

# Client Subscription Agreement

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Oli Capital Pty Ltd

Company:	Oli Capital Pty Ltd
ACN:	627 780 590
Authorised Representative No:	001281917
Date Issued:	June 2021

This document is provided by Oli Capital Pty Ltd (“**Oli Capital, we, our, us**”). Terms used in this Client Subscription Agreement (“**Subscription Agreement**”) have defined meanings. Please refer to clause 17 ‘Interpretation’ for these defined meanings.

Please direct all enquiries to:

**Oli Capital Pty Ltd**

ACN: 627 780 590

Civic Tower 1103

66 Goulburn Street

Sydney NSW 2000

Phone: 02 8288 9086

Email: [info@olicapital.com.au](mailto:info@olicapital.com.au)

*Oli Capital Pty Ltd is an Authorised Representative (Authorised Representative Number: 001281917) of GIBXC Group Pty Ltd (AFSL No. 297499; ABN 79 115 459 124).*

**Warning:**

Any investment that we advise you on can involve financial and other risks. Before entering into this Subscription Agreement with Oli Capital, you should:

- seek professional legal, taxation and financial advice to determine whether acting on any investment advice provided by Oli Capital is appropriate for you. Please note that Oli Capital provides only **general financial product advice** and does not provide personal financial product advice. Any information or general financial product advice that we give you does not take into account your financial situation, needs or personal objectives. You must consider the appropriateness of our advice having regard to your own financial situation, needs or personal objectives; and
- carefully consider the potential benefits and the risks involved in subscribing to our services and/or acting on our investment advice.

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## 1. INTERPRETATION

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Unless the contrary intention appears, a reference in this Subscription Agreement to:

- 1.1. (singular includes plural) the singular includes the plural and vice versa;
- 1.2. (variations or replacement) a document (including this Subscription Agreement) includes any variation or replacement of it;
- 1.3. (law) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- 1.4. (person) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- 1.5. (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- 1.6. (jointly and severally) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- 1.7. (reference to a group of persons) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- 1.8. (dollars) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- 1.9. (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- 1.10. (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- 1.11. (accounting terms) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- 1.12. (meaning not limited) the words "include", "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- 1.13. (reference to anything) anything (including any amount) is a reference to the whole and each part of it; and
- 1.14. If an event under the Subscription Agreement must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day; and
- 1.15. Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Subscription Agreement.

## **2. APPLICATION FOR ACCOUNT WITH US**

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- 2.1 This Subscription Agreement has defined meanings and you should refer to Clause 'Definition' of this Subscription Agreement for these defined meanings.
- 2.2 The Subscription Agreement governs our dealings with you in providing services as stated in clause 5 of this Subscription Agreement.
- 2.3 You must read this Subscription Agreement in its entirety and seek professional advice. You should also familiarise yourself with and, where applicable, take advice on the laws and regulations applicable to your dealings with Oli Capital in the place of your domicile/residence and, if applicable, all other relevant jurisdictions.

## **3. APPLICATION FOR SUBSCRIPTION SERVICES**

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- 3.1 You must complete the Application Form on our Website in order to become a client of ours for our Subscription Services. We, in our sole discretion, will decide whether to accept an Application.
- 3.2 By submitting the Application Form to us, you confirm that you accept the terms and conditions of this Subscription Agreement, including making the representations and warranties set out in the Subscription Agreement.
- 3.3 If we accept your Application, we will provide the Subscription Services outlined in Clause 5 of this Subscription Agreement, and you will:
  - (a) Receive an email confirmation from us about the Subscription Services you have signed up for;
  - (b) Receive an email invitation from us with a unique link to download and install our proprietary App; and
  - (c) Be invited into our social groups via Wechat.

For the avoidance of doubt, by submitting the Application Form to us, you agree for us to invite you into any social groups managed by Oli Capital. If you do not agree for us to do so for any reasons including privacy reasons, you must clearly indicate this to us in writing.

- 3.4 There may be other documents and policies, such as the Financial Services Guide, that explain the basis of our dealings with you but are not part of this Subscription Agreement.

## **4. OUR SUBSCRIPTION SERVICES**

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- 4.1 Subject to you fulfilling your obligations under the Subscription Agreement, we will provide general financial product advice and market updates to you in relation to securities and derivatives according to your selected subscription ("**Subscription Services**").
- 4.2 Our Subscription Services will be delivered online mainly via our Website and the App. Once the Subscription Services are activated on your Account with us, you will receive periodic general financial product advice in any of the following forms via our Website and/or the App:

- (d) Written research reports;
  - (e) Written market updates and education materials;
  - (f) Pre-recorded videos; and
  - (g) Opportunity to join real-time online events.
- 4.3 Please note that Oli Capital delivers its Subscription Services via the App, meaning that all general financial product advice that you are entitled to receive from us will be available and delivered to you via the App. Although Oli Capital also uses its Website for the Subscription Services, the contents on the Website may be limited to written research reports. You agree that it is your responsibility to download and access the App to fully utilise our Subscription Services.
- 4.4 Please note that other than section 4.2(g), we do not provide one-on-one general financial product advice, nor do we provide financial services via one-on-one person meetings or phone calls, under this Subscription Agreement. For the avoidance of doubt, you are welcome to call our friendly staff members to discuss any issues with your Subscription or Account settings, however, please be reminded that our staff members do not provide financial advice about any financial products over the phone.
- 4.5 Oli Capital does not provide any dealing services or execution services as part of our Subscription Services.
- 4.6 You agree that Oli Capital is entitled to rely on and to act as it thinks fit in accordance with any instruction given or purportedly given by or on behalf of you which Oli Capital believes in good faith to have been given by you or its authorised person(s) or authorised third party(ies). Notwithstanding the foregoing, Oli Capital shall have discretion to reject such instructions. Oli Capital shall not in any circumstances whatsoever be liable in any way for any loss, damages, liability, cost, expense or whatsoever suffered or incurred by you arising or in connection with the exercise of the above discretion by Oli Capital.
- 4.7 You acknowledge that the Internet or other electronic medium is an inherently unreliable medium of communication and that such unreliability is beyond Oli Capital's control or anticipation. You agree that Oli Capital shall not be responsible for any loss, damage, costs, expenses, claims or liability of whatsoever nature, directly or indirectly, arising out of or in connection with such unreliability or the public nature of the Internet or other electronic medium or any other cause beyond Oli Capital's control or anticipation.

## **5. TERM**

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- 5.1 The Subscription Agreement commences when we accept your Application and continues until the expiry of your selected Subscription term.
- 5.2 This it is terminated in accordance with Clause 12 of this Subscription Agreement.

## **6. COSTS OF OUR SUBSCRIPTION SERVICES**

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- 6.1 Our fees are derived wholly from the provision of our qualified and professional expertise via the Subscription Services ("**Membership Fees**"). Please refer to our Website

(<https://www.oliview.com.au/plans-pricing>) for the various options for our Subscription Services.

- 6.2 All Membership Fees once paid are non-refundable in any circumstances unless we agree otherwise in writing.
- 6.3 We will not vary our Membership Fees for any Subscription Services you have paid for. However, we may vary our Membership Fees for future services by posting the changes on our Website. Please ensure that before you purchase our Subscription Services, you review and select the correct Membership Fees you decide to pay.

## 7. CLIENT'S WARRANTIES AND REPRESENTATIONS

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- 7.1 You represent and warrant, and undertake to ensure, for our benefit at all times that:
- (a) **Acting as principal:** you are acting as principal in relation to this Subscription Agreement unless otherwise indicated in the Application Form.
  - (b) **Legal disability:** you are not under any legal disability with respect to, and are not subject to any law or regulation of the place of your domicile/residence and, if applicable, all other relevant jurisdiction, which prevents your performance according to the Subscription Agreement. Such warranties, representations and undertakings to Oli Capital are deemed to be repeated on each day up to and including the termination of the Subscription Agreement of the relevant Oli Capital or any of it.
  - (c) **Information accurate:** at all times the information provided by you to us, whether in the Application Form or otherwise will be true, complete, accurate, up-to-date and not misleading in any material respect. All action necessary to authorise the disclosure of such information to Oli Capital and the use of such information by Oli Capital for any purposes contemplated under or related to the Subscription Agreement has been taken;
  - (d) **Consents:** you have obtained all necessary consents and have the authority to enter into the Subscription Agreement;
  - (e) **Compliance with all laws and valid obligations:** you are complying with all laws to which you are subject and the obligations expressed to be assumed by you under the Subscription Agreement;
  - (f) **Able to pay debts:** you are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
  - (g) unless stated in the Application Form, you are not acting as trustee of a trust in respect to this Subscription Agreement;
  - (h) no Event of Default continues unremedied;
  - (i) there are no actions or claims pending the adverse determination of which might have a Material Adverse Effect on your ability to perform your obligations under the Subscription Agreement, or on the rights granted to us;
  - (j) if a body corporate:

- (i) it is duly authorised and validly existing under the laws of its jurisdiction of incorporation;
  - (ii) it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organisational documents;
  - (iii) it is not entitled to claim for itself or any of its assets or revenues any right of general immunity or exemption on the grounds of sovereignty or otherwise from suit, execution, attachment or other legal process in respect of its obligations under the Subscription Agreement; and
  - (iv) it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- (k) if you completed the Application in the name of a trustee:
- (i) you are the sole trustee of the trust;
  - (ii) no action has been taken or proposed to remove you as trustee of the trust;
  - (iii) you have power under the trust deed to enter into and comply with your obligations under the Subscription Agreement;
  - (iv) you have in full force and effect the authorisations necessary to enter into the Subscription Agreement, perform obligations under them and allow them to be enforced (including under the trust deed and its constitution (if any));
  - (v) you have a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by you under the Subscription Agreement;
  - (vi) the trust fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which you have a right to be indemnified out of the trust fund;
  - (vii) you have not, and never have been, in default under the trust deed;
  - (viii) no action has been taken or proposed to terminate the trust;
  - (ix) you and your directors and other officers have complied with your obligations in connection with the trust; and
  - (x) you have carefully considered the purpose of the Subscription Agreement and consider that entry into the Subscription Agreement is for the benefit of the beneficiaries and the terms of the trustee documents are fair and reasonable; all necessary consents required in order for it to conduct its business and relevant to the performance, validity or enforceability of the Subscription Agreement have been obtained and are in full force and effect.

7.2 You acknowledge that we have entered into the Subscription Agreement in reliance on the representations and warranties in this clause 7 of this Subscription Agreement.

## **8. UNDERTAKINGS AND ACKNOWLEDGMENTS**

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8.1 You undertake that throughout the term of the Subscription Agreement you will promptly:

- (a) notify us of any change to the details supplied by you in your Application Form and any material or anticipated change in your circumstances which may affect the basis upon which we do business with you;
- (b) notify us if any warranty or representation made by you is or becomes incorrect or misleading in writing and such notification shall be duly signed by you. Oli Capital is entitled to rely fully on all warranties and representations made by you for all purposes until Oli Capital receives such notification;
- (c) supply to us when requested to do so such information relating to you as we may from time to time reasonably request.

8.2 You understand and accept that unless otherwise agreed by Oli Capital in writing, any change to any aforesaid information shall not take effect until 5 days after the actual receipt by Oli Capital of the relevant written notification.

8.3 Copyright of all materials produced by us in providing the Subscription Services belongs to Oli Capital. Oli Capital reserves the right to publish any of the materials produced by us in providing the Subscription Services on any media channels at any costs.

8.4 Unauthorised copying, reproduction, hiring, lending, publishing or any other way of distributing any of the materials produced by us and provided to you as part of the Subscription Services, are prohibited.

## **9. INDEMNITY AND EXCLUSION OF LIABILITY**

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### **9.1 Indemnity**

9.1.1 You irrevocably and unconditionally agree to continuously indemnify us and hold harmless us and our directors, officers, employees, agents and representatives, against any liability or loss (including consequential losses), taxes, expenses, damages, charges, receipts, demands and expenses of any nature and on any account and liabilities present, future, contingent or otherwise and including legal fees on a full indemnity basis which may be suffered or incurred or brought against us arising from, or in connection with:

- (a) any representation or warranty given by you being incorrect, misleading or untrue, or any error in any order or instruction which is, or appears to be, from an Authorised Person; or
- (b) any failure to provide any such information in a timely manner or at all by you;
- (c) any action or inaction which Oli Capital or any of Oli Capital's affiliates may take or omit to take in connection with the Accounts or pursuant to the Subscription Agreement (except for any willful misconduct on its part);
- (d) any act or omission of you (whether or not constituting a breach of any provision contained in the entire Subscription Agreement)

- (e) us acting in accordance with any direction, request or requirement of any regulatory authority or government body;

You agree to pay amounts due under this indemnity on demand from us.

- 9.1.2 This indemnity survives any termination of the Subscription Agreement and any transaction under the Subscription Agreement.

## **9.2 Indirect Losses**

- 9.2.1 We are not liable for indirect losses which occur as a side effect of the main loss and damage which are not foreseeable by you and us. We are not liable to you for losses which you incur which are foreseeable by us for the reason that you have communicated the possibility of such losses or any special circumstances to us.

- 9.2.2 We are not liable to you for any loss of profit or opportunity.

## **9.3 Exclusion of Liability**

- 9.3.1 Subject to any laws restricting us from limiting our liability, and to the maximum extent permitted by those laws, we are not liable for:
  - (a) any action we may take under the Subscription Agreement, so long as we act within the terms of its provisions and in particular act reasonably where required to do so;
  - (b) any claim, loss, expense, cost or liability suffered or incurred by you except to the extent that such a loss, expense, cost or liability is suffered as a result of our breach of the Subscription Agreement or willful default; and
  - (c) the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under the Subscription Agreement.

## **10. DEALINGS BETWEEN YOU AND US**

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- 10.1 You agree to promptly provide any instructions to us which we may require. If you do not provide the instructions promptly, we may, in our absolute discretion, take such steps at your cost, as we consider necessary or desirable for our own protection or your protection. This provision is similarly applicable in situations when we are unable to contact you.

- 10.2 If you are more than one person (for example, joint account holders):

- (a) the liabilities of each such person are joint and several;
- (b) we may act upon instructions received from any one person who is, or appears to us to be, such a person, whether or not such person is an Authorised Person; and
- (c) any notice or other communication provided by us to one such person is deemed to have been provided to all such persons.

## **11. GST**

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- 11.1 Consideration for a supply under or in connection with or contemplated by the Subscription Agreement is exclusive of GST unless expressly stated to be inclusive of GST.
- 11.2 If GST is payable by us on any supply under or in connection with or contemplated by the Subscription Agreement, in addition to providing any consideration for that supply (which is exclusive of GST), you must:
- (a) pay to us (as the case may be) an amount equal to the GST payable on the supply, without deduction or set-off of any other amount; and
  - (b) make that payment as and when the consideration or part of it must be paid or provided, except that you need not pay unless you have received a tax invoice (or adjustment note) for that supply.
- 11.3 Words defined in A New Tax System (Good and Services Tax) Act 1999 (Cth) have the same meaning in this clause 11.

## **12. AMENDMENTS AND TERMINATION**

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- 12.1 You agree that the version of the Subscription Agreement at the time of the provision of services governs those services.
- 12.2 Oli Capital may, at its absolute discretion and without giving reasons, suspend or terminate this Subscription Agreement. Upon termination or suspension of this Subscription Agreement, all monies owing by you to Oli Capital shall immediately become due and payable and you shall immediately repay such monies to Oli Capital.
- 12.3 You agree that the terms and conditions of this Subscription Agreement may be amended by Oli Capital from time to time, at its discretion, by notice in writing from Oli Capital to you, in which event such terms and conditions as so amended shall apply with effect from the effective date specified in such notice, whether the specified effective date is before or after the date of such notice but subject to Applicable Laws. Such amendments shall be deemed incorporated into and form part of the Subscription Agreement.
- 12.4 Either party may terminate the Subscription Agreement at any time by notice to the other party provided that such termination shall not affect:
- 12.4.1 any indemnity granted by you;
  - 12.4.2 the rights or liabilities of either party arising prior to such termination;
  - 12.4.3 the warranties, representations, undertakings and indemnities given by you under this Subscription Agreement, all of which shall survive termination;
  - 12.4.4 any exclusion of Oli Capital's liability; and
  - 12.4.5 any of your obligations to Oli Capital pursuant to the Subscription Agreement.
- 12.5 Termination of the Subscription Agreement shall not affect any action by Oli Capital, or any of its agents or any third party permitted under the Subscription Agreement initiated prior to the date of termination or any indemnity or warranty given by you under the Subscription Agreement.

### **13. FORCE MAJEURE**

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- 13.1 Oli Capital will not be liable for any delay or failure to perform its obligations pursuant to the Subscription Agreement if such delay is due to Force Majeure (other than obligations in relation to the payment of monies accruing prior to Force Majeure).
- 13.2 If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of Oli Capital obligations will be suspended.
- 13.3 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds five (5) Business Days, Oli Capital may immediately terminate the Subscription Agreement on providing notice in writing to the other party.
- 13.4 To the extent practicable, we will take reasonable steps to notify you of any action that we propose to take under clause 13 of this Subscription Agreement before we take such action. If it is not practicable to give you prior notice, we will notify you at the time promptly after taking any such action.
- 13.5 If we determine that a Force Majeure Event exists, we will not be liable to you for any failure, hindrance or delay in performing our obligations under the Subscription Agreement or for taking or omitting to take any action in accordance with clause 13 of the of this Subscription Agreement.

### **14. DISPUTE RESOLUTION**

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- 14.1 You should inform us immediately in writing of any dispute whatsoever in connection with the Subscription Agreement. We will endeavour to investigate and resolve any dispute or difference in accordance with our internal dispute resolution system.
- 14.2 In the event the dispute is unable to be resolved by us to your satisfaction, within three months, the dispute may be dealt with by you or us in Australia, as follows:
  - (a) the dispute may be submitted by us to arbitration in accordance with and subject to the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules the Arbitrator will be a person recommended by the New South Wales Chapter of the Institute of Arbitrators and Mediators of Australia; or
  - (b) you may request us to refer the dispute to arbitration in accordance with paragraph (a) above, and
    - (i) we may decide in our absolute discretion whether to agree to any such request
    - (ii) without agreement by us in accordance with this paragraph, you will not be able to refer the dispute or difference to arbitration, but will have to submit for the benefit of us only the dispute or difference to the exclusive jurisdiction of the Courts of New South Wales.
- 14.3 You and we agree to accept any determination of the arbitrator under paragraphs (a) or (b) above as final and binding and submit for the benefit of us only, to the exclusive jurisdiction of the Courts in New South Wales for the enforcement of any such determination. For the

avoidance of doubt, this clause 14 of this Subscription Agreement will not prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any such determination.

- 14.4 Clause 14.2 and 14.3 of this Subscription Agreement are for the benefit of us only, and do not prevent us from commencing proceedings against you in any relevant jurisdiction, in addition to submitting any dispute or difference whatsoever with you in connection with this Subscription Agreement to arbitration in accordance with clause 14.2(a) of this Subscription Agreement.

## **15. GENERAL**

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### **15.1 How we may exercise our rights**

- 15.1.1 We may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing clauses).
- 15.1.2 If we do not exercise a right or remedy fully or at a given time, we may still exercise it later.
- 15.1.3 Our rights and remedies under the Subscription Agreement are in addition to other rights and remedies given by law independently of the Subscription Agreement. We may enforce our rights and remedies in any order we choose.

### **15.2 Reinstatement of rights**

- 15.2.1 Under law relating to liquidation, administration, insolvency or the protection of creditors, a person may claim that a transaction (including a payment) in connection with the Subscription Agreement is void or voidable. If a claim is made and upheld, conceded or compromised, then:
- (a) We are immediately entitled as against you and the Guarantor to the rights under the Subscription Agreement to which it was entitled immediately before the transaction; and
  - (b) on request from us, you and the Guarantor agree to do anything (including signing any document) to restore to us any rights (including the Guarantee) held by it immediately before the transaction.

### **15.3 No merger**

- 15.3.1 Our rights under the Subscription Agreement are additional to and do not merge with or affect and are not affected by any mortgage, charge or other encumbrance held by us or any of your other obligations of or obligations of the Guarantor to us, despite any rule of law or equity or any statutory provision to the contrary.

### **15.4 Further steps**

- 15.4.1 You agree to do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):
- (a) to bind you and any other person intended to be bound under the Subscription Agreement;

- (b) to show whether you are complying with the Subscription Agreement.

## **15.5 Waivers**

- 15.5.1 A provision of the Subscription Agreement, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

## **15.6 Assignment**

- 15.5.1 You may not assign any of your rights or delegate any of your obligations under the Subscription Agreement to any person, without our prior consent.
- 15.5.2 You may not charge or create any security interest over any or all of their rights under the Subscription Agreement, including any rights to deposits held by us.
- 15.5.3 Without prejudice to clause 15.8 of this Subscription Agreement, we may assign or delegate our any of our obligations under the Subscription Agreement to any person on giving not less than 7 Business Days' notice to you, subject to obtaining ASIC approval where, and to the extent that such approval is required by law.
- 15.5.4 If you are in default of any of your obligations under the Subscription Agreement, we will be entitled (without prejudice to any other rights it may have) at any time thereafter to assign to any person with immediate effect all or any of our rights in respect of moneys owing to us under the Subscription Agreement, as well as any security or other remedies available to us in respect of such moneys. If any such assignment is made, you will, if so required by us and the assignee, acknowledge in writing that assignment or dealing in relation to the relevant moneys owing by you.
- 15.5.5 Despite anything to the contrary in the Subscription Agreement, we may disclose to any actual or potential delegate or assignee as referred to in clause 15 of this Agreement, such information relating to you and your relationship with us, as we see fit.

## **15.7 Inconsistencies**

- 15.7.1 To the extent permitted by law, the Subscription Agreement prevails to the extent it is inconsistent with any law.
- 15.7.2 If at any time any provision of the Subscription Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Subscription Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will be in any way affected.
- 15.7.3 Rights given to us under the Subscription Agreement and your liabilities under it are not affected by anything which might otherwise affect them at law.
- 15.7.4 Any present or future legislation which operates to vary your obligations in connection with the Subscription Agreement with the result that our rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

## **15.8 Notices and other communications**

15.8.1 Unless expressly stated otherwise in the Subscription Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with the Subscription Agreement:

- (a) must be in writing or such other means as we specify from time to time and sent to the address below:

**Oli Capital Pty Ltd**

Address: Civic Tower 1103, 66 Goulburn Street, Sydney NSW 2000

Phone: 02 8288 9086

Email: [info@olicapital.com.au](mailto:info@olicapital.com.au)

- (b) must be signed by the sender (if an individual) or an Authorised Person of the sender;
- (c) will be taken to be received:
  - (i) if delivered by person, by post or facsimile transmission - when delivered, received or left at the last notified address of the recipient; and
  - (ii) if sent by email - when the sender receives an automated message confirming delivery or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

15.8.2 We may, to the extent of your authorisation, give a communication under the Subscription Agreement to your Authorised Person.

15.8.3 Communications take effect from the time they are received (as outlined in clause 15.8.1(c)) unless a later time is specified in them or as otherwise provided in the Subscription Agreement.

## **15.9 Applicable Law**

15.9.1 The Subscription Agreement is governed by and construed in accordance with the laws in force in New South Wales, Australia.

15.9.2 You and we submit to the non-exclusive jurisdiction of the law of New South Wales, Australia. For the avoidance of doubt, clauses 15.9.1 - 15.9.2 of this Subscription Agreement will not prevent us from commencing proceedings in any other relevant jurisdiction.

15.9.3 Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices as notified to the other party from time to time.

## **15.10 Disclosure of information**

- 15.10.1 You warrant and undertake to Oli Capital that all information provided by you from time to time in, under or pursuant to the Agreement is and will be accurate, complete and up-to-date. You shall notify Oli Capital forthwith of any change to such information. Oli Capital shall be entitled to rely fully on all such information for all purposes until Oli Capital is notified to the contrary in writing and any such written notification shall be duly signed by you. You understand and accept that notwithstanding anything to the contrary which may be contained in the Subscription Agreement, any change to any such information shall not take effect until five (5) days after the actual receipt by Oli Capital of the relevant written notification or until such shorter period of time as may be agreed by Oli Capital in writing.
- 15.10.2 You shall immediately on demand by Oli Capital at any time and from time to time supply to Oli Capital such financial and/or other information in connection with the subject matter of the Subscription Agreement, you and/or the compliance of any laws or regulatory rules as Oli Capital may reasonably require.
- 15.10.3 Oli Capital may provide any information supplied by or relating to you and/or any transaction to any regulator or other person to comply with the lawful requirements or requests for information (whether such requirements and requests are mandatory or otherwise) or otherwise where in Oli Capital's sole discretion, it deems appropriate in the circumstances.

## **15.11 Confidentiality**

- 15.11.1 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Subscription Agreement) except:
- (a) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
  - (b) if allowed or required by law or the Subscription Agreement or required by a regulatory authority or ASIC;
  - (c) in connection with any legal proceedings relating to the Subscription Agreement;
  - (d) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Subscription Agreement (including in connection with preparatory steps such as negotiating with any potential assignee or other person who is considering contracting with us in connection with the Subscription Agreement).

## **15.12 Indemnities**

- 15.12.1 Any indemnity in the Subscription Agreement is a continuing obligation, independent of your other obligations under the Subscription Agreement and continues after the Subscription Agreement ends. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity under the Subscription Agreement.

## **15.13 Third Parties**



15.13.1 The Subscription Agreement is made for the benefit of the parties to the Subscription Agreement, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to the Subscription Agreement to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Subscription Agreement are not subject to the consent of any third party.

#### **15.14 Counterparts**

15.14.1 This Subscription Agreement may consist of a number of copies each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.

### **16. PRIVACY**

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16.1 In the course of opening your Account and providing services to you under this Agreement, it will be necessary for us to obtain and hold personal information that we will obtain from you in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process personal information for the purpose of performing our services and obligations under this Agreement and for the purpose of improving those services.

16.2 If you do not provide the information requested by us or agree to our information handling practices detailed in this Agreement, we may not be able to provide our services to you.

16.3 We collect, use, hold, handle and/or disseminate your information in a way that is at all times compliant with the Privacy Act 1998 and its provisions.

16.4 You agree to us disclosing any information we collect from you:

- (a) in accordance with this clause 16;
- (b) where we are required by law or regulatory authorities;
- (c) to regulatory authorities and to such third parties as we originally consider necessary in order to prevent crime;
- (d) where reasonably necessary, to any third party which provides a service to us in connection with this Agreement, but restricted to the purposes of providing that service.

16.5 You consent to us, or our agents acting on our behalf, carrying our credit and identity checks, including money laundering, compliance regulatory reporting and fraud prevention checks, as we consider necessary or desirable, including references on your bank or any credit reference agency. You agree that any third party that we use for this purpose may share any information concerning you with us and other organisations.

16.6 You authorise us to contact you by email, phone or post to give you information about our new products or services and you consent to us using your details for this purpose for the period that you have an account with us and after you have closed the account. If you do not wish to receive such information, you should inform us of this.

16.7 You authorise us to pass your personal information to our selected Related Entities or third parties for the purpose of contacting you by email, phone or post to give you information about

products offered by that Related Party for the period you have an Account with us and after you have closed it. You should advise us if you no longer wish to receive this information.

16.8 You acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, and you consent to such transfer.

16.9 You may contact us at the address listed in the Agreement if you wish to request access to any personal information that we hold about you.

16.10 You must immediately notify us if any of your information that you have previously provided to us changes. This is a continuing obligation of yours.

16.11 We retain copies (whether in material, electronic or other form) of the following documents for at least the period specified:

- (a) each FSG given by us, or by an authorised representative of us while acting in that capacity – for a period commencing on the date of the FSG and continuing for at least seven (7) years from when the document was first provided to you; and
- (b) any Subscription Agreements, transaction records, written or electronic communications between you and us, and any other client documents including copies of your identification documents, for the life of the client relationship and additional seven (7) years from the date we cease to provide financial services to you.

16.12 Our full Privacy Policy is available on our Website (<https://www.oliview.com.au/blank-1>).

16.13

## 17. DEFINITIONS

Throughout the Subscription Agreement capitalised terms have the following meanings:

<b>Account</b>	Means your Account with Oli Capital established pursuant under the Subscription Agreement.
<b>App</b>	Means the mobile application software, the data supplied with the software and the associated media provided by Oli Capital to you.
<b>Applicable Law</b>	all laws, procedures, standards and codes of practice that apply in relation to Oli Capital and the Oli Capital Products, including the Corporations Act, Corporations Regulations, the ASIC Act, ASIC Policy and the <i>Privacy Act 1998</i> (Cth), and the applicable laws or regulations of any other country, and including all relevant rules of Government Agencies, exchanges, trade and clearing associations and self-regulatory organisations.
<b>Application</b>	Means your application to us for an Account on the terms and conditions set out in the Subscription Agreement and any disclosure documents.
<b>Application Form</b>	Means the application form(s) provided to you.

<b>ASIC</b>	Australian Securities & Investments Commission.
<b>Authorised Person</b>	Means those persons you notify us as authorised by you to give instructions to us.
<b>Business Day</b>	Means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).
<b>Subscription Agreement</b>	<p>All agreements between you and Oli Capital in respect of your Account which includes (i) this Subscription Agreement and schedules and appendix(ces) (if any) and supplements(s)(if any); (ii) the Application Form and any applicable schedule, appendices and supplements; (iii) other documents as determined by LMIC from time to time; and (iv) any additional terms and conditions, amendments and supplements issued by us and notified to you in connection with our dealings with you.</p> <p>Both you and Oli Capital are bound by the terms of the Subscription Agreement.</p>
<b>Corporations Act</b>	Corporations Act 2001 of the Commonwealth of Australia.
<b>Corporations Regulations</b>	Corporations Regulations 2001 of the Commonwealth of Australia.
<b>Event of Default</b>	<p>Each of the following is an Event of Default:</p> <ul style="list-style-type: none"> <li>(a) you do not pay on time any amount payable by it under the Subscription Agreement in the manner required under the Subscription Agreement; or</li> <li>(b) you do not comply with any obligation under the Subscription Agreement (other than those covered by paragraph (a)) and, if the non-compliance can be remedied, does not remedy the noncompliance within seven days;</li> <li>(c) an event occurs which has or is likely to have (or a series of events occur which, together, have or are likely to have) a Material Adverse Effect; or</li> <li>(d) any change in law or interpretation which makes it unlawful for us to give effect to any provision of the Subscription Agreement;</li> <li>(e) you die or become of unsound mind;</li> <li>(f) a representation or warranty made, or taken to be made, by or for you in connection with the Subscription Agreement is found to have been incorrect or misleading when made or taken to be made; or</li> <li>(g) you or a Guarantor becomes Insolvent; or</li> <li>(h) where you are trustee of a trust:</li> </ul>

	<ul style="list-style-type: none"> <li>(i) you cease to be the trustee of the trust or any step is taken to appoint another trustee of the trust, in either case without your consent; or</li> <li>(ii) an application or order is sought or made in any court for: <ul style="list-style-type: none"> <li>A. removal of you as trustee of the trust; or</li> <li>B. property of the trust to be brought into court or administered by the court or under its control; or</li> <li>C. a notice is given or meeting summoned for the removal of you as trustee of the trust or for the appointment of another person as trustee jointly with you; or</li> </ul> </li> <li>(i) the Subscription Agreement is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable ("claimed" in this paragraph means claimed by you or anyone on behalf of any of it); or</li> <li>(j) distress, execution or other process is levied against any property of you and is not removed discharged or paid within seven days;</li> <li>(k) any security created by any mortgage or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the security or charge;</li> <li>(l) we reasonably consider it necessary for its own protection or the protection of its associates.</li> </ul>
<b>Insolvent</b>	<p>A person is Insolvent if:</p> <ul style="list-style-type: none"> <li>(a) it commits act of bankruptcy;</li> <li>(b) a liquidator or trustee in bankruptcy or similar person is appointed to the person;</li> <li>(c) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or</li> <li>(a) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or</li> <li>(b) It is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved; or</li> <li>(c) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or</li> <li>(d) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or</li> </ul>

	<p>(e) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which we reasonably deduce it is so subject); or</p> <p>(f) it is otherwise unable to pay its debts when they fall due; or</p> <p>(g) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.</p>
<b>Material Adverse Effect</b>	<p>means a material adverse effect on:</p> <p>(a) your ability to comply with its obligations under the Subscription Agreement; or</p> <p>(b) your rights under the Subscription Agreement; or</p> <p>(c) the business or financial position of you.</p>
<b>Oli Capital</b>	means Oli Capital Pty Ltd (ACN 627 780 590).
<b>Website</b>	means the internet address <a href="https://www.oliview.com.au">https://www.oliview.com.au</a> .