

## MEMBER'S TERMS AND CONDITIONS

UH Community trading as STAX Platform (ACN 633 206 470) operates as a Corporate Authorised Representative 1279361 under an Australian Financial Services Licence (AFSL 299812).

Being a Member of STAX Platform, you may participate in the following product offerings via our website:

- (a) IPOs – for initial public offers by companies proposing list on an Australian stock market;
- (b) Unlisted Public Company offering – Public offering through a prospectus not looking to be listed on an Australian Stock market; and
- (c) Crowdfunding – for crowd-sourced funding offers by unlisted Australian companies.

Our Mobile Application and Website are intended for use only by Australian residents or any other jurisdiction(s) permitted by law.

This agreement is between STAX Platform members and STAX Platform (“**STAX**”).

"STAX", "we", "our" or "us", are references to STAX Platform, associated services and subsidiary Companies, depending on the context. References to "you" or "your" are to the STAX platform members.

Ownership of our services is contingent upon your acceptance of these Terms. If you do not agree to the Terms contained in this document, you may not use our services. If you do not agree with any amendments to these services you must immediately cease the use of our services.

The terms and conditions of this Member Agreement forms a binding agreement between you and STAX and apply to all websites and applications operated by STAX Platform.

You must read the terms and conditions of this Member Agreement carefully. You should regularly check these Terms as they can change over time.

### 1. Definitions

In this Agreement, the following definitions shall apply:

**Account** means an online account opened by the Member via our Website;

**Agreement** means this Member Agreement including the Schedule(s) and any amendments thereto from time to time as may be amended;

**Application Form** means the application form attached to, associated with or accompanying an Offer under which a Member applies for Securities in that Offer;

**Broker Stamping fee** means the fees (if any), decided by STAX Platform in its absolute discretion that it has earned from an issuer or broker directly attributable to a percentage of the dollar value of the aggregate allocations provided to it through STAX Platform (but excludes fees related to creating or hosting an offer, advising an issuer or broker, targeted marketing activities, making a video or other content, or fees based on obtaining a total number of allocations, or the total dollar amount of applications or allocations to a transactions;

**Business Day** means a day on which trading banks are open for business in Melbourne excluding a Saturday, Sunday or public holiday;

**CHESS** means the clearing house electronic subregister system operated by the ASX;

**Corporations Act** means the Corporations Act 2001 (Cth);

**Ineligible Persons** means any person in the United States or that is, acting for the account or benefit of a person in the United States, or any person in any other place in which, or to any person to whom, it would be unlawful to do so;

**Investor Profile** means an Investor Profile completed by a Member with the relevant details of an applicant of an Offer when creating an investment profile;

**Issuer** means the issuer of Securities under an Offer;

**Member** means a person who has acknowledged and agreed to our Terms and Conditions and has signed up as a Member of the STAX Platform by accessing and using our Website and Mobile Application from time to time;

**Mobile Application** means our mobile application and related services;

**New Member** means a person who has registered as a Member of the STAX Platform's Website and mobile application for the first time, as determined by STAX in its sole discretion.

**Offer** means an offer of Securities made by an Issuer which is available to be subscribed for through STAX Platform's Website and mobile application;

**Permitted Jurisdiction** a jurisdiction nominated as a permitted jurisdiction within the selling restrictions for an Offer. This Offer of Securities may be made under applicable laws without a prospectus, registration statement or other regulatory filing, to relevant investors who satisfy specific criteria/requirements stated in selling restrictions in the Offer Document for the relevant Offer; and

*IMPORTANT NOTE: You should have regard to the important information section of the prospectus/Offer in this regard. In particular, the prospectus may not be distributed to any person, and the shares may be not offered or sold, in any other countries outside Australia except to the extent permitted as set out in the Offer.*

**Personal Information** refers to information which may be used to reasonably identify Member of our Services. This includes names, addresses, dates of birth, gender, email addresses and telephone numbers. Personal Information may also include information we collect about Member's individual preferences;

**Schedule** means a schedule to this Agreement;

**Securities** has the meaning as in Section 92(1) of the Corporations Act and as amended from time to time, and includes depositary interests in Securities;

**Services** include services provided and controlled by STAX, including but not limited to:

- (a) Financial Services offered by STAX Platform and affiliates; and

- (b) Capital raising services including any incidental services associated with capital raising as required.

**STAX** refers to UH Community trading as STAX Platform (ACN 633 206 470).

**Stock Market** means an entity that operates a stock market within Australia and holds an Australian markets license.

**Member Content** includes all information and/or content that a Member provides, posts and/or is otherwise obtained through the Member accessing our Website and Mobile Application;

**We, Our, Us** and similar terms means STAX (ACN 633 206 470) and our related entities, as changeable from time to time;

**Website** means our Website (stax.exchange) and any other Website we may operate from time to time;

**You** means a Member of our STAX Platform.

## 2. Members Warranties

- (a) Upon becoming a member with STAX, you warrant that you (including each person on whose account you are acting):
  - (i) are a resident of a jurisdiction that permits and is lawful to use our services; or
  - (ii) are not acting and/or representing as a nominee for, or otherwise for the account or benefit of, any Ineligible Persons;
  - (iii) have not and will not disclose in any way the offer document, any Application Form or any other materials regarding the offering of the securities to any Ineligible Persons; and
  - (iv) provide true and accurate information about the primary Country of Residence, State/Territory and Postcode (for Australian residents) or the Region, District/City and Postcode (for Permitted Jurisdictions).

## 3. Overseas individuals

- (a) Use of our services, including the viewing of offer documents, may be restricted by law and persons seeking to use our services should seek advice pertaining to the observation of any relevant restriction.
- (b) Our services are not offered in any jurisdiction or to any person or entity, whom it would be unlawful to do so.

## 4. Member's acknowledgement

### (a) Risks of Investing via STAX Platform

Trading or investing in Securities and other financial products in any market entails risks. You acknowledge and undertake that:

- (i) STAX does not promise that securities advertised will produce positive yield or growth;
- (ii) Nothing on this Website, Mobile Application or any other relevant document constitutes investment, political, legal, business, taxation or other advice nor is any explicit or implied suggestion made that the Securities offer is suitable for your investment goals, financial condition or particular needs;
- (iii) STAX does not provide personalised advice or financial product advice, the provision of advice (if any) will only be of a general nature. Individuals must seek professional independent advice prior to participating in STAX's services;
- (iv) It is your responsibility to consider your personal circumstances and whether investing via STAX is suitable for you;
- (v) You should always seek your own independent professional advice and will rely upon your own judgement about your financial position, needs and objectives when you make an offer to submit an application or when you make an offer to purchase Securities;
- (vi) You should read and understand the relevant terms and conditions of the Offer and Securities being offered and rely only on the Prospectus, Product Disclosure Document, CFS Offer Document and any supplementary or substitute document before making any decision whether to purchase or continue to hold the Securities;
- (vii) An investment in Securities may involve the risk of loss, including capital loss;
- (viii) We do not provide any guarantees regarding the performance or return of any Securities;
- (ix) We do not offer financial advice or accept responsibility for financial advice given by others, including any Application you submitted; and
- (x) Past performance does not constitute an indicator or assurance of future success/performance of the Securities;
- (xi) This Website and Mobile Application in no way constitutes a Securities offer or invitation to make such an offer or an invitation that it would be unlawful to make. It was given for information purposes only and is subject to modification without warning;

**(b) Applying to Invest**

You agree that, if you apply for Securities under an offer advertised by STAX:

- (i) You have fully read and understood STAX's Terms and Conditions; and
- (ii) You have fully read and understood the Terms and Conditions of the offeror; and
- (iii) You have completely read and understand the Offeror's offer document; and

- (iv) You have sought relevant professional advice prior to investing; and
- (v) You have adhered to any restrictions implied by your jurisdiction.

**(c) Consent to Notifications and Correspondences**

By registering as a Member, you consent to receive electronic alerts which may be sent by email, SMS or Push Notifications. Those alerts include the following, but not limited to:

- (i) Welcome message;
- (ii) Email verification requirement;
- (iii) Live offers notifications;
- (iv) Notifications on availability of new Offer related documents;
- (v) Notification of allocations or refunds;
- (vi) General update emails from STAX Platform.

Members can request changes to alerts/notifications including unsubscribing from alerts by contacting STAX at [info@stax.exchange](mailto:info@stax.exchange). Whilst we endeavour to provide information as soon as possible, we take no responsibility of any delayed information.

**5. Member's Account Information and Warranties**

- (a) When establishing an account Members will be required to populate the requested account information with the displayed fields.
- (b) You warrant that:
  - (i) All information populated is genuine and correctly described;
  - (ii) You are authorised to make instructions on behalf of the relevant entity or the individual described in the account;
  - (iii) All information provided is accurate, complete and not misleading and that we may rely on that information;
  - (iv) If you intend to apply for a CSF offer you are not classified as a sophisticated investor or a professional investor in accordance to the *Corporations Act 2001*;
  - (v) You will not apply for a CSF offer if the application, together with all other CSF applications applied by you for shares in the same company in any 12-month period, result in the total amount paid or payable by you exceeding \$10,000; and
  - (vi) You have not engaged in, nor will you participate in any unauthorised activity pursuant to the agreement and/or Australian law.

- (c) You must not engage (or act in conjunction with others to engage) in activity that would be considered to circumvent or exploit the intended purposes of STAX and its services.
- (d) You further acknowledge and agree that if you are in breach of clause 5.3, in addition to other default provisions under these terms and conditions:
  - (i) You agree to any Securities allocated to you being forfeited, cancelled or divested to a third party without your further consent; and
  - (ii) STAX Platform or the Issuer company may apply to the court for the cancellation or divestment of any Securities allocated to you to a third party, without compensation to you and without restricting any other legal remedies or penalties that may apply.

(e) **Disclaimer of Liability**

You agree and accept that we disclaim all responsibility for any loss or harm resulting from being a Member, applying for and allocating Securities, using the Mobile Application and Website or accessing information explicitly or implicitly made or provided by us, to the fullest extent allowed by law, notwithstanding any errors or omissions, including negligence.

**6. Institutional Offers**

- (a) Institutional offers are offers that are only offered to individuals who are considered Sophisticated investors pursuant to the *Corporations Act 2001*.
- (b) Retail investors may not participate in institutional offers.
- (c) Wholesale Investors include Sophisticated Investors and Financial Investors. There could also be some offers for Experienced Investors.
- (d) Members may apply to STAX to receive a sophisticated investor standing provided they meet the requirements of the *Corporations Act 2001*.
- (e) The Investors agree to hold us indemnified for any incorrect classification, or failure to classify in the event that we relied on your information.

**7. Application for an Offer**

- (a) Members must adhere to STAX application rules and well as the Offeror's Terms and Conditions when applying for securities.
- (b) Members are liable for the population of correct and up to date details in the offer application.
- (c) You agree to indemnify and release STAX from any liability pertaining to the loss of opportunity to apply for securities due to incorrect information.
- (d) Members must comply with the rules and pricing schedule for a STAX Platform IPO Offer. The rules are modified as necessary for a STAX Platform Crowd Source Funding Offer or another Offer.

- (e) Payment must be made to the account designated by STAX.
- (f) Payment must be received and cleared in the relevant bank account to be deemed full payment.
- (g) An Application will be rejected if Members fail to comply with the procedures, incomplete documents or failure to make payment. Any other amendments to the application may be allowed where the live offer price has increased above the application price. Any increase in the application price must be made within a current application's total value.
- (h) STAX Platform will always enter the applications to the facility or provide applications to the offeror. There might be delay between the submission time of the Member and the submission time of STAX Platform to the issuer or to the STAX Platform pricing system if the Offer is priced via that system. STAX Platform is not responsible for applications not submitted when the Offer is closed.
- (i) STAX Platform is not responsible for any amendment or cancellation delays between a Member's amendment/cancellation and STAX Platform entering that change into STAX Platform or providing such information to the issuer.
- (j) STAX Platform is entitled to pursue legal action against any Member for consequential damages suffered by STAX Platform, whether directly or indirectly, in the event of the breach of the terms of this Agreement by the Members, or any contravention of the Corporations Act or ASX Operating Rules or failure in payment.
- (k) Following lodgement of an Application, allocation is subject to the terms of the Offer. STAX Platform is not responsible for offeror's allocations including any partially accepted application or rejection of applications.
- (l) STAX Platform does not have any discretion in regard to refunds or the allocation policy of an offer.
- (m) Applications will be dictated by the rules of the offer document.

## **8. Allocation Notifications**

- (a) Members will be informed of the allocation such as when allocation has occurred, applications were scaled back etc.
- (b) Once allocation has occurred, it will represent a final determination and members can:
  - (i) View these details within the investor portal; or
  - (ii) obtain details from the issuer's share registry;
- (c) We do not provide the evidence of title and Members must check the information provided by the Issuer and request rectification from the Issuer as necessary.

- (d) Members will be notified that their application is not successful and will not receive allocation in the following circumstances:
  - (i) late or insufficient payment;
  - (ii) late submission or delayed entry of an application;
  - (iii) the application price is below the final price,
  - (iv) breach or suspected breach of the terms and conditions;
  - (v) failure to meet the eligibility of the Member, or the Member's application is ineligible.

## **9. Refunds**

- (a) Refunds are subject to the terms of the offer.
- (b) Please read the refund Terms of the Offer document if you require a refund.

## **10. Disclosure of fees**

- (a) Unless otherwise notified under the terms and conditions or the terms of the Offer, Members shall not pay STAX Platform fees for submitting an application into an Offer through STAX Platform. This includes submission of any pricing facilities, a request under the CSF Offer on STAX Platform Crowd's application facilities.
- (b) STAX Platform may introduce fees by providing prior notice to members.
- (c) The following fees will apply (and as amended from time to time):
  - (ii) Crowd Source Funding Offer Fees will be disclosed on the relevant offer page, fees may vary from different offers;
  - (iii) Other fees and interests of STAX Platform includes but not limited to fees and securities allocations/derivatives for acting in the capacity as a lead manager or arranger.
- (d) STAX Platform may receive fees from Issuers for advisory work in respect of an Offer, broker stamping fees, reimbursements, mandate fees etc.

## **11. Trademarks and Intellectual Property**

- (a) Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, and written and other materials that are part of the Mobile Application and/or Website are copyrights, trademarks and/or other intellectual properties owned, controlled or licensed by the Mobile Application and/or Website. The Mobile Application and/or Website as a whole is protected by copyright, all worldwide rights, titles and interests in and to which are owned by STAX Platform.



- (b) All other trademarks, service marks, product names and company names or logos appearing on the Mobile Application and/or Website are the property of their respective owners. Any use of such trademarks, service marks, product names and company names or logos, including the reproduction, modification, distribution or republication of same without the prior written permission of the owner of same, is strictly prohibited.
- (c) The materials on the Mobile Application and/or Website, and the Mobile Application and/or Website as a whole, are intended solely for personal, non-commercial use by you. You may download or copy the downloadable materials displayed on the Mobile Application and/or Website for your personal use only.
- (d) No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the materials on the App/Website, the App/Website as a whole, or any related software without the prior written permission of STAX Platform.

## 12. Notice

- (a) Any notice, request, demand or other communication may be sent to your postal, facsimile or electronic address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you:
  - (i) when sent by email, it will be treated as received when it enters your information system;
  - (ii) when sent by postal address, it will be treated as having been received on the second business day after posting; or
  - (iii) when faxed to your facsimile number, it will be treated as received when it is transmitted.

## 13. Termination

- (a) STAX Platform may terminate this Agreement with immediate effect by written notice on its Mobile Application or Website.
- (b) STAX Platform is entitled to refuse registration, terminate or suspend Membership registration or refuse to permit a Member to invest in any Issuer at its sole discretion.
- (c) You may terminate your Membership at any time by providing us with notice via email at [info@stax.exchange](mailto:info@stax.exchange).
- (d) If your Member's registration has been terminated or suspended after you have made an application into an Offer, you will continue to be bound by the terms of that Offer and be obliged to invest.
- (e) Except for the application for an Offer you submitted under clause 19(d), if STAX Platform terminates this Agreement or blocks your use of its platform for future

Offers, STAX Platform can, if any, refund monies held on your account, to your designated account or may pay the monies to the issuer's account, in compliance with the terms of the Offer and subject to applicable laws.

- (f) Upon termination of your Membership registration, you will not be entitled to:
  - (i) view any detailed information of the Offers;
  - (i) sub
  - (ii) scribe for any shares in an Issuer under an Offer.
- (g) Your obligations and liabilities will be released arising after such date of termination except for those obligations that survive termination as set out in this Agreement.
- (h) For avoidance of doubt, you will not be relieved from any liability resulting from any breach of this Agreement happened prior to termination.

#### **14. Dispute Resolution**

- (a) In the event of a dispute, in the absence of evidence to the contrary, STAX Platform's records of electronic or telephone correspondence records shall be definite proof of the email, internet or telephone (as the case may be) contact information between STAX Platform and the Member.
- (b) Dispute resolution will be conducted in the exclusive jurisdiction of Victoria, Australia.

#### **15. Legal Compliance**

You shall use the Mobile Application and Website for lawful purposes only. You shall not transmit through the Mobile Application and Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. We reserve the right, in our sole discretion, to refuse to produce goods and/or to terminate your access to the Mobile Application and Website for any breach of this provision or any other provision of this Agreement.

#### **16. Disclaimer of Liability**

- (a) You acknowledge and agree that use of the Mobile Application and Website is at your sole risk. The Mobile Application and Website is not warranted to be error free or uninterrupted, and there is no warranty as to the results obtained through use of the Mobile Application and Website. This site and all contents of the app are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.
- (b) You acknowledge and agree that, by your use of the Mobile Application and Website, that your use of the Mobile Application and Website is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of the Mobile Application and Website, and that we shall not be liable for any damages of any kind related to your use of the Mobile Application and Website.
- (c) We shall not be liable for:

- (i) indirect, incidental, consequential, reliance or special damages for harm to business, lost profits, lost savings or lost revenues, whether or not we have been advised of the possibility of such damages.
- (iii) any damage that you may suffer arising out of use, or inability to use, the services or products provided hereunder unless such damage is a caused intentional act of STAX Platform.
- (iv) unauthorized access by third parties to your transmission facilities, premises or equipment or for unauthorized access to or alteration, theft, loss or destruction of users' network, systems, applications, data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method.

These limitations of liability shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort, and shall survive failure of an exclusive remedy.

- (d) You agree that, to the maximum extent permitted by law, we disclaim liability for all loss or damage arising as a result of being a Member, applying for and being allocated Securities, using the Mobile Application or Website accessing information expressly or implicitly made or given by us, notwithstanding any error or omission, including negligence.
- (e) The provisions of this clause will survive any transaction completed with you and any change or elimination of this Agreement and/or the Mobile Application and Website.

## **17. Confidentiality**

- (a) Each Party agrees to ensure that the Confidential Information of the other party (Disclosing Party) is kept confidential; notwithstanding the terms of our privacy policy.
- (b) Is there is a discrepancy between this clause and our privacy policy, our privacy policy will take precedence.
- (c) A party who receives the Disclosing Party's Confidential Information (Receiving Party) must not, without the express prior written consent of the Disclosing Party:
  - (i) directly or indirectly divulge or communicate or otherwise disclose the Confidential Information of the Disclosing Party, in whole or part, to any third party; or
  - (ii) use any of the Confidential Information of the Disclosing Party for any purpose other than exercising its rights or fulfilling its obligations under this Agreement.
- (d) A Receiving Party must take all precautions that are reasonably necessary to prevent any unauthorised disclosure of the Disclosing Party's Confidential Information to third parties or unauthorised use of such Confidential Information and shall inform the Disclosing Party of any suspected or actual unauthorised disclosure or use of such Confidential Information.

- (e) A Receiving Party will not be in breach of its obligations with respect to disclosure of the Disclosing Party's Confidential Information if it discloses information that:
  - (i) is, or subsequently enters, the public domain;
  - (ii) it is required to disclose by law; or
  - (iii) was developed independently by it, without the use of any of the Disclosing Party's Confidential Information.

## **18. Indemnity**

- (a) In addition to any other indemnities contained in this Agreement, you agree to indemnify and hold us, the company and our directors, officers, agents, representatives and employees harmless against any actions, claims, demands, proceedings, costs, damages, expenses, liabilities and losses (including without limitation legal costs on a solicitor and client basis) paid, suffered or incurred by us directly or indirectly as a result of:
  - (iv) us undertaking your instructions in respect of any dealings in Securities;
  - (v) any failure by you to comply with these terms and conditions;
  - (vi) your use of STAX Platform or any third party information in violation of these terms and conditions;
  - (vii) any breach of your representations and warranties set forth in these terms and conditions.
- (b) Each indemnity in these terms and conditions is a continuing obligation, which is independent of and separate from your other obligations, and survives termination of these terms and conditions.

## **19. Waiver**

The non-existence of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

## **20. Severance**

Any provision in this Agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this contract or affecting the validity or enforceability of that provision in any other jurisdiction.

## **21. Governing Law**

This Agreement is governed by the laws of the State of Victoria and all parties agree to submit to the exclusive jurisdiction of the courts of the State of Victoria Australia.

## **22. General**

We may from time to time change the rules that govern your use of our Website and Mobile Application. Your use of the Mobile Application and Website following any such change constitutes your agreement to follow and be bound by the rules as changed. We may change, move or delete portions of, or may add to, the Mobile Application and Website from time to time including, but not limited to, content and equipment and/or software needed for access or use.