confidential or proprietary information belonging to any former employer or other person or entity with respect to which you owe an obligation of confidentiality under any agreement or otherwise. The Company does not need and will not use such information and we will assist you in any way possible to preserve and protect the confidentiality of proprietary information belonging to third parties. Also, we expect you to abide by any obligations to refrain from soliciting any person employed by or otherwise associated with any former employer and suggest that you refrain from having any contact with such persons until such time as any non-solicitation obligation expires.

On your first day of employment, you will be provided with additional information about the objectives and policies, benefit programs and general employment conditions. As required by law, your employment with the Company is also contingent upon your providing legal proof of your identity and authorization to work in the United States.

If you wish to accept this offer, please sign and date both of this letter and the enclosed Confidential Information and Invention Assignment Agreement and return them to me. This offer, if not accepted, will expire at the close of business on **February 2, 2019**.

SITO Mobile, Ltd. Newport Corporate Center 100 Town Square Place, Suite 204, Jersey City,  
NJ 07310 Tel: 201-275-0551 [www.sitomobile.com](http://www.sitomobile.com)

We are pleased to have you join the SITO Mobile team as a member of what we feel is an organization that offers each employee an opportunity for personal and professional development. If you have any questions, please do not hesitate to contact me at 650.867.2086. We look forward to working with you in the future and hope you will find your employment at the Company a rewarding experience.

Very truly yours,

ACCEPTED AND AGREED:

**SITO MOBILE, LTD.**

**Employee: Terry Lynn**

By: /s/ Tom Pallack

Signature /s/ Terry Lynn

Name: Tom Pallack

Title: Chief Executive Officer

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**Attachment A**

**SITO MOBILE, LTD. CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my becoming employed (or my employment being continued) by SITO Mobile, Ltd. (including any of its subsidiaries) (together, the “Company”), and in consideration of my employment relationship with the Company (the “Relationship”) and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

**1. Confidential Information.**

(a) **Company Information.** I agree at all times during the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that “Confidential Information” means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, and customer information (including, but not limited to, any information about customers of the Company on whom I called or with whom I became acquainted during the Relationship that would not otherwise be publicly available), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the Relationship, whether or not during working hours. I understand that Confidential Information includes, but is not limited to, information pertaining to any aspect of the Company’s business which is either information not known by actual or potential competitors of the Company or other third parties not under confidentiality obligations to the Company, or is otherwise proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. I further understand that Confidential Information does not include any of the foregoing items (i) of which I had knowledge prior to my employment with the Company, or (ii) which has become publicly and widely known and made generally available through no wrongful act of mine.

(b) **Prior Obligations.** I represent that my performance of all terms of this Agreement as an employee of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior or after the commencement of the Relationship, and I will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any current or former client or employer or any other party. I will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any current or former client or employer or any other party. I acknowledge and agree that I have listed on Exhibit A hereto all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.) with a current or former employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability as an employee to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties as an employee of the Company or any obligation I may have to the Company.

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(c) **Third Party Information.** I recognize that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

## 2. **Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, in Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me before the commencement of the Relationship (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of the Relationship, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the Relationship, which relate to the messaging/notification business (collectively referred to as "Inventions"), except as provided in Section 2(e) below. I further acknowledge that all Inventions which are made by me (solely or jointly with others) within the scope of and during the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary, unless regulated otherwise by the mandatory law of the state of New Jersey.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to return all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Section 3.

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(d) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Inventions or original works of authorship assigned to the Company or its designee as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company or such designee.

(e) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any concepts or ideas developed prior to my employment by the Company, or to any Invention which qualifies fully under the provisions of any applicable New Jersey limiting an employer's right to require that Inventions created in certain circumstances be assigned to the employer. I will advise the Company promptly in writing of any inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit A.

**3. Company Property; Returning Company Documents.** I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

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#### **4. Notification to Other Parties.**

(a) **Employees.** In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(b) **Consultants.** I hereby grant consent to notification by the Company to any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.

**5. Solicitation of Employees, Consultants and Other Parties.** I agree that, during the Relationship and for a period of 12 months immediately following the termination of the Relationship for any reason, whether with or without cause, I shall not either directly or indirectly: (i) solicit, induce, recruit or encourage any of the Company's current (as of the time of any such solicitation, inducement, recruitment, or encouragement) employees or consultants to terminate their relationship with the Company, or (ii) attempt to solicit, induce, recruit, encourage or take away current (as of the time of any such solicitation, inducement, recruitment, encouragement or taking away) employees or consultants of the Company, either for myself or for any other person or entity, except that it shall not be a violation of this provision to place an advertisement in any newspaper or trade publication, or to make any other non-individually targeted solicitations. Further, during the Relationship and at any time following termination of the Relationship for any reason, with or without cause, I shall not use any Confidential Information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

#### **6. Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into with any third party, including without limitation any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company. I represent that I do not presently perform or intend to perform, during the term of the my employment, consulting or other services for, and I am not presently employed by and have no intention of being employed by, companies who businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of my employment. If, however, my employment with the Company is terminated for any reason, I agree that, I will not consult, become employed by, or otherwise provide services to, and provide information to the companies listed on Exhibit B for a period of two years from my last day of employment with the Company.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

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**7. General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Jersey, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(e) **Survival.** The provisions of this Agreement shall survive the termination of the Relationship.

(f) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions and in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) **ADVICE OF COUNSEL.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

SITO Mobile, Ltd. Newport Corporate Center 100 Town Square Place, Suite 204, Jersey City,  
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The parties have executed this Confidential Information and Invention Assignment Agreement on the respective dates set forth below:

**SITO MOBILE, LTD.**

**Terry Lynn:**  
an Individual

By: /s/ Tom Pallack

/s/ Terry Lynn

Name: Tom Pallack

Signature

Date: 2/1/2019

Title: CEO

Date: 2/1/2019

Address:  
100 Town Square Place, Suite 204  
Jersey City, NJ 07310

Contact:  
165 Georgia Lane  
Portola Valley, CA. 94028

SITO Mobile, Ltd. Newport Corporate Center 100 Town Square Place, Suite 204, Jersey City,  
NJ 07310 Tel: 201-275-0551 [www.sitomobile.com](http://www.sitomobile.com)

EXHIBIT A

**LIST OF RESTRICTIVE AGREEMENTS UNDER SECTION 1(b); LIST OF  
PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP  
EXCLUDED UNDER SECTION 5**

Title of Agreement	Date	Nature of Restriction
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Title of Invention, etc.	Date	Identifying Number or Brief Description
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No restrictive agreements, and no inventions or improvements

Additional Sheets Attached

Signature of Employee: /s/ Terry Lynn

Print Name of Employee: **Terry Lynn**

Date: 2/1/2019

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**EXHIBIT B**

**LIST OF COMPANIES**

**IN REFERENCE TO UNDER SECTION 6 (b)**

**Opera Place IQ  
Verve  
Xad/Groundtruth  
ThinkNear  
9<sup>th</sup> Decimal**

No conflicts

Addition Sheets Attached

Signature of Employee: /s/ Terry Lynn

Print Name of Employee: **Terry Lynn**

Date: **2/1/2019**

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## Silicon Valley Vet Terry Lynn Joins SITO Mobile as Chief Financial Officer

**JERSEY CITY, N.J., February 5, 2019** – SITO Mobile, Ltd. (NASDAQ:SITO), the Consumer Behavior and Location Sciences™ company (“SITO Mobile” or the “Company”), is pleased to announce the appointment of Terry Lynn as the Company’s Chief Financial Officer effective as of February 19, 2019. Mr. Lynn is a data-driven, strategic CFO having domain expertise in online media, consumer healthcare and software-as-a-service. Mr. Lynn served as Chief Financial Officer at MedHelp, a large consumer healthcare company, and helped to lead its acquisition by Merck & Co., Inc. in 2014. Since the time of the sale of MedHelp, Mr. Lynn has served as a contract CFO and financial advisor to a number of Silicon Valley startups and emerging companies, including Dropbox, Weather Underground, Birdeye, iMeem and others. Mr. Lynn received a Bachelor of Science, with a major in Mathematics, and an MBA, from Vanderbilt University.

William Seagrave, SITO Mobile’s Chief Operating Officer and Interim Chief Financial Officer, will step down as the Company’s Interim Chief Financial Officer when Mr. Lynn joins the Company on February 19, 2019, and will continue to serve the Company as Chief Operating Officer.

Tom Pallack, SITO Mobile’s Chief Executive Officer, stated the following about Mr. Lynn’s appointment as the Company’s Chief Financial Officer: “We are thrilled to bring Terry on board as Chief Financial Officer at SITO Mobile. We believe that Terry’s experience in growing revenue and increasing market capitalization for online media and tech companies will prove invaluable for SITO Mobile’s shareholders, clients and employees. We expect that Terry’s wealth of knowledge in financial planning, revenue analysis and sales optimization will help us propel the Company forward and accelerate SITO Mobile’s revenue growth and expansion.”

Mr. Lynn has a strong reputation as a finance leader who has scaled multiple companies. Further, he has public company experience in a number of areas that are critical for the Company, including investor relations, SEC compliance, financial planning and analysis and sales management.

“I believe that SITO Mobile is well-positioned to capitalize on the necessity by brands to elevate the position of customized data-driven solutions to the forefront of their media and marketing strategies by delivering granular and real-time insights on consumer behavior,” notes Lynn. “I am excited to help scale and accelerate SITO Mobile’s efforts to empower brands and agencies with the solutions they need to thrive in a data-driven world.”

### **About SITO Mobile, Ltd.**

SITO Mobile is a leading mobile data technology company that provides brands customized, data-driven solutions spanning strategic insights and media campaign delivery services. Through Consumer Behavior and Location Sciences™, SITO Mobile explores the consumer journey and presents powerful strategic knowledge assets and actionable insights for executives and strategic decision makers looking to understand and influence consumer behaviors.

Brands and agencies rely on SITO Mobile as a strategic partner for real-time understandings of customer interests, actions, associations and experiences, ultimately providing increased clarity for better business decisions. The Company is headquartered in Jersey City, New Jersey and its common stock is publicly traded on the NASDAQ Stock Market under the ticker symbol “SITO.” For more information regarding SITO Mobile’s science, technology and solutions spanning media and research, please visit [www.sitomobile.com](http://www.sitomobile.com).

### **Cautionary Statement Regarding Certain Forward-Looking Information**

This press release contains forward-looking statements. These statements are based on our management’s beliefs and assumptions and on information currently available to our management. Forward-looking statements include statements concerning the following: SITO Mobile’s plans and initiatives; our possible or assumed future revenues and results of operations; our ability to attract and retain customers; our ability to sell additional products and services to customers; our competitive position; our ability to recruit additional, highly-qualified candidates to our board of directors, our industry environment; and our potential growth opportunities. You should not place undue reliance on forward-looking statements, because they involve known and unknown risks, uncertainties and other factors, which are, in some cases, beyond our control and which could materially affect our business and financial performance. Factors that may cause our actual results to differ materially from current expectations include, among other things, those listed under “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2017, our Quarterly Report on Form 10-Q for the quarter ended September 30, 2018, and the other reports we file with the U.S. Securities and Exchange Commission (the “SEC”). Actual events or results may vary significantly from those implied or projected by these forward-looking statements due to these risk factors or for other reasons. No forward-looking statement is a guarantee of future performance. You should read our most recent Annual Report on Form 10-K for the year ended December 31, 2017, our Quarterly Reports on Form 10-Q that we have filed since the date of our Annual Report and the documents that we reference in our Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q and have filed as exhibits thereto with the SEC, with the understanding that our actual future results and circumstances may be materially different from what we expect.

Forward-looking statements are made based on management’s beliefs, estimates and opinions on the date the statements are made, and we undertake no obligation to update forward-looking statements if these beliefs, estimates and opinions or other circumstances should change, except as may be required by applicable law. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.

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