

ISSUER AGREEMENT

Dated the day of 201__

Parties

1. PledgeMe Pty Ltd ACN 622 190 863 AFSL No. AFSL no. 503339 ("**PledgeMe**", "**we**" or "**us**")
2. _____ ("**Issuer**" or "**you**")

Background

The Issuer wishes to use the Services provided by PledgeMe Pty Ltd in accordance with the *Corporations Act 2001* (Cth), associated Regulations, ASIC policy and any other Applicable Laws.

Agreement

1. The Issuer terms and conditions attached as Schedule 1 (**Terms and Conditions**) form part of this Agreement and govern your use of the Services at all times together with the declaration attached as Schedule 2.
2. You confirm that you have received PledgeMe's Financial Services Guide (**FSG**).
3. You will pay all applicable fees and charges to PledgeMe in consideration of PledgeMe providing the Services to you, as set out in:
 - (a) the FSG as well as on the Website as at the date of this Agreement; and
 - (b) this Agreement.
4. You agree to a period of exclusivity with PledgeMe from the date of this Agreement until the expiry of 120 days from the date that the offer to issue or sell Shares via a Campaign goes live on the Website, during which period you will only pursue equity investment using the services of PledgeMe. If this Agreement is terminated for any reason, or shares or equity are sold by you other than via the Website during this exclusivity period, then a break fee of 2.5% of the minimum subscription amount shall immediately become payable by you to PledgeMe.
5. You will be required, as a minimum, to publish the following documents on your Campaign page:
 - (a) a minimum of one image from the business (to be used in the browse box);
 - (b) basic information around your business plans to include on the Campaign page;
 - (c) your Offer Document, prepared in accordance with the Terms and Conditions; and
 - (d) details about the ordinary shares on offer including the minimum and maximum subscription amounts set by you and details about the rights attaching to those shares.

A rewards and a pitch video will be optional but is recommended.

6. You will provide, within 7 days of request, any information required by PledgeMe to enable it to

carry out its legal obligations as a licensed crowd-sourced funding intermediary.

7. You confirm and warrant that:

- (a) all information provided to PledgeMe under this Agreement (including personal details of the directors and senior managers of the Issuer) are true and accurate;
- (b) you will notify PledgeMe of any material changes to the Issuer, key staff or its operations which could make any information contained in the Offer Document false or otherwise inaccurate and provide an updated Offer Document within as soon as possible after such change taking place;
- (c) the Issuer is not using another crowd-sourced funding intermediary platform or any other website in relation to their Campaign.
- (d) you will not advertise, promote or distribute the offer without including a prescribed statement that investors should consider the CSF offer document and the general risk warning in deciding whether to apply for the offer.

8. You confirm that each of the directors and senior managers of the Issuer have signed the declaration attached at Schedule 2.

Signed for and on behalf of:

Executed by

_____ by:

↑ _____
Director

↑ _____
Director/Secretary

↑ _____
Full name of Director

↑ _____
Full name of Director/Secretary

Executed by
PledgeMe Pty Ltd ACN 622 190 863 by:

↑ _____
Signature of PledgeMe Director/Secretary

SCHEDULE 1 TO ISSUER AGREEMENT

DATE UPDATED: JUNE 2018

ISSUER TERMS AND CONDITIONS

1 DEFINITIONS

"Agreement" means this agreement that is entered into between the Issuer and PledgeMe and which governs your use of the Services.

"Applicable Law" means the *Corporations Act 2001* (Cth), *Corporations Regulations 2001* (Cth), *Australian Securities and Investments Commission Act 2001* (Cth) and any relevant ASIC guidance including ASIC Regulatory Guide 261 *Crowd-sourced funding: Guide for intermediaries* and ASIC Regulatory Guide 262 *Crowd-sourced funding: Guide for public companies*.

"Associate" has the meaning given to that expression in sections 11, 12 (as if that section included a reference to this Agreement) and 15 of the *Corporations Act 2001* (Cth).

"Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

"Business Day" means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in Brisbane, Queensland.

"Campaign" means a crowd-sourced funding project whereby an Issuer offers fully paid ordinary shares in itself for purchase by Investors via the Website.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Intellectual Property" means copyright, patents, designs, trademarks, trade names, goodwill rights, trade secrets, confidential information and any other intellectual proprietary right or form of intellectual property.

"Investor" means a person or entity that has entered into an Investor Agreement and is approved by us to use the Services to acquire Shares through Campaigns.

"Issuer" or **"you"** means the company named on page one of this Agreement and which is approved by us to use the Services to create a Campaign.

"Issuer Registration Process" means the process set out in clause 3.1.

"Losses" includes losses, damages, costs, expenses and liabilities, however arising.

"Offer Document" means the offer document which complies with the format prescribed by ASIC and contains the information set out in clause 3.2.

"Retail Client" has the meaning given to that term by sections 761G and 761GA of the *Corporations Act 2001* (Cth).

"Secure Credit Card Transaction Provider" means Flo2Cash, Stripe, BoQ or any other third party credit card processing provider used by PledgeMe.

"**Services**" has the meaning contained in clause 2.

"**Shares**" means the shares issued via our Website with the rights attached to them as specified on each Campaign page.

"**Supplier**" means the entity making the Supply.

"**Third Party ID Verification Provider**" means Cloudcheck, Equifax or any other third party ID verification provider used by PledgeMe.

"**Waiting List**" has the meaning contained in clause 7.4.

"**Website**" means the PledgeMe website being www.pledgeme.com.au.

2 SERVICES

- 2.1 PledgeMe is a licensed crowd-sourced funding intermediary that operates a crowd-sourced funding intermediary platform for approved Issuers and Investors. Issuers can promote their Campaigns through PledgeMe to obtain funding from Investors in return for Shares in the Issuer upon completion of their Campaign ("**Services**").
- 2.2 The Services may include:
 - (a) the issue, sale and purchase of Shares in Australian companies;
 - (b) the provision of a communication facility on the Website to allow potential Investors to ask questions about a Campaign.
- 2.3 All of PledgeMe's Services can be found and accessed on our Website.
- 2.4 We do not guarantee that provision of the Services will be continuous or fault free.

3 HOW TO BECOME AN ISSUER

- 3.1 To become an Issuer and use the Services to create a Campaign an applicant must:
 - (a) create a PledgeMe account by clicking "Join Now", or, if the applicant already has an account, log-in to their PledgeMe account;
 - (b) submit an "Equity Crowdfunding Request" under the "Create" section of the Website. To complete the request, an applicant must provide the following:
 - (i) the Offer Document;
 - (ii) a signed copy of the Issuer Agreement (including the directors' and senior managers' declaration); and
 - (iii) any information required under the Issuer Agreement and these terms and conditions;
 - (c) pass the checks described in clause 4; and

- (d) receive from us acceptance as an Issuer, notification of which shall be sent by email to the address provided by the applicant (and which shall include any applicable terms and conditions together with our FSG).

(together, the "**Issuer Registration Process**").

3.2 The Offer Document must contain at least the following information:

- (a) table of contents with prescribed sections and headings;
- (b) prescribed general risk warning about crowd-sourced funding;
- (c) information about the Issuer including:
 - (i) company details;
 - (ii) business and organisational structure;
 - (iii) main risks;
 - (iv) capital structure;
 - (v) financial statements;
 - (vi) details of the Issuer's directors and senior managers; and
 - (vii) details of certain convictions, penalties or administrative actions against the Issuer, its directors and senior managers;
- (d) information about the Campaign, including:
 - (i) the rights associated with the Shares on offer;
 - (ii) the Campaign timeframe and minimum and maximum subscription amounts set by you under the Campaign; and
 - (iii) how the funds raised will be used; and
- (e) information about investor rights, including:
 - (i) the cooling-off period;
 - (ii) the effect of the reporting and corporate governance concessions; and
 - (iii) the effect of the communication facility on PledgeMe's platform,

as well as any other information as required by the Applicable Law.

3.3 We reserve the right to request at any time further information from an applicant or approved Issuer that we deem necessary including details and proof of identity, occupation and address.

3.4 We reserve the right to refuse or revoke any Issuer from using our Services. This right is described in more detail later in this Agreement.

- 3.5 The Issuer Registration Process must be completed before we can authorise you to use the Services.

4 GATEKEEPER OBLIGATIONS

- 4.1 Before publishing the Offer Document, at a minimum PledgeMe will carry out checks to confirm:
- (a) the Issuer's details:
 - (i) the name, Australian Company Number and company type;
 - (ii) the addresses of its registered office and principal place of address;
 - (iii) the names and addresses of each current and proposed director and other officer or senior manager of the Issuer;
 - (b) the Issuer's eligibility to make a crowd-sourced funding offer, namely that the Issuer:
 - (i) is a public company limited by shares;
 - (ii) has its principal place of business in Australia;
 - (iii) has a majority of its directors (excluding alternate directors) ordinarily residing in Australia;
 - (iv) has not exceeded the assets and annual revenue cap of \$25 million (including the assets and revenue of any related parties);
 - (v) does not have a substantial purpose of investing in other companies, entities or schemes (including its related parties); and
 - (c) that the Offer Document is not defective or misleading and that contains the information set out in clause 3.2 above.
- 4.2 To enable PledgeMe to carry out checks for the purposes of clause 4.1, PledgeMe may ask the Issuer or any of its directors, officers, employees, contractors or any Associate of the Issuer for personal information about the Issuer's directors and senior managers so as to carry out:
- (a) identity checks (using a Third Party ID Verification Provider);
 - (b) credit checks (using a Third Party ID Verification Provider);
 - (c) ASIC Register checks;
 - (d) insolvency register checks;
 - (e) enforceable undertaking registry checks;
 - (f) online checks (through search engines);
 - (g) background checks; and
 - (h) any other checks PledgeMe deems appropriate in its sole discretion.

- 4.3 Where PledgeMe undertakes credit checks under clause 4.2(b):
- (a) the Third Party ID Verification Provider will give PledgeMe information for that purpose;
 - (b) PledgeMe will give the information to the Third Party ID Verification Provider who will hold that information on their systems and use it to provide their reporting service;
 - (c) when other customers of the Third Party ID Verification Provider use their credit reporting service (if available), the Third Party ID Verification Provider may give the information to those customers;
 - (d) PledgeMe may use the Third Party ID Verification Provider's credit reporting services (if available) in the future for purposes related to the provision of crowd-sourced funding intermediary services. This may include using their monitoring services to receive updates if any of the information held about you changes; and
 - (e) if you default in your payment obligations to PledgeMe, information about the default may be given to the Third Party ID Verification Provider who may also give information about the default to their other customers.

5 HOW TO BECOME AN INVESTOR

The applicant must create a PledgeMe account (including verification) and complete the Investor Registration Process as set out on the Website from time to time.

6 THE INVESTMENT PROCESS

- 6.1 Once authorised as an Issuer, your Campaign will be created on the Website in accordance with the information you provided as part of the Issuer Registration Process. Investors can then purchase Shares in your Campaign after it successfully closes, provided that the Investor successfully completes verification process, complies with all of PledgeMe's terms and policies and transfers all monies when due.
- 6.2 At the outset of the Campaign, you will be required to set both a minimum and maximum subscription amount. The maximum subscription amount must not result in you (including any of your related parties) raising more than \$5 million in any 12 month period through:
- (a) crowd-sourced funding offers;
 - (b) small scale personal offers (as defined by the Act); and/or
 - (c) offers made via an Australian Financial Services licensee under the Act,
- ("Issuer Cap").
- 6.3 You will also be required to set a timeframe within which the minimum subscription amount must be met. You may extend your Campaign's timeframe with our prior written consent. The timeframe set by you (including any extension) must not exceed three months.
- 6.4 Your Campaign page will have a communication facility where potential Investors can ask (and you can respond to) questions about your Campaign. PledgeMe will regularly monitor and review all content posted on the communication facility. When posting on the communication facility, your officers, employees or agents must disclose their affiliation with you. If PledgeMe

becomes aware that there is or may be misleading or deceptive conduct occurring on the communication facility we may suspend the Campaign until such time as the issue is resolved or the Campaign is removed.

- 6.5 Your Campaign page will also set out how Shares can be purchased. Potential Investors can enter the amount of money they would like to invest (up to a maximum of \$10,000 per Investor) in the relevant place on the Campaign page, which calculates the number of Shares equivalent to that amount based on the quoted Share price. The quoted Share price and any limitation on numbers or other conditions you have specified will be clearly published on the Campaign page). The Investor can then agree to purchase the Shares by clicking the "Pledge" button.
- 6.6 All retail clients who make a pledge have an unconditional right to withdraw their pledge within five Business Days.
- 6.7 We will not provide any financial assistance:
 - (a) to you, in relation to a CSF offer (such as by pledging to your Campaign); or
 - (b) for a Retail Client to acquire your Shares.

7 SUCCESSFUL CAMPAIGNS

- 7.1 Your Campaign will be successful provided the minimum subscription amount is reached within the timeframe set by you under clause 6.3, and is closed upon the earlier of:
 - (a) the maximum subscription amount set by you being reached; or
 - (b) the expiry of the timeframe set by you (up to a maximum of three months from the date your Campaign was published on the Website).
- 7.2 Upon the successful closing of your Campaign under clause 7.1, we will notify Investors who have made pledges that the Campaign has closed and that, subject to exercising their cooling off rights (as described in clause 6.6), they are to make payment to us for the Shares they have agreed to purchase once they have been verified by either:
 - (a) completing an electronic transfer/payment (we will supply the payment details for our trust account to Investors on the completion of the Campaign); or
 - (b) credit card by using our Secure Credit Card Transaction Provider.
- 7.3 Investors will be required to make payment within ten Business Days after the later of the Investor's cooling off period expiring, the Campaign successfully closing and the Investor being verified.
- 7.4 Investors will also be required to provide credit card details to secure electronic transfer/payment pledges, but will only be used if they do not exercise their cooling off rights within the prescribed timeframe and payment is not made within 10 Business Days of the later of the Investor's cooling off period expiring, the Campaign successfully closing and the Investor being verified.
- 7.5 Where your Campaign is closed due to the maximum subscription amount set by you being reached under clause 7.1(a), additional Investors will be able to join a list (**Waiting List**). When joining the Waiting List, Investors will specify the amount they agree to pledge in the

event that they are contacted by PledgeMe chronologically because the total amount raised for the Campaign falls below the maximum subscription amount set by you due to one or more Investors:

- (a) withdrawing their pledge by exercising their cooling-off rights;
- (b) failing to make payment for their pledge in accordance with clause 7.3; or
- (c) making a pledge that is rejected or is unsuccessful for any other reason.

7.6 Once the cooling off periods have expired and payment has been made by all Investors (including any Investors from the Waiting List) above the minimum subscription amount and up to the maximum subscription amount set by you, PledgeMe will inform you of the amount of pledges received from each Investor and the number of Shares to be issued to them.

7.7 We will then pay the application money to you as soon as practicable (less the fees and charges payable to us under this Agreement), following which you must immediately:

- (a) record the issue of Shares to Investors in the your share register;
- (b) update the ASIC register to record the issue of Shares (if applicable); and
- (c) provide PledgeMe with confirmation of items (a) and (b) being completed.

8 UNSUCCESSFUL CAMPAIGNS

8.1 Your Campaign will not be successful if:

- (a) the minimum subscription amount set by you has not been reached by the set timeframe;
- (b) your Campaign is closed by PledgeMe (in carrying out its gatekeeper obligations) before the minimum subscription amount set by you is reached;
- (c) the minimum subscription amount set by you is reached initially but one or more Investors (including those on the Waiting List):
 - (i) withdraw their pledge by exercising their cooling-off rights;
 - (ii) make a pledge that is rejected or is unsuccessful for any other reason; or
 - (iii) do not pay for their pledge in accordance with clause 7.4,

resulting in the minimum subscription amount set by you not being reached.

8.2 If your Campaign is unsuccessful, PledgeMe will:

- (a) notify any Investors who have pledged to your Campaign; and
- (b) if applicable, repay any monies held by PledgeMe in its trust account to the relevant Investors.

9 FEES AND CHARGES

9.1 PledgeMe fees and charges payable by Issuers can be found in the following places:

- (a) in the FSG; and
- (b) in the "Fees" section under "FAQ" on the Website,

available as at the date of this Agreement.

9.2 All monies received by us for the purchase of Shares as part of a Campaign will be received and held in our interest bearing trust account (in accordance with the obligations of under the Applicable Law). You agree that PledgeMe can deduct fees and charges owed by you to us from these funds at the time of transfer of funds to you pursuant to clause 6.10. PledgeMe will be entitled to keep any interest earned in respect of monies held in this account.

9.3 We may require interest to be paid on any amount owed by you to us that is overdue by more than 7 days. Interest will be calculated at the rate of 18% per annum until payment is made. We reserve the right to recover from you the full costs incurred by us (including solicitor/client costs) in recovery of any money owed by you to us.

10 RIGHTS OF PLEDGEME TO ALTER FEES AND CHARGES

PledgeMe will only alter its fees and charges payable by you:

- (a) if agreed in writing with you;
- (b) where administration charges are altered in relation to our trust account, by giving one month's prior written notice to you; or
- (c) if the changes are posted on the Website, provided that those changes will only affect Campaigns that commence after such notification is given.

11 OUR OBLIGATIONS

11.1 We agree to provide the Services to you in accordance with the Applicable Law.

11.2 We will, in exercising any powers or performing any duties in relation to the Services, exercise the care, diligence and skill that a prudent licensed crowd-sourced funding intermediary would exercise in the same circumstances.

11.3 If we contract out of any functions in providing the Services, we will take all reasonable steps to:

- (a) ensure that those functions are performed in the same manner, and are subject to the same duties and restrictions, as if we were performing them directly; and
- (b) monitor the performance of those functions.

12 YOUR WARRANTIES

12.1 You warrant that:

- (a) except as disclosed, your Shares are able to be freely traded and that there are no preemptive rights attaching to your Shares which would prevent free trade;
- (b) you will comply with the Applicable Law in connection with the issue of your Shares through your Campaign, and posting information and communications on the Website;
- (c) immediately upon receiving Share purchase monies from us following successful completion of your Campaign you will record all of the applicable Share issues to the Investors in your share register and will immediately file a return to the ASIC recording such issues;
- (d) you are not using another crowd-sourced funding intermediary platform or any other website in relation to their Campaign;
- (e) you will not exceed the Issuer Cap;
- (f) you, and your Associates, have not engaged in any kind of conduct that is misleading or deceptive in breach of the Applicable Law, whether prior to or in the course using the Services;
- (g) if you are disclosing any prospective financial information in the Offer Document, that such information is supported by assumptions based on reasonable grounds, including your valuations and forecasts and will provide details of which to PledgeMe together with the information required under clause 4.2; and
- (h) you will comply with, agree to and be bound by this Agreement and the Applicable Law.

13 INSPECTION AND PRIVACY ACT

- 13.1 In order to assist us to determine whether you are complying or have complied with this Agreement and the Applicable Law, we may from time to time require you or any of your directors, senior managers, officers, employees, contractors or any Associate of you or the before mentioned persons or entities to produce any documents (including electronic documents) for inspection or provide any information held by the person concerned.
- 13.2 You consent to us providing to ASIC any and all documents or records we have in respect of you and your Campaign that ASIC may from time to time request.
- 13.3 In order for us to comply with the Applicable Law and the conditions of our AFSL we may from time to time need to carry out background checks on you or any of your directors, senior managers, officers, employees, contractors or any Associate of you or the before mentioned persons or entities and you hereby irrevocably consent to us carrying out these checks when required. You also agree to provide us when requested further information regarding your identity and the identity of any of your Associates.

14 CONDITIONS

We may by written notice to you, in our absolute discretion, impose additional conditions at any time that must be fulfilled by you to maintain the use of our Services.

15 SUSPENSION OR CANCELLATION

We may at any time, and in our absolute discretion, do any one or more of the following, without giving any reasons or prior notice to you:

- (a) suspend all or any of our Services;
- (b) refuse to accept you (or any other person) as an Issuer;
- (c) remove you as an Issuer;
- (d) refuse to accept any person as an Investor without being required to give reasons;
- (e) remove content from the Website;
- (f) refuse to publish content on the Website;
- (g) disclose any information on the Website or otherwise necessary to comply with this Issuer Agreement and Applicable Law; and
- (h) publish a censure of, or statement relating to your conduct, or the conduct of any of your directors, employees, contractors or Associates if we consider such conduct warrants such a censure. Except where we have acted in bad faith, you waive all claims you may have in respect of such censure or statement and shall indemnify us against any such claims by you or by the persons referred to in the previous sentence.

16 GST

- 16.1 Any terms capitalised in clause 14 and not already defined in clause 1 have the same meaning given to those terms in the GST Act.
- 16.2 The consideration for a Supply made under or in connection with this document includes GST.
- 16.3 If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Supplier must give the Recipient a Tax Invoice for the Supply.
- 16.4 Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

17 INTELLECTUAL PROPERTY

You acknowledge that we own all of the Intellectual Property rights in respect of PledgeMe, the Services and the Website. You agree not to challenge or do anything inconsistent with such ownership.

18 LIABILITY AND INDEMNITY

- 18.1 You indemnify PledgeMe against any Losses we incur in relation to any Investor or third party arising out of or in connection with this Agreement and our provision of the Services to you, including in relation to information posted on the Website or communicated to any Investor or former Investor by you.

- 18.2 To the maximum extent permitted by the Applicable Law, PledgeMe will not be liable to the Issuer, whether in contract, tort (including negligence) or otherwise, for any Losses incurred as a result of:
- (a) PledgeMe taking action which it reasonably believed was necessary or otherwise required in order to comply with its obligations under the Applicable Law; or
 - (b) any error, fault or other service issue in relation to the Website.
- 18.3 To the maximum extent permitted by the Applicable Law, neither party will be liable to the other for any indirect, incidental, special or consequential loss or exemplary damages, including but not limited to, damages for loss of profits, business, goodwill, intangible losses (even if they have been advised of the possibility of such damages), resulting from breach of contract or in tort, including negligence or any other matter relating to the Services..
- 18.4 Notwithstanding anything else in this clause 18, a party's liability will be reduced to the extent the loss or damage is caused by or contributed to by the other party or its employees, agents or contractors.

19 TERMINATION

- 19.1 Subject to clause 19.2, this Agreement will terminate:
- (a) if the Campaign is successful, after clause 7.7 has been complied with; or
 - (b) if the Campaign is not successful, after clause 8.2 has been complied with.
- 19.2 Either party may terminate this Agreement prior to the Campaign closing successfully by giving 20 days' written notice to the other party, in which case, if the Campaign has been published on the Website, it will be immediately withdrawn by PledgeMe deemed to be unsuccessful, and PledgeMe will follow the process detailed in clause 8.
- 19.3 We may also immediately suspend or remove your access to our Services and/or terminate this Agreement if you breach any of the warranties set out in clause 12 or any other material terms of this Agreement.
- 19.4 Termination will not affect any rights and obligations already accrued.

20 DISPUTES

- 20.1 This clause only applies if you are a Retail Client.
- 20.2 If a dispute arises between you and us under or in connection with this Agreement or in relation to the use of our Services which the parties are unable to resolve by negotiation, the dispute shall be referred to Financial Ombudsman Service Limited (**FOS**) and its determination shall be final and binding on the parties.
- 20.3 FOS provides an independent and impartial dispute resolution service. PledgeMe is a participant of the scheme. You can contact FOS by using an online form available at www.fos.org.au, emailing at info@fos.org.au, telephoning on 1300 565 562 or writing to Financial Ombudsman

Service Limited, GPO Box 3, Melbourne, Victoria 3001. More information about FOS' dispute resolution process is available at www.fos.org.au.

21 ASSIGNMENT

You must not assign any of your rights under this Agreement to any third party.

22 NOTICE

(a) A notice, consent or communication under this document is only effective if it is:

- (i) in writing, signed by or on behalf of the person giving it;
- (ii) addressed to the person to whom it is to be given; and
- (iii) given as follows:
 - (A) delivered by hand to that person's address;
 - (B) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas; or
 - (C) sent by email to that person's email address unless the sender receives a computer generated report that the email was not successfully sent, within two hours after the email being sent.

(b) A notice, consent or communication given under this clause is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by email	(a) that day, if delivered by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

23 SEVERABILITY

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

24 ENTIRE AGREEMENT

This Agreement constitutes the non-exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties.

25 GOVERNING LAW

This Agreement, the relationship between the parties and your use of the Services and the Website shall be governed by Queensland law, and the parties submit to the non-exclusive jurisdiction of Queensland Courts.

SCHEDULE 2 TO ISSUER AGREEMENT

DIRECTOR/SENIOR MANAGERS' DECLARATION

We, the directors and/or senior managers of _____ (**Issuer**), confirm that:

- A we understand the requirements for and confirm that the Issuer and its Campaign meet the requirements for:
 - (i) an eligible crowd-sourced funding company;
 - (ii) an eligible crowd-sourced funding offer;
 - (iii) a compliant crowd-sourced funding offer document;
- B the information we have provided is accurate and complete based on the extent of our knowledge and are not aware of anything in the offer document which is (or would be likely to be) misleading or deceptive;
- C we understand the potential practical, reputational and civil and criminal consequences that may flow from failure to provide accurate information in respect of ourselves and the Issuer;
- D we agree to PledgeMe undertaking any such verification procedures, searches or other checks they consider necessary in order to comply with their obligations as a licensed CSF intermediary; and
- E we consent to the publication of the crowd-sourced funding offer document on the PledgeMe website.

Name	Signature	Date