

Master Agreement

For access to and use of The Share Collective Platform and Website

The Share Collective Pty Ltd ACN 617 107 150 (**The Share Collective**)

And

The counterparty listed in Item 5 of Schedule 1 (the **Customer** or **You**)

Master Agreement

Dated: The parties agree that the date of entering into this Agreement will be the date upon which You submit an online subscription order through the Share Collective's website.

Parties

The Share Collective Pty Ltd ACN 617 107 150 c/- Level 23, 333 Ann Street, Brisbane, QLD 4000 (**The Share Collective**)

And

The counterparty listed in Item 5 of Schedule 1 (the **Customer** or **You**)

Background

The terms of this Master Agreement are intended to explain our obligations as a service provider and Your obligations as a paying customer. **Please read them carefully.**

By accessing the Platform You acknowledge and agree You have read and understood these terms.

If you are an employee, agent or contractor of our Customer, you warrant to The Share Collective that you have the authority of our Customer to access or act on their behalf and agree to the Terms in so far as they apply to you as a User. .

Agreed Terms

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

- (a) **"Agreement"** means the terms of this master agreement and any policy, rules, schedule or annexure which is referred to.
- (b) **"Confidential Information"** includes all technical and other information and know-how, including all information and know-how in an eye or machine readable form or other format or other information which is declared as confidential disclosed by The Share Collective to the Customer or any User whether in writing, electronically or orally, including the Platform and other Intellectual Property Right.
- (c) **"Consequential Loss"** means any loss of production, loss of use, loss of profit, loss of revenue, loss of income, loss of business, loss of anticipated savings, loss of rent, any financing costs or increased operating costs, or loss of opportunity.
- (d) **"Customer"** means the party stated in Item 5 of Schedule 1, being a person who registers to use the Platform, and, where the context permits, includes any entity on whose behalf that person registers to use the Platform.

- (e) **"Data"** means any data You or any User input, upload or transmit into, within or from the Platform.
- (f) **"Fee"** means the monthly or yearly fee (excluding any taxes and duties) stated in Item 1 of Schedule 1 and payable by You to The Share Collective.
- (g) **"GST Law"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (h) **"Intellectual Property Right"** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- (i) **"Law"** has the meaning given in Clause 5.8(b).
- (j) **"Platform"** (or Platforms) means the online tool and platform, which consists of the relevant website, software, hardware and other Intellectual Property Right, that is referred to as "The Share Collective" and can be accessed at the web domain of www.sharecollective.co. The tool enables registered persons to analyse data and share views about junior mining projects worldwide in a collaborative manner to enable more effective evaluation of potential mining investments. The tool provides dynamic updates of mining projects to help value junior mining companies.
- (k) **"The Share Collective"** means the company which grants You the right to use the Platform and to which You pay the Fee. At the date of this Agreement that company is The Share Collective Pty Ltd ACN 617 107 150.
- (l) **"The Share Collective Group"** means The Share Collective Pty Ltd, OVS International Holdings Pty Ltd ACN 611 134 975 and all related bodies corporate, and all associated entities, including its officers, directors, employees and shareholders thereof.
- (m) **"User"** means any person that is registered to use the Platform with the authorisation of one or more Customers from time to time.
- (n) **"Website"** means the internet sites at the domain, or subdomains, at www.sharecollective.co or any other site operated by The Share Collective.
- (o) **"You"** means the Customer, and where the context permits, a User. "Your" has a corresponding meaning.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;

- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (k) a reference to 'month' means calendar month;
- (l) a reference to time is, unless otherwise stated, to Brisbane Queensland time;
- (m) "include", "includes", and "Including" must be construed without limitation as to what else might be included;
- (n) Where two (2) or more persons are named as the Customer then the obligations on their part shall bind and be observed and performed by them jointly and each of them severally; and
- (o) References to \$ and dollars are to the lawful currency of the United States of America; and
- (p) this document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2. USE OF THE PLATFORM

1.3 Customer License

- (a) Subject to the terms of this Agreement, on and from the date of this Agreement, The Share Collective grants You and each of your Users right to access and use the Platform via the Website (apps if any) or software:
 - (i) For the period stated in Item 3 of Schedule 1 (unless terminated earlier); or
 - (ii) If no period is stated or if the period has expired and You continue to use the Platform, on a monthly recurring basis until this Agreement is terminated.
- (b) This right of access and license to use the Platform is non-exclusive, non-transferable, and limited by and subject to the terms of this Agreement.

1.4 Users

- (a) You acknowledge and agree that, subject to any applicable written agreement between the Customer and the Users or any other applicable laws:
 - (i) the total number of Users under this Agreement is restricted to the number noted in Item 2 of Schedule 1;
 - (ii) the Customer determines who will become a User and what level of user role access to the relevant organisation and Platform that User has;
 - (iii) the Customer is responsible for all Users' use of the Platform;

- (iv) the Customer controls each User's level of access to the relevant organisation and Platform at all times and can revoke or change a User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be a User or shall have that different level of access, as the case may be;
 - (v) if there is any dispute between a Customer and a User regarding access to any organisation or Platform, the Customer shall decide what access or level of access to the relevant Data or Platform that User shall have, if any.
- (b) Subject to payment of any updated Fee associated with this Agreement, new or additional Users may be requested from time to time by the Customer.

3. YOUR OBLIGATIONS

1.5 Payment obligations:

- (a) An invoice for the Fee and any related services will be issued each month in advance starting on the date You added Your first User to Your The Share Collective bank account.
- (b) All invoices will include the Fee for that month, in advance, based on the number of approved Users. The Share Collective will continue to invoice You on a recurring basis based on Your subscription period (and no less than monthly) until this Agreement is terminated in accordance with clause 8.
- (c) All The Share Collective invoices will be available to You by email. You must pay or arrange payment of all amounts specified in any invoice by the due date on the invoice. If you have setup auto-billing arrangements with The Share Collective then The Share Collective will deduct the payment automatically under the terms of those arrangements. You are responsible for payment of all taxes and duties in addition to the Fee.
- (d) Words defined in the GST Law have the same meaning in this clause unless the context makes it clear that a different meaning is intended. In addition to paying the Fee and any other amount payable under or in connection with this Agreement (which is exclusive of GST), the Customer will:
 - (i) pay to The Share Collective an amount equal to any GST payable for any supply by The Share Collective in respect of which the Fee or any other amount is payable under this Agreement; and
 - (ii) make such payment either on the date when the Fee or other amounts which it relate are due or within seven (7) days after the Customer is issued with a tax invoice, whichever is the later.

1.6 General obligations:

- (a) You must only use the Platform and Website for lawful purposes, in accordance with these Terms and any notice sent by The Share Collective or condition posted on the Website.
- (b) You may not use the Platform to gain competitive information about The Share Collective or the Platform.
- (c) The Share Collective reserves the right, in its sole discretion, to suspend or terminate the Customer or any User's access to the Platform for usage that it deems to be inappropriate. Inappropriate usage includes but is not limited to, activities harmful to The Share Collective or its other users, employees, vendors, business relationships or any persons directly impacted by the Platform.

1.7 Access conditions:

- (a) You must ensure that all usernames and passwords required to access any part of the Website or the Platform are kept secure and confidential. You must immediately notify The Share Collective of any unauthorised use of Your passwords or any other breach of security and You must take all other actions that The Share Collective reasonably deems necessary to maintain or enhance the security of The Share Collective's computing Platforms and networks and Your access to the Platform.
- (b) As a condition of these Terms, when accessing and using the Platform, You must not:
 - (i) attempt to undermine the security or integrity of The Share Collective's computing Platforms or networks or, where the Platform is hosted by a third party, that third party's computing Platforms and networks;
 - (ii) use, or misuse, the Platform in any way which may impair the functionality of the Platform or Website, or other Platforms used to deliver the Platform or impair the ability of any other user to use the Platform or Website;
 - (iii) attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer Platform on which the Platform is hosted;
 - (iv) transmit, or input into the Website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use);
 - (v) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Platform or to operate the Website except as is strictly necessary to use either of them for normal operation; and
 - (vi) encumber, sell, rent, lease, sub-license or otherwise transfer any rights to the Platform, whether express or implied.

1.8 Usage Limitations:

- (a) Your use of the Platform may be subject to limitations, including but not limited to data storage, feature sets, and the number of requests You are permitted to make against The Share Collective's application programming interface.

1.9 Communication Conditions:

As a condition of Your use of the Platform under this Agreement:

- (a) if You use any communication tools available through the Website (such as email, chat, file notes, text messages, forums), You agree only to use such communication tools for lawful and legitimate purposes;
- (b) You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Platform, including (but not limited to): offers of goods or services for sale on any forum or chat, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use);
- (c) You and each User must abide by the Website use Terms and Conditions, Code of Conduct, Posting Guidelines and Defamation Guidelines and all other rules and guidelines referred to on the Website from time to time;

- (d) When You make any communication on the Website that is viewable by the general public, You represent that You are permitted to make such communication.
- (e) The Share Collective is under no obligation to ensure that the communications on the Website are legitimate, or that they are related only to the use of the Platform.
- (f) As with any other web-based Platform, You must exercise caution when using the communication tools available on the Website. The Share Collective is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Platform. However, The Share Collective does reserve the right to remove any communication at any time in its sole discretion.

1.10 Indemnity:

- (a) You indemnify The Share Collective Group against: all claims, costs, damage and loss arising from Your breach of any of these Terms or obligations, including (but not limited to) any costs relating to the recovery of any Fees that are due but have not been paid by You.

4. CONFIDENTIALITY AND PRIVACY

1.11 Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- (a) The Customer and each User will take all reasonable steps to preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement. The Customer (and each User) will not, without the prior written consent of The Share Collective, take deliberate steps to disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.
- (b) The Customer and each User's obligations under this clause will survive termination of this Agreement.
- (c) The provisions of the confidentiality clauses above shall not apply to any information which:
 - (i) is or becomes public knowledge other than by a breach of this clause;
 - (ii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - (iii) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - (iv) is independently developed without access to the Confidential Information.

1.12 Privacy:

- (a) The Share Collective maintains a privacy policy on the Website that sets out the parties' obligations in respect of personal information. You should read that policy and You will be taken to have accepted that policy when You accept these Terms.

5. INTELLECTUAL PROPERTY

1.13 General:

- (a) Title to, and all Intellectual Property Rights in the Platform, the Website and any documentation relating to the Platform remain the property of The Share Collective (or its licensors as applicable).

1.14 Ownership of Data:

- (a) You warrant that you have title to, and all Intellectual Property Rights in, the Data You input to the Platform.
- (b) All Intellectual Property Rights in the raw Data You input remains Your property. However, Your ongoing access to the Data input into the Platform is contingent on full payment of the Fee when due and an ongoing Agreement with The Share Collective. You warrant to The Share Collective that you have all required authority to use, reproduce, communicate, distribute, modify, adapt, copy, transmit the Data, including that it will not breach any obligations of confidentiality or breach any Law.
- (c) You grant The Share Collective a non-exclusive, irrevocable, worldwide, license (transferable and capable of sublicense to any third party, including other customers or users of the Platform, without Your consent) to use, copy, publish, transmit, distribute, communicate or perform, adapt, store, and backup Your information and Data for the purposes of enabling You to access and use the Platform and for any other purpose related to business operations of The Share Collective, including without limitation provision of the Platform to You and other all other customers and users (including the Users) of the Platform. For the avoidance of doubt, this license is ongoing and survives the termination of this Agreement.

1.15 License to Generated Visualisations, Content and Reports

- (a) A function of the Platform is the generation of reports and visualisations based on the Data input or selections made using the Platform.
- (b) Copyright and all other Intellectual Property Rights in the reports, documents, visualisations, images, content, data or other information generated while accessing or using the Platform, whether using any Customer or User Data or existing Data already contained in the Platform (**Reports**) vests in The Share Collective immediately upon creation.
- (c) The Share Collective grants the Customer and each User a limited, non-exclusive licence for so long as this Agreement is not terminated, to:
 - (i) access Reports on the Website subject to any limit imposed from time to time by The Share Collective on the number or value of Reports that may be accessed by Users .
 - (ii) download from the Platform any User generated Reports (including reports generated by other users of the Platform) subject to any limit imposed from time to time by The Share Collective on the number or value of Reports that may be downloaded by You or any Users during the term, or any part of the term, and provided that:
 - A. downloads and electronic copies are made and stored in the PDF format in which they exist on the Platform and are downloaded or copied to and stored in a computer system that can only be accessed by Users; and
 - B. paper copies are kept in a secure area that can only be accessed by Users;
 - (iii) to distribute copies of the Reports or any part of them (**subject to any limit** imposed under by the Share Collective under this Agreement on the distribution of copies of Reports) and **provided that** copies are only distributed to other approved Users; and
 - (iv) to otherwise use the Reports provided that the use is a fair dealing for the purpose of research, study, criticism or review as defined under the *Copyright Act 1968* (Cth) and is not in breach of this Agreement including Clause 5.4;

during the term of this Agreement solely for the permitted purpose (Permitted Purpose), namely, the purpose of you performing your duties as a Customer that are necessary and lawful for the Customer to carry on in Australia its usual business in the ordinary course.

1.16 Restrictions on use of the Platform and Reports

- (a) You must not access, download, copy, modify, distribute, provide, sell, use or otherwise exploit any content on the Platform (whether a Report or other content), or authorise or allow anyone to do so, except as permitted under this Agreement.
- (b) You must ensure that no opinion, report or other document prepared by you using or based on the use of the Platform includes any statement, graph, table or other content of a Report, or a statement based on such content, unless:
 - (i) the document is prepared and, if provided to another person, is provided to the other person solely for the Permitted Purpose during the Term;
 - (ii) the content included in the document or on which the statement in the document is based, constitutes less than 10% of Report and is not all or substantially all of a summary, overview or other key section of the report or other substantial part of the report;
 - (iii) the content or statement based on the content, fairly represents the content of the Report and its limitations and is a correct and fair copy of, or extract from, the content of the Report; and
 - (iv) the document includes a statement close to the content or statement based on the content, to the effect that the content is from a report prepared using The Share Collective Platform or Website, identifies the title and date of the report, and provides that:
 - The Share Collective has not consented to and does not endorse the use of the content in the document prepared by the Customer or User;
 - The Share Collective does not guarantee the results, including because they are based on the currency and accuracy of Data entered into the Platform by the User (or other third party users of the Platform), which has not been reviewed or verified by The Share Collective;
 - The results are intended to be general in nature. If any advice is taken to be given in any Report or part of the Platform or other content on the Website, You agree it is general advice only and has been prepared without taking account of any personal objectives, financial situation or needs. The results should not be taken to be financial advice as they do not take into account any personal circumstances.
 - The Platform and any Reports are to be used as a guide only and is not intended to be relied upon for the purposes of making a decision in relation to any investment in any company. The user should obtain professional financial and legal advice before making any decision; and
 - As a result other than as required by consumer protection law, under no circumstances will any company in The Share Collective Group be liable for any loss and/or damage caused by Your or a User's reliance on information obtained by using the Platform, Website or any Report.
- (c) Where you prepare, or are involved in the preparation of, a prospectus, information memorandum or other kind of document for an offer of securities or other assets for issue or sale, you must ensure that the document does not include any statement, visualization, graph, table or other content of a Report or Platform, or a statement based on such content, unless The Share Collective expressly consents in writing to the inclusion of the content or statement based on the content in the document. For the avoidance of doubt, The Share Collective may in its absolute discretion withhold its consent or give it either unconditionally or on such conditions as The Share Collective may determine.
- (d) If you commit a breach of this clause 5.4, despite anything else contained in the Master Agreement, The Share Collective may prevent or restrict Your and any User's access to and

use of the Platform and to such an extent and in such a way as The Share Collective may determine in its absolute discretion.

1.17 Backup of Data:

- (a) The Share Collective adheres to its best practice policies and procedures to prevent data loss, including a daily Platform data backup regime, but does not make any guarantees that there will be no loss of Data. The Share Collective expressly excludes liability and You agree to release The Share Collective for any loss of Data no matter how caused.
- (b) You must maintain copies of all Data inputted into the Platform. The Share Collective cannot provide an exported backup of your Data at this time.

1.18 Third-party applications and your Data.

- (a) If You enable third-party apps for use in conjunction with the Platform, You acknowledge that The Share Collective may need to allow the providers of those third-party apps to access Your Data as required for the interoperation of such third-party apps with the Platform and other apps. The Share Collective shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party app providers.

1.19 Ownership and Protection of Proprietary Rights.

- (a) You acknowledge that the Intellectual Proprietary Rights in the Website and the Platform and any Reports belong exclusively to The Share Collective Group and that You will not dispute such ownership.
- (b) In the event that The Share Collective provides new features or Platforms based on requests or suggestions made by You, You acknowledge that any such new features or Platforms belong exclusively to The Share Collective, and that You will not be compensated for the request or suggestion.
- (c) You also acknowledge that some Intellectual Property Rights associated with third party applications may be those of other parties other than The Share Collective. You should make yourself aware of and are responsible for complying with any such obligations when using a third party application in conjunction with the Platform.

1.20 Compliance with Laws and Listing Rules

- (a) You acknowledge that the Data You or any User input to the Platform is capable of being seen by other users and is not confidential.
- (b) You have the onus of complying with all laws, including without limitation legislation including regulations, listing rules, by-laws and other subordinate legislation, directions, requirements or guidelines of authorities (including statutory instruments), common law and other approvals (**Laws**) in relation to Your or any User's use of the Platform, Data or Reports.
- (c) Without limitation, if You or any User (or any other customer or User) uploads or inputs Data or other information to the Platform about a project or company that is subject to any listing rules, confidentiality obligations, You release and indemnify The Share Collective to the fullest extent possible from all losses and claims arising from Your or any User's breach of those Laws, rules and contractual obligations to third parties.

6. WARRANTIES AND ACKNOWLEDGMENTS

1.21 Authority:

- (a) You warrant that where You have registered to use the Platform on behalf of another person or entity, You have the authority to agree to enter into this Agreement on behalf of that person

and agree that by registering to use the Platform You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

1.22 Acknowledgment:

You acknowledge that:

- (a) You are authorised to use the Platform and the Website and that You are authorised to access the information, including processed information, Reports and Data that is made available to You through Your use of the Platform or the Website (whether that information and Data is Your own or that of anyone else).
- (b) The Share Collective has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Platform or access the Website on behalf of or for the benefit of anyone other than yourself (whether as a body corporate or otherwise) you agree that:
 - (i) You are responsible for ensuring that You have the right to do so;
 - (ii) You are responsible for authorising any person (including any requests by any government) who is given access to information or Data, and you agree that The Share Collective has no obligation to provide any person access to such information or Data without your authorisation and may refer any requests for information or Data to You to address; and
 - (iii) You will indemnify The Share Collective against any claims or loss, including legal costs and expenses, relating to:
 - A. The Share Collective's refusal to provide any person access to Your information or Data in accordance with these Terms; and
 - B. The Share Collective's making available information to any person with Your authorisation.
- (c) The provision of, access to, and use of, the Platform is on an "as is" basis and at Your own risk.

1.23 Acknowledgement that Platform and Website may have errors

- (a) You acknowledge the Platform is in the early stages of its release and is not necessarily error or bug free. The Share Collective does not warrant that the use of the Platform will be uninterrupted or error free. Among other things, the operation and availability of the Platforms used for accessing the Platform, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Platform. The Share Collective is not in any way responsible for any such interference or prevention of Your access or use of the Platform.
- (b) You acknowledge and agree that You and any User must use the Application carefully and will not use it in any way which might result in any loss of its or any third party's property or information.
- (c) If You identify any error or bug, You agree to notify The Share Collective and we will make reasonable effort to ensure that any errors or bugs in the Platform are remedied in a reasonably timely manner.

1.24 Not warranty as to suitability etc.

- (a) It is Your sole responsibility to determine that the Platform meets the needs of Your business and are suitable for the purposes for which they are used. Without limiting the generality of this responsibility or other terms of this Agreement, this includes any policy with respect to the protection of any sensitive Data uploaded to the Platform. You are solely responsible for any and all legal obligations concerning the protection of Your Data however they arise.
- (b) You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).
- (c) Any configurations of the Platform supplied by The Share Collective are for Your convenience only, and it is solely up to You to determine if they are suitable for the purposes for which they are used.
- (d) The Share Collective reserves the right to refuse or reclaim any usernames or other Customer or User identifiers, for any reason and at any time, without liability. Without limiting this right, The Share Collective recommends that You ensure that in selecting a username or identifier, that it is not likely to be offensive or inappropriate, that it is unique and you have the right to use it, (ie. it is not the subject of an existing trademark or other intellectual property right of an unrelated third party). Where usernames or other Customer or User identifiers are refused or reclaimed by The Share Collective pursuant to this clause, The Share Collective will make a reasonable attempt to preserve the existing Data in preparation of a shift to a new username or User or Customer identifier.

1.25 No warranties:

- (a) You acknowledge and agree that The Share Collective gives no warranty of any kind to You or any User about the Platform any Data or Report, including as to:
 - (i) non-infringement of third party rights, merchantability, fitness for any particular purpose or use, or accuracy or completeness;
 - (ii) reliability, quality or availability of the Platform or Reports through the internet;
 - (iii) the absence of viruses or other contaminating or destructive properties in the software used to gain access to or use the Platform or Website;
 - (iv) any reference in a Report or the Platform to a website operated by a third party, access to or the contents of the website, or any hyperlink to gain access to the website.

and all conditions, warranties and other terms which would be implied or otherwise incorporated in these terms as binding on The Share Collective are excluded to the fullest extent permitted by law.

- (b) None of The Share Collective, its related bodies corporate and their respective officers, employees, agents, consultants and contractors has any liability to you for any loss or damage arising in connection with the accessibility, content or use of the Platform or any Report including direct, indirect, Consequential Loss, special or punitive loss or damage.
- (c) No exclusion of implied terms or disclaimer or limitation of liability contained in these terms applies to the extent that it is prohibited by Law but where liability in connection with a defect in any Report or other content may be lawfully limited to the supply of that Report again without the defect, liability is so limited.
- (d) Without limiting the foregoing, The Share Collective does not warrant that the Platform will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including

(without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

1.26 Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Platform for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Platform, the Website or these Terms.

1.27 Warranty regarding storage of copyright material

In addition to any other warranties, You warrant to The Share Collective and promise that when using the Platform, You will not directly or indirectly cause any infringement of any law by copying, uploading, downloading, storing, transmitting, sharing or distributing any material that infringes any law, including various copyright laws.

7. LIMITATION OF LIABILITY

1.28 To the maximum extent permitted by law, The Share Collective Group excludes and is released from all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings), injury or damage including to any property, rights or thing resulting, directly or indirectly, from any use of, or reliance on, the Platform or Website (which shall include use of any third party application).

1.29 If You suffer loss or damage as a result of The Share Collective Group's negligence or failure to comply with these Terms, any claim by You against The Share Collective Group arising from The Share Collective Group's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Fees paid by You in the previous 3 months. Notwithstanding any other provision of this Agreement, The Share Collective Group will not be liable to You or any of your related or associated parties in contract, tort or otherwise for any Consequential Loss related to or connected with this Agreement. By using the Platform You agree that this limitation of The Share Collective Group's liability and exclusion of consequential loss is necessary and reasonable in order to protect The Share Collective Group from unknown risks disproportionate to the fees charged.

1.30 If You are not satisfied with the Platform, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8. TERMINATION

1.31 No-fault termination:

- (a) These Terms will continue for the period stated in Item 3 of Schedule 1 unless terminated earlier or otherwise as extended and covered by the Fee paid.
- (b) At the end of each monthly billing period (or such other subscription period noted on your invoice) these Terms will automatically continue for another period, provided You continue to pay the prescribed Fee when due.
- (c) You may terminate the Agreement by giving written notice to The Share Collective before the end of the current payment period. The Share Collective may terminate the Agreement and therefore revoke all access to the Platform immediately on written notice to the Customer.
- (d) If You terminate this Agreement You shall be liable to pay all relevant Fees for each full billing period.

- (e) If The Share Collective terminates this Agreement then it will reimburse You for any Fee paid in advance pro-rated on a daily basis for the balance of the payment period.

Without limiting the above, for example:

- If The Share Collective elects to terminate this Agreement on the 12 September for a billing cycle that started on the 9 September (as per clause 3.1), The Share Collective will reimburse Fees using the following calculation, where the days left in the billing cycle between 12 September to 8 October.

Reimbursement = (Fee Paid / Days in billing cycle) * Days left in billing cycle

1.32 Breach:

If:

- (a) You (including any User) breach any of these Terms of the Agreement (including, without limitation, by non-payment of any Fees by the due date);
- (b) You breach any of these Terms and the breach is not capable of being remedied; or
- (c) You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, bankrupt or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

then The Share Collective may take any or all of the following actions, at its sole discretion:

- (d) give seven (7) days written notice requiring the breach to be remedied, and if You fail to remedy the breach as requested, immediately terminate this Agreement and Your use of the Platform and the Website;
- (e) Suspend for any definite or indefinite period of time, Your use of the Platform and the Website;
- (f) Suspend or terminate access to all or any Data;
- (g) Take either of the actions above in respect of any or all other persons whom You have authorised to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Fees which is due and payable is not made in full by the relevant due date, The Share Collective may: suspend or terminate Your use of the Platform, the authority for all or any of Your Users or Organisations to use the Platform, or Your rights of access to all or any Data.

1.33 Accrued Rights:

Termination of this Agreement is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

- (a) remain liable for any accrued charges and amounts which become due for payment before or after termination; and
- (b) immediately cease to use the Platform and the Website.

1.34 Deletion of Data and other rights

- (a) The Share Collective is entitled to delete all copies of your Data at any time following termination of this Agreement.

- (b) Upon termination of this Agreement or You or any User ceasing to be, or to be eligible to be, a User, Your (and each User's) access to the Platform will be terminated and you must:
 - (i) cease accessing, downloading and using the Platform and Reports (including any downloaded or printed Reports) and all reports, data and other information produced or generated by you or by or on behalf of the Customer, a related body corporate of the Customer or an officer, employee, agent, consultant or contractor of the Customer or a related body corporate of the Customer which are based on or include any content from the Platform, Website or Reports; and
 - (ii) delete from each User's own personal electronic devices and otherwise deliver up to The Share Collective all copies of the Reports or other content downloaded by you or in your possession or control (whether in hard copy or electronic format and whether stored on or accessible from any person's equipment) and all Reports, Data or other data and other information produced or generated by You or other Users which are based on or include any content, Data, Reports and are in your possession or control (whether in hard copy or electronic format and whether stored on or accessible from any person's equipment).

1.35 Expiry or termination:

- (a) Clauses 1, 3.1, 3.6, 4, 5, 6, 7, 8, 10 and 11.5 survive the expiry or termination of this Agreement.

9. TECHNICAL SUPPORT AND HOSTING

1.36 Technical Problems

- (a) In the case of technical problems, You must make all reasonable efforts to investigate and diagnose problems before contacting The Share Collective. If you still need technical help, please check the support information provided on the Website.
- (b) The limited support provided on the Website is not intended to be a replacement for end-user training, Platform configuration, or consulting.

1.37 Platform availability:

- (a) While The Share Collective intends that the Platform will be available to You twenty-four (24) hours a day, seven (7) days a week, it is possible that on occasions the Platform or Website may be unavailable to permit maintenance or other development activity to take place.
- (b) If for any reason The Share Collective has to interrupt the operation of the Platform or Website for longer periods than The Share Collective would normally expect, The Share Collective will use reasonable endeavours to publish in advance details of such activity on the Website, unless such downtime is caused by circumstances beyond the immediate control of The Share Collective, but will not be liable if it does not.

1.38 Data Sovereignty

The Platform and Your Data may be hosted by The Share Collective or any number of other third parties in various locations and jurisdictions within or outside of Australia, as The Share Collective deems appropriate. You and other Users will be able to connect to the Platform from anywhere in the world via the Internet and thus some of your Data may also be transmitted from time to time outside of one jurisdiction to another in response to Your or a User's actions or queries. By accessing the Platform and uploading Your Data You consent to the transmission. You are otherwise solely responsible for making your own judgment about whether these Terms for where your Data will be stored or transmitted is appropriate having regard to Your statutory, contractual or other legal obligations.

10. RESOLVING DISPUTES

1.39 Attempt to resolve

The Share Collective wants to address your concerns without needing to revert to formal legal proceedings. Therefore, before filing a claim against The Share Collective in any court or tribunal, you agree to first try to resolve the dispute informally by contacting 'support@sharecollective.co'. The Share Collective will use its best efforts to try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, subject to clause 10.2 applying, either You or The Share Collective may commence formal legal proceedings in the relevant jurisdiction referred to below.

1.40 Mandatory Arbitration

- (a) You and The Share Collective agree to resolve any claims relating to these Terms or the Platform and services The Share Collective provides, through final and binding arbitration, unless the exceptions below apply.
 - (i) If The Share Collective considers the asserted claims are more appropriately dealt with by a court;
 - (ii) The matter is of a serious nature that requires injunctive relief to stop unauthorised use or abuse of the Platform or the Website, Confidential Information, Intellectual Property infringement.
- (b) You and The Share Collective agree to appoint the arbitrator, being an independent expert in the field of technology, contract law and such other technical subject matter as is appropriate for the issues in dispute, recommended by the President of the Queensland Law Society. Unless The Share Collective agrees otherwise, the arbitration will be held in Brisbane, Queensland and an expedited process shall be used and the number of arbitrators shall be one (1).
- (c) Each party agrees to bear its own costs associated with the arbitration. Unless the matter is deemed frivolous by the arbitrator, The Share Collective will not seek to recover its legal costs and expenses.
- (d) You may only resolve a dispute with The Share Collective on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action.

11. GENERAL

1.41 Entire agreement:

These Terms, together with The Share Collective Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Service, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and The Share Collective relating to the Platform and the other matters dealt with in these Terms.

1.42 Special Terms

- (a) If there are any special terms stated in Item 4 of Schedule 1, the Parties agree that those terms apply to the extent of any inconsistency with these terms.

1.43 Variation

- (a) These terms were last updated on 9 October 2018 and are binding on You and apply to any use of the Platform that The Share Collective provides from time to time. If any ambiguity,

inconsistency or conflict of obligations exists or arises between this Agreement or other terms and conditions on the Website, the provisions of this Agreement will take precedence over the terms and conditions on the Website and will apply to resolve that ambiguity, inconsistency or conflict.

- (b) You agree The Share Collective has the right to change these terms upon giving written notice to You. Without limiting that right, by way of example, The Share Collective is continuously improving or evolving the Platform and tools it is based on and therefore as a result these terms may change without notice.
- (c) Any change to this Agreement will apply immediately on and from our communication of any changes to You. We may communicate those changes in a way which we determine is appropriate, which may be by email or notice on our website.
- (d) Any other variation or change to these terms by either Party must be agreed in writing and signed by the Parties.

1.44 Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

1.45 Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

1.46 Assignment:

- (a) You may not assign, novate or transfer any rights or obligations in connection with this Agreement to any other person without The Share Collective's prior written consent.
- (b) The Share Collective shall be entitled to assign or sub-contract its rights and obligations under this Agreement to any person, but The Share Collective shall give notice of such assignment or sub-contracting in writing to the Customer.

1.47 Governing law and Jurisdiction:

These terms of use are governed by the laws of Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there, except for any arbitration undertaken in accordance with Clause 10.2.

1.48 Severability:

If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

1.49 Notices:

Any notice given under this Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to The Share Collective must be sent to support@sharecollective.co or to any other email address notified by email to You by The Share Collective. Notices to You will be sent to the email address which You provided when setting up Your access to the Platform. A notice will be taken to be duly given on the day it is sent provided that a transmission error report is not received by the sender within 24 hours of sending the email. If the result is that a notice would be taken to be given or made on a day that is not a Business Day

in the place to which the notice is sent or is later than 5pm (local time) it will be taken to have been duly given or made at the commencement of the next Business Day in that place.

1.50 Costs

Each Party will pay its own legal and other costs incurred in relation to the preparation and entry into this Agreement.

1.51 Counterparts

This Agreement may be executed in any number of counterparts, including facsimile or emailed PDF counterparts. All counterparts, taken together, constitute one instrument. A party may execute this agreement by signing any counterpart.

SCHEDULE 1

Item 1	Fee	\$999 USD per month billed on an annual basis in advance or \$1250 USD per month billed on a monthly basis in advance
Item 2	Number of Users	Up to 2
Item 3	Length of agreement	12 months - Commencing from the Date of this Agreement
Item 4	Special terms	<ul style="list-style-type: none">• Assistance with the development of one (1) detailed Scenario Evaluation• Group training with Platform expert including:<ul style="list-style-type: none">○ How to use the Platform○ How to create OVs○ Sensitivity analysis• Dedicated Account Manager
