

Term

- 1.1 You appoint Protect Your Market Capital Pty Ltd (PYMC) to provide the Services for a minimum 6-month term (Initial Term).
- 1.2 Following the Initial term, PYMC will provide Services on an ongoing basis in 6-month blocks (Subsequent Term(s)), subject to Termination.

Services

- 1.3 PYMC will undertake proactive monitoring of DIVES trades (Monitoring) with quarterly reporting to your designated email address or via a website client login (Reporting).

Fees

- 1.4 PYMC's fees are as advised per month, plus GST.
- 1.5 Payment is monthly in advance by direct debit or alternative method agreed by PYMC.
- 1.6 At PYMC's discretion, pricing is subject to change at the start each financial year (1 July) at the higher of 3% or the RBA's published annual CPI. The pricing to You is strictly confidential and not be shared.
- 1.7 Any unpaid fees will incur default interest of 10% per annum above the RBA's published annual CPI, plus all recovery costs and fees.

Information

- 1.8 You agree:
 - a) Not to provide PYMC or associated entities with any inside, price sensitive or confidential information.
 - b) Not to influence or attempt to influence PYMC or associated entities in their Trading Activities in any manner.
 - c) Communication will be one directional from PYMC to You and limited to the agreed deliverables specified in the Services.

A breach of any of the above would be considered a breach of the agreement, with termination at PYMC's option.

Trading Activities

- 1.9 You acknowledge and agree:
 - a) PYMC, associated entities or its designate may trade (buy and /or sell) securities of companies involved in the Services (including Your company) from time to time and effect transactions in those securities for their own exclusive account and benefit, with profit intention, at their risk.
 - b) PYMC does not explicitly or implicitly offer any guarantee with respect to Your market capitalisation or Your share price.
 - c) PYMC, associated entities or its designate does not have an obligation to trade in Your securities, and any trade remains at their sole discretion.

Confidentiality

- 1.10 You must not use or disclose PYMC's Confidential Information unless authorised by PYMC in writing or as required by law.

- 1.11 You must not share or distribute the Reporting provided by PYMC, which is only for Your exclusive and sole use and subject to the Report's disclaimer.

Nature of relationship

- 1.12 You acknowledge and agree that PYMC is not in a partnership, joint venture, fiduciary, employment or agency relationship with You. Neither party has power to bind the other.
- 1.13 Any Reporting provided by PYMC contains summary information, is of a general nature and does not, nor does it purport to make any recommendations nor express any opinions to You. You should make Your own enquiries and seek legal, financial, or other advice appropriate to any action You take in regards these Services.

Termination

- 1.14 Either party may terminate the agreement:
 - a) by providing the other party 3-months written notice after the Initial Term; or
 - b) immediately where the other party commits a breach of this agreement; or
 - c) Immediately where the other party is bankrupt, insolvent, enters a deed of arrangement with its creditors, has a receiver or manager appointed or an order is made for it to be wound up.
 - d) All Fees to Termination remain due and payable and become immediately payable on notification of Termination.

Indemnity and release

- 1.15 You agree:
 - a) to indemnify, hold harmless and release PYMC, associated entities and any related Person from any liability associated with any claim, demand, loss, cost, expense, liability, or action (Loss).
 - b) PYMC, associated entities and any related Person's liability under this agreement, for all claims, shall be limited to the lower of \$10,000 and 50% of the amount You paid PYMC in the last 12 months.
 - c) PYMC, associated entities and any related Person will have no liability for consequential loss, including without limitation loss of profits, goodwill, reputation, business opportunity, anticipated savings, or benefits.
 - d) Not to bring and to ensure none of Your associates brings any action against PYMC, associated entities and any related Person in connection with the Services or this agreement. In the event of a dispute, Your CEO/CFO will raise the dispute with PYMC's Managing Director or their designate to resolve the matter in an equitable manner.

Other

- 1.16 This agreement is governed by the laws of Victoria Australia and the parties irrevocably submit to the courts of this jurisdiction.
- 1.17 These terms and conditions can be updated by PYMC and will be effective with 7 days' notice to You. The up-to-date version will be located at: www.protectyourmarketcapital.com.au