

## QUOTE

Coin Harbour Pty Ltd

**Date**  
15 Dec 2023

**Expiry**  
15 Dec 2023

**Account Number**

WHOLESALE INVESTOR  
PTY LTD  
Attention: Steve Torso  
Level 9 100 William St  
WOOLLOOMOOLOO  
NSW 2011  
AUSTRALIA

**Quote Number**  
QU-3477

**Reference**

**ABN**  
42 131 512 715

Description	Quantity	Unit Price	GST	Amount AUD
#1, For a period of 12 months from acceptance of this quote to provide the following:				
Access to CRIISP, our capital engagement platform				
Access CRIISP AI investor matchmaking				
Appointment of a dedicated customer success manager to provide assistance with your subscription	1.00	9,750.00	10%	9,750.00
Facilitate promotion of opportunity over 12 months				
Invitation to use a booth or exhibition stand at investor showcase or conference x 1				
Subtotal				9,750.00
Total GST 10%				975.00
<b>TOTAL AUD</b>				<b>10,725.00</b>

### Terms

## OVERVIEW

Wholesale investor is pleased to submit this proposal for the Wholesale Investor services to support Coin Harbour Pty Ltd in achieving its goal to connect with high net worth and professional investors.

## THE OBJECTIVE

- Create a showcase page of your company through Wholesale Investor platform;
- Connect you and your company to interested and active investors;
- Build a presence amongst our global investor network through our partners and channels;
- Automate online publishing of company updates, reporting and performance via our platform.

Through the Wholesale Investor digital platform, exclusive events and via our world-leading partners we connect companies raising capital at any stage, structure, and sector with a global and active network of 29,300+ High-Net-Worth Investors and professional investment groups (including private equity firms, funds, venture capital, crypto and blockchain funds, token offerings and family offices).

We sincerely look forward to working with Coin Harbour Pty Ltd and supporting your efforts to seek investment and increase global visibility and presence through our platform.

If you have questions on this proposal, feel free to contact me at your convenience. We will be in touch with you shortly to arrange a follow-up conversation regarding the next steps.

Thank you for your time and consideration.

## 1. Content, compliance and advice

- 1.1. The Client acknowledges and agrees that it is responsible for:
- (1) any information included in any document, publication or other material used for the purpose of advertising, promoting or calling attention to the Offer, including, but not limited to:
    - (a) the contents of the Offer Document;
    - (b) any advertising or promotional material in relation to the Offer;
    - (c) any documents, publications or other materials provided to prospective investors in relation to the Offer; and
    - (d) any material published on the Website in relation to the Offer;
  - (2) complying with:
    - (a) the Corporations Act 2001;
    - (b) any relevant ASIC Class Order, including, but not limited to ASIC Class Order 02/273;
    - (c) ASIC Regulatory Guide 170;
    - (d) the Trade Practices Act 1974; and
    - (e) any other relevant laws; and
  - (3) obtaining its own independent advice in relation to the Offer, including but not limited to:
    - (a) legal advice;
    - (b) accounting advice;
    - (c) taxation advice; and
    - (d) financial advice,
 and the Client acknowledges and agrees that it has had a reasonable opportunity to obtain that advice.
- 1.2. Wholesale Investor may request evidence that:
- (1) any advice required under clause 1.1(3) has been obtained by the Client; and
  - (2) the Client has complied with any relevant Compliance Matter.
- 1.3. The Client acknowledges and agrees that Wholesale Investor has not provided any advice or recommendation in relation to:
- (1) the appropriate corporate structure to be implemented under the Offer; or
  - (2) the terms and conditions of the Offer, including any consideration to be received by the Client or equity raised.

## 2. Disclaimer

- 2.1. The Client acknowledges and agrees that Wholesale Investor has not made any statement, representation or warranty that:
- (1) any return on investment, profit or financial target will be achieved;
  - (2) prospective investors will subscribe for any particular offer;
  - (3) the Offer complies with the Compliance Matters;
  - (4) an established market exists for the trading of any securities or interests that may be offered by the Client;
  - (5) the issue price of any securities or interests offered by the Client under any Offer is representative of the underlying value of those securities or interests; or
  - (6) the Client will successfully achieve a trade sale or listing on a recognised stock exchange at any time in the future.

## 3. Release and indemnity

- 3.1. The Client releases Wholesale Investor from all sums of money, accounts, claims, actions, proceedings, demands and expenses which the Client at any time had or has against Wholesale Investor arising out of:
- (1) the Offer;
  - (2) anything done or omitted to be done by the Client in connection with the Offer; or
  - (3) the Client failing to comply with any Compliance Matter.
- 3.2. The Client indemnifies Wholesale Investor against:
- (1) all losses incurred by Wholesale Investor;
  - (2) all liabilities incurred by Wholesale Investor; and
  - (3) all costs actually payable by Wholesale Investor to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by Wholesale Investor in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);
- in connection with:
- (4) a breach of this Agreement by the Client, including any breach of copyright or intellectual property under clause 5.
  - (5) the Offer;
  - (6) anything done or omitted to be done by the Client in connection with the Offer;
  - (7) the Client failing to comply with any Compliance Matter; or
  - (8) the acts or omissions of the Client, its agents, employees or sub-contractors.

## 4. Limitation of liability

- 4.1. To the maximum extent permitted by law, if for any reason Wholesale Investor is directly or indirectly liable to the Client in connection with this Agreement or the Offer, (whether in respect of negligence or other tort, breach of contract or warranty, breach of statute or statutory duty, equity or otherwise), the maximum aggregate liability of Wholesale Investor in respect of all claims made by the Client will be an amount equal to the aggregate of all amounts actually paid by the Client to Wholesale Investor in relation to the Offer.

## 5. Authority to use Client material

- 5.1. The Client authorises Wholesale Investor to use any information contained in the Offer and any other materials, documents or publications provided by the Client (whether subject to any copyright or other intellectual property protection) for:
- (1) advertising, promoting or calling attention to the Offer;
  - (2) any purpose related to the Offer; or
  - (3) the promotion of Wholesale Investor.

## 6. Termination

- 6.1. Wholesale Investor may terminate this Agreement with immediate effect by giving notice to the Client if:
- (1) the Client does any act or thing that in Wholesale Investor's opinion, may:
    - (a) contravene any Compliance Matter; or

- (b) have a detrimental effect on the reputation of Wholesale Investor.
  - (2) the Client fails to pay any amount due and payable to Wholesale Investor within 14 Business Days of the due date;
  - (3) the Client breaches a term of this Agreement which:
    - (a) if capable of being remedied, is not remedied within 5 Business Days of written notice being provided by Wholesale Investor to the Client, specifying the breach and requiring it to be remedied; or
    - (b) is not capable of remedy; or
  - (4) the Client disposes of the whole or part of its assets, operations or business, other than in the ordinary course of business.
- 6.2. If this Agreement is terminated in accordance with clause 6.1, Wholesale Investor may remove the Offer from the Website and take any other action reasonable necessary.
- 6.3. Survival of obligations after termination**
- 6.4. Termination of this Agreement does not relieve any party from that party's obligations under clauses 3, 4, 7 and 8.
- 6.5. Credit can be only used towards Wholesale Investor Pty Ltd products, namely live venue event or online marketing campaign and is valid up to 12 months from the date of the invoice. Credits can not be extended, converted into currency or applied to other services provided by Wholesale Investor Pty Ltd.

## 7. Definitions and interpretation

### 7.1. Definitions

In this Agreement:

- (1) Agreement means this document, including any schedule or annexure to it;
- (2) ASIC means Australian Securities and Investments Commission;
- (3) Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (4) Client means the party set out in schedule 1.
- (5) Compliance Matters means those laws, orders and guides as set out in clause 1.1(2)
- (6) Offer means any document, publication or other material used to promote the Client or its Related Body Corporates, including the Offer Document;
- (7) Offer Document means any document in relation to the Client in the form of an information memorandum, disclosure document or prospectus;
- (8) Related Body Corporate, Subsidiary and Holding Company each has the meaning given in section 9 of the Corporations Act 2001;
- (9) Website means [wholesaleinvestor.com.au](http://wholesaleinvestor.com.au); and
- (10) Wholesale Investor means Wholesale Investor Pty Ltd, its Related Body Corporate, staff and any authorised representatives.

## 8. Interpretation

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns;
  - (e) a thing includes the whole and each part of it separately;
  - (f) a statute, regulation, code or other law or a provision of any of them includes:
    - (i) any amendment or replacement of it; and
    - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
  - (g) dollars means Australian dollars unless otherwise stated.
- (2) "including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## 9. Parties

- (1) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee