



## **PLATFORM TRADING RULES**

These Platform Trading Rules (**Platform Trading Rules**) are the terms and conditions of a formal and binding legal agreement (**Agreement**) between:

1. PrimaryMarkets Limited (referred to as **PrimaryMarkets, we, us or our**); and
2. The person who, or by a duly authorised Director or other representative of that person, company or trust has ticked or otherwise marked the box on any page of our website [www.primarymarkets.com](http://www.primarymarkets.com), our mobile app and/or our site (individually and collectively **Platform**) in the manner therein prescribed and thereby evidenced that person's agreement to become a member, buyer, seller, investor, subscriber and/or you or your related entity is raising new capital/equity/debt, or acquiring or selling securities including shares and units (individually and collectively **Trader, User, Member, you or your**).

### **Background:**

- A. PrimaryMarkets is a technology-enabled online trading and investment Platform allowing Sophisticated Investors to identify, evaluate, invest and trade in securities including shares and units in unlisted companies and Funds, respectively in a safe, controlled and efficient online Platform environment as stipulated/disclosed/defined on the Platform (individually or collectively **Shares**).
- B. PrimaryMarkets empowers private/unlisted companies and Traders by providing liquidity on a Global Trading Platform that connects unlisted/private companies/Funds and investors.

### **Agreement:**

1. Pursuant to this Agreement, the Member has, amongst other things, irrevocably instructed PrimaryMarkets to carry out Introductions of Members to each other on and via the Platform as contemplated under these Platform Trading Rules in consideration for the mutual promises and representations contained herein and in consideration of payment by the Member of the fees, expenses and any other monies as set out below and otherwise in accordance with both of PrimaryMarkets' [Website Terms and Conditions of Use](#) and [Privacy Policy](#) (both as published on the Platform and as amended from time to time by PrimaryMarkets in its absolute discretion).

### **Definitions:**

2. The following terms are intended to have the following meanings for the purpose of this Agreement:
  - a. **AFSL** means Australian Financial Services Licence.
  - b. **AML** means anti-money laundering law, regulation regimes in all applicable jurisdictions (as determined by PrimaryMarkets in its absolute discretion).

- c. **ASIC** means the Australian Shares and Investment Commission.
- d. **Buyer** means a person who is a qualified Member with PrimaryMarkets that desires or intends to acquire or subscribe for Shares on the Platform and includes, without limitation, any Related Body Corporate, any Related Person any Related Entity or associate of any of the foregoing persons.
- e. **Company Trading Hub Rules** means the rules for trading a Share in a specific Company Trading Hub as published on the Platform and as amended from time to time by PrimaryMarkets in its absolute discretion.
- f. **Content** means related content, materials, information in the Platform.
- g. **Corporations Law** means the *Corporations Act 2001* (Cth) (Australia).
- h. **CTF** means counter terrorism and financing law, regulation regimes in all applicable jurisdictions (as determined by PrimaryMarkets in its absolute discretion).
- i. **Director** means a director of a Member at any time and from time to time.
- j. **Entity** means an Issuer.
- k. **Escrow Holder** means a duly licenced financial services and/or trustee company that has agreed to hold funds between Buyer and Seller and to distribute those escrow monies as per separate agreement between such parties.
- l. **Experienced Investor** means you must have completed the prescribed Experienced Investor Assessment and Acknowledgment Form as per the requirements of section 708 of the Corporations Law.
- m. **Indemnified Party** means any one of PrimaryMarkets and each of its Related Bodies Corporate and Related Persons.
- n. **Institutional Investor** mean an organisation whose primary purpose is to invest its own assets or those it holds in trust for others and may include fund managers, superannuation funds (industry, government or corporate), life companies, universities and banks.
- o. **Issuer** means a company or Fund whose Shares are promoted as being for sale or purchase or subscription on the Platform.
- p. **Intermediary Member** means a person/entity who is a PrimaryMarkets Member (but not a Buyer Member or Seller Member) and who introduces to PrimaryMarkets and the Platform a Buyer Member or Seller Member to sell/acquire a Share and who is legally entitled to validly introduce such parties to PrimaryMarkets in compliance with their relevant jurisdictional law and regulations.
- q. **Introduction** means any introduction of a Seller Member of a Share to a Buyer Member of that Share effected by PrimaryMarkets that facilitates, enables, causes or results in, whether directly or indirectly, the sale of or other dealing in that Share, including for the sake of clarity, the sale in or other dealing with a Share between the Seller Member and the Buyer Member and without limitation includes the subscription of new monies to a Seller Member of the issuance of new Shares.

- r. **Introduction Fee or Fees** has the meaning given to that term as set out herein.
- s. **Issuer** means the company, Fund or other entity that issues a Share.
- t. **Investing Entity** means the nominated investing vehicle of a Member being one or more of person, company or fund.
- u. **Investor Status** means compliance with the statutory requirement to collect and verify information on all users of the Platform in order to comply with legislation and regulations regarding AML, CTF, KYC plus ensure that only Sophisticated Investors are permitted to access and to trade on our Platform.
- v. **KYC** means know-your-client law, regulation regimes in all applicable jurisdictions (as determined by PrimaryMarkets in its absolute discretion).
- w. **Platform** means the website <http://www.primarymarkets.com>, mobile app, site and all other electronic and other electronic and physical offering by PrimaryMarkets as amended from time to time.
- x. **PrimaryMarkets** means PrimaryMarkets Limited ABN 24 136 368 244 and, to the extent the context requires, any Related Body Corporate or Related Person of that company.
- y. **PrimaryMarkets Account** means the Member account with PrimaryMarkets enabling use of the Platform.
- z. **Private Trading Hub** means a listing by an Issuer on the Platform for the sale and purchase of its Shares.
- aa. **Matched Trade** means when a Trader's bid notice (volume and price) and a Trader's offer notice (volume and price) for the sale/purchase of Shares has been agreed between the two Traders and confirmed by PrimaryMarkets as being ready to be executed and settled.
- bb. **Member** means an individual or joint Buyer, Seller, investor, subscriber and/or you or your related entity which is raising new capital/equity/debt who or that has completed an agreement or agreements with PrimaryMarkets and by doing so, qualified or entitled that person to access to and use of the Platform and other introduction services provided by PrimaryMarkets from time to time, and who or that may be referred to in this Agreement as a Buyer Member, Seller Member or Intermediary Member, respectively, and the term Membership will have a corresponding meaning.
- cc. **Party** means any party to this Agreement and any of their successors or permitted assigns.
- dd. **Person** means and includes an individual, body corporate or any other entity that is legally capable to sue or be sued.
- ee. **Professional Investor** means you must hold an ASIC issued AFSL or have or control net assets of A\$10M or more.
- ff. **Purchase Consideration** means the flow of funds from Buyer to Seller in respect of the sale of Shares.

- gg. **Related Body Corporate** means an entity that controls a company including its Directors, their spouses or an entity that acts in concert with the company on the understanding that the related party will receive a financial benefit if the company gives the entity a financial benefit.
- hh. **Related Entity** means an entity that controls a company including its Directors, their spouses or an entity that acts in concert with the company on the understanding that the related party will receive a financial benefit if the company gives the entity a financial benefit.
- ii. **Related Person** means any one of a Relevant Party's directors, officers, employees, servants, agents, consultants or advisors.
- jj. **Sale** means the transfer of Share from Seller Member to Buyer Member and the extent applicable the subscription for and allotment of a Share.
- kk. **Sale Period** means the agreed date of completion of a Sale and if not specified then expiry being such date as is specified by PrimaryMarkets after the Buyer Member's confirmation of terms of purchase being agreed.
- ll. **Share** or **Shares** means any financial instrument offered for sale on the Platform, including, without limitation, investments, shares, any type of company share (e.g. ordinary shares, preference shares, options, warrants and the like), units in trusts, limited and general partner interests, interests in syndicates and securities whether issued, or investments and Shares to be issued being listed on the Platform or otherwise promoted for sale or dealing with.
- mm. **Share Breach** means when a Member's Share details have been compromised or if a Member become aware of any fraud or attempted fraud or any other Share incident (including a cyber-Share attack) in relation to a PrimaryMarkets Account.
- nn. **Seller** means a person who has completed an agreement or agreements with PrimaryMarkets that in doing so, qualified that person as a Seller Member of PrimaryMarkets, and includes any Related Body Corporate, any Related Person, or any Related Entity or associate of any of the foregoing persons, who is an owner (sole or joint), a trustee, a beneficiary, an administrator or an executor (as applicable) of a Share as listed by any of the foregoing on the Platform.
- oo. **Services** mean the activities provided by PrimaryMarkets as set out in this Agreement.
- pp. **Sophisticated Investor** means a person or a business entity with a special status under applicable financial regulation laws who is allowed to deal in Shares that may not be registered with financial authorities and includes high net worth individuals, banks, financial institutions, large corporations, brokers and trusts. The definition of a Sophisticated Investor and the consequences of being classified as such vary between countries. In Australia, the term "Sophisticated Investor" is defined in section 708 of the Corporations Law as:
- i. You must have gross personal income over the last 2 years of A\$250,000+ or net assets of A\$2.5M+; and also includes for the Platform purposes:

- ii. You are an Institutional Investor, Experienced Investor or Professional Investor – you are an organisation whose primary purpose is to invest its own assets or those it holds in trust for others and may include fund managers, superannuation funds (industry, government or corporate), life companies, universities and banks.
- qq. **Sophisticated Investor Status** means PrimaryMarkets identity checks on you to ensure compliance with:
- i. Anti-Money Laundering (**AML**).
  - ii. Know Your Customer (**KYC**).
  - iii. Counter-Terrorism Financing (**CTF**).
  - iv. Sophisticated Investor Validation, and
  - v. Any other applicable legislation or regulation.
- rr. **Termination Date** means the date on which this Agreement is terminated in accordance with these terms and conditions.
- ss. **Transfer Documents** means the documents specified or required to transfer title in or to Shares.

### **Sophisticated Investor**

3. The Member unconditionally agrees and acknowledges and irrevocably represents, warrants and undertakes to PrimaryMarkets and in each case for the benefit of PrimaryMarkets that:
- a. The Platform and PrimaryMarkets' Introduction services are made available to the Member on the basis and in reliance upon the representations by the Member that he/she/it is a Sophisticated Investor.
  - b. The Member is a Sophisticated Investor and has provided or will provide all documentation that PrimaryMarkets requires in order to establish to its satisfaction that the Member fully qualifies as a Sophisticated Investor.
  - c. Without limitation to the provisions of paragraph (b) Immediately above, the Member will provide to PrimaryMarkets the duly completed Investor Status and all other documentation and evidence requested by PrimaryMarkets to satisfy any obligation of PrimaryMarkets in any manner, in relation to any of the KYC, AML, CTF law, regulations and legislative regimes.
  - d. The Member has complied and will continue to comply with the requirements of the Terms and Conditions in relation to the Platform and any transaction involving a Share.
  - e. The Member has the power and authority to enter into and perform all its obligations and duties as set out in this Agreement and that the performance by the Member of its obligations will not breach any applicable law or regulations.
  - f. The Platform is made available to the Member personally and the Member may only pass on details of a Share to another person (other than Related Bodies Corporate and/or Related Persons of the Buyer) only with PrimaryMarkets' prior written consent.

- g. The Member has made or will make its own enquiries and assessment of a Share and does not rely on any statement or publication made by PrimaryMarkets in relation to a Share or otherwise.
- h. PrimaryMarkets makes no recommendation to the Member as to whether the Member should participate in any transaction in respect of a Share, nor does it make any representation or warrant to the Member concerning the merits of a Share generally, including but not limited to the value of any Share or the risks of participating in a transaction.
- i. The Member has not relied nor will rely upon:
  - i. Any recommendation or statement from a Member or PrimaryMarkets in deciding whether or not to sell/purchase or otherwise deal in a Share.
  - ii. Any information provided to the Member by or on behalf PrimaryMarkets.
- j. Before selling or acquiring a Share, the Member will consider, with the assistance of independent financial, legal and other advisers, whether the potential sale or acquisition is appropriate for the Member in light of the particular investment needs, objectives and financial circumstances of the Member.
- k. The Member is a person to whom an invitation or offer to acquire the Share is permitted by the laws of the jurisdiction in which the Member is ordinarily resident or from where the Member accessed the Platform and the Member is a person to whom the Share can lawfully be offered and purchased by or otherwise dealt with under all applicable laws or regulations of that jurisdiction, without the need for any registration or lodgement.
- l. Except for any liability which cannot by law be excluded, PrimaryMarkets does not accept any responsibility in relation to the Share if the Member proceeds to sell or acquire a Share the Member is making an investment decision based solely on its own investigations of the Share and the Member (including in relation to title to and/or ownership of the Share) and in doing so, places no reliance whatsoever nor in any manner on PrimaryMarkets.

**Account Setup:**

- 4. To use the Platform, you will need to register for a PrimaryMarkets Account by providing information including your name, email address and a password and accepting the terms of this Agreement.
- 5. By using a PrimaryMarkets Account, you agree and represent that you will use the Platform only for yourself, and not on behalf of any third party, unless you have obtained prior written approval from PrimaryMarkets and the third party. You are fully responsible for all activity that occurs under your PrimaryMarkets Account. We may, in our sole discretion, refuse to open a PrimaryMarkets Account for you, or limit the number of PrimaryMarkets Accounts that you may hold or suspend or terminate any PrimaryMarkets Account or the trading of specific Shares in your account for any reason, without the need to provide you with any reasons.

6. If permitted by PrimaryMarkets from time to time, you may grant express permission to a third party to access or connect to your PrimaryMarkets Account(s), either through the third party's product or service or through the Platform, you acknowledge that:
  - a. Granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities or obligations under this Agreement.
  - b. You are fully responsible for all acts or omissions of any third party with access to your PrimaryMarkets Account(s) and any action of such third party shall be considered to be an action authorised by you.
  - c. Further, you acknowledge and agree that you will not hold PrimaryMarkets liable or responsible for, and will fully indemnify PrimaryMarkets from, any and all liability arising out of or related to any act or omission of any third party with access to your PrimaryMarkets Account(s).
  - d. You may change or remove permissions granted by you to third parties with respect to your PrimaryMarkets Account(s) at any time through the tabs on the 'Settings' page on the Platform.
7. You agree to provide us with the information we request for the purposes of identity verification and the detection of AML, KYC, CTF, fraud, or any other financial crime and permit us to keep a record of any such information. You will need to complete certain verification procedures before you are permitted to start using the Platform and to access specific functions of the Platform including certain transfers of Shares and your use of the Platform may be altered as a result of information collected on an ongoing basis.
8. The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with our Privacy Policy.
9. In order to access PrimaryMarkets Services you will be required to create or will be given access details, including a username and password. You are responsible for keeping the electronic device through which you access PrimaryMarkets Services safe and maintaining adequate control of any and all access details that you use to access the PrimaryMarkets Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is both encrypted and password protected.
10. Any loss or compromise of your electronic device or your access details may result in unauthorised access to your PrimaryMarkets Account by third-parties. You must keep your access details safe at all times. For example, you should not write them down or otherwise make them visible to others.

11. You should never allow remote access or share your computer screen with someone else when you are logged on to your PrimaryMarkets Account. PrimaryMarkets will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes or to screen share or otherwise seek to access your computer or account. You should not provide your details to any third party for the purposes of remotely accessing your account unless specifically authorised. Always log into your PrimaryMarkets Account through the Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.
12. We assume no liability or responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of PrimaryMarkets and/or failure to follow the requirements set out in this Agreement or follow or act on any notices or alerts that we may send to you.
13. In order to access PrimaryMarkets Services you are required to provide an email address and create a password. PrimaryMarkets offers second factor authentication via a user's mobile device (Short Message Service or a supported Time-based One Time Password Platform). A verified phone number is required to enable second factor authentication via SMS. Users are responsible for keeping electronic devices through which PrimaryMarkets Services is accessed safe and maintaining adequate control of any and all details that are used to access the PrimaryMarkets Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or access details may result in unauthorised access of a user's PrimaryMarkets Account by third-parties.
14. If you suspect that your PrimaryMarkets Account or any of your access details have been compromised or if you become aware of a Share Breach affecting you and / or PrimaryMarkets you must:
  - a. Notify PrimaryMarkets Support as soon as possible at [info@primarymarkets.com](mailto:info@primarymarkets.com).
  - b. Continue to provide us with accurate and up to date information throughout the duration of the Share Breach.
  - c. You must take any steps that we reasonably require to reduce, manage or report any Share Breach.
15. Failure to provide prompt notification of any Share Breach may be considered in our determination of the appropriate resolution of the matter.
16. PrimaryMarkets is not liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from us.

### **Representations and Warranties**

17. The obligation of PrimaryMarkets to perform all or any of the obligations pursuant to this Agreement is and will remain conditional upon the Member warranting, representing and



undertaking to PrimaryMarkets that the Member, to the extent relevant and applicable that the Member:

- a. Has at all times complete and sufficient authority and power to enter into, execute, deliver and perform its obligations under this Agreement.
- b. In relation to any Share offered on the Platform for sale by a Member, the Member is at all times the bona fide legal owner of the Share.
- c. By performing any of the acts or proposed acts required to be performed pursuant to the provisions of this Agreement, or any other acts that are performed whether under this Agreement or as a result of their conduct on the Platform, will not breach or infringe (or cause PrimaryMarkets to breach or infringe) any law or regulation including without limitation, of any relevant Corporations Law or regulation.
- d. Will fully comply with all relevant legislation in relation to the conduct of the affairs of the Member and, to the extent applicable, PrimaryMarkets in the course of performing any and each of its obligations and liabilities under the terms and conditions of this Agreement.
- e. Has and will have at all times established procedures in order to ensure the continued compliance with the requirements of all applicable Australian and overseas laws and regulations and will maintain and operate those procedures in accordance with their requirements.
- f. Has not and will not engage in conduct that is misleading or deceptive or is likely to mislead or deceive in relation to any Share or otherwise.
- g. Will keep PrimaryMarkets fully informed at all times and in a timely and complete manner, as to the progress and/or completion of the sale or purchase of any Share and or any and all current and future dealings with any Member concerning the sale or purchase of any Share, for a period of at least 2 years from the date of the first introduction by PrimaryMarkets of any other Member and their Related Bodies Corporate and Related Persons to the Member.
- h. Unconditionally agrees and acknowledges that:
  - i. PrimaryMarkets and the Member will be and remain entitled to make any decisions and take any actions of under or in respect of a Share (or Matched Trade) including, but not limited to, any amendment of the price or otherwise any terms of sale.
  - ii. This Agreement constitutes the entire agreement between the Member and PrimaryMarkets to the exclusion of all prior warranties, representations, understandings and agreements between the Member and PrimaryMarkets.
- i. Agrees to be legally bound by this Agreement, the Website Terms and Conditions of Use and Privacy Policy that govern the Member's access to and use of the Platform and the relationship as between the Member and PrimaryMarkets.
- j. Will, in performing its obligations and duties under this Agreement comply with, and ensure that all of its respective personnel also comply with, and must not do or omit to

do (and must ensure that all of its personnel do not do or omit to do) anything which could cause PrimaryMarkets to breach any provisions or any relevant privacy law or regulation in respect of all personal information that the Member or PrimaryMarkets collects, uses discloses and otherwise handles in the course of or in connection with this Agreement or the promotion for sale, actual sale or purchase, of any Share;

- k. In relation to a Share, or any Matched Trade (or other transaction entered into by the Member), the Member unconditionally agrees and acknowledges that:
  - i. PrimaryMarkets is an introduction service (through means that include listings, publications and advertisements on the Platform).
  - ii. In relation to any listing of an Share on the Platform it requires that unless otherwise agreed by PrimaryMarkets (in its absolute discretion) a Member is be an Sophisticated Investor, so if the counterparty Member introduced by PrimaryMarkets to a Member is not yet established as an Sophisticated Investor then the Member undertakes that he/she/it will not complete any sale or other dealing in the Share with such Member, including without limitation the entry into of any formal documentation in relation to a transaction of the Share until that Member is established with PrimaryMarkets as an Sophisticated Investor.
  - iii. The Member will sign all documents, do all acts and provide all necessary documentation to PrimaryMarkets and/or the counterparty Member to ensure that the Member becomes established as a Sophisticated Investor either (or both) prior to the Member dealing in the Share and/or immediately upon receiving a direction of or request from PrimaryMarkets to do so.
  - iv. Its consideration of the Share offered by a Member and the entry into any subsequent negotiations and transactions with a Member has been undertaken in accordance with and reflects this Agreement.
18. PrimaryMarkets has entered into this Agreement in reliance on the representations, warranties, acknowledgements and undertakings given by the Member in this Agreement and that the Member will, when required to, do so by PrimaryMarkets:
  - a. Keep PrimaryMarkets informed, in a timely and complete manner, of any and all material changes to the Member's position as a Sophisticated Investor.
  - b. Not refer to PrimaryMarkets in any publication, advertisement or document or social media platform or chat forum or the like (whether in written, verbal, electronic or any other form) to be distributed to third parties without PrimaryMarkets' prior written consent.
  - c. In relation to any Share listed or that is proposed to be displayed on the Platform the Member agrees and acknowledges that:
    - i. The description, proposed sale price and volume of Shares for sale (if any) and proposed terms and conditions (if any) of any proposed sale of that Share have been determined by the Seller Member and may be varied and/or amended from time to time without notice and in the Seller Member's discretion.

- ii. PrimaryMarkets at all times has the right to amend and/or adjust, at PrimaryMarkets' absolute discretion, any and all disclosures and descriptions in relation to any Share in order to ensure or seek to ensure PrimaryMarkets', the Seller Member's and/or any other person's compliance with any law, including the Corporations Act and the any other law or regulations or direction of a regulatory body, and further including without limitation the right to remove names, logos and/or trademarks, to filter, amend, redact, and/or summarise any details or descriptions.
  - iii. The sale price and other terms and conditions of the sale of a Share will be finalised between the Members in due course.
  - iv. The offer and/or sale of the Share will not be made pursuant to a prospectus or disclosure document that is or is required to be compliant with the provisions of the Corporations Act and the any other relevant law.
19. By entering into this Agreement and becoming a Member the Member irrevocably warrants to, acknowledges and agrees with PrimaryMarkets that:
- a. All information disclosed to the Member on the Platform or otherwise by PrimaryMarkets, including without limitation the identity of potential Buyers and/or Sellers of a Share is strictly confidential and must be kept confidential by the Member.
  - b. PrimaryMarkets has not provided, will not provide and is not required to provide, to either the Buyer or the Seller (or any other person) with any financial product advice, personal advice or recommendation.
  - c. PrimaryMarkets does not make a market and will not operate a market or marketplace (as defined and described in any relevant law or regulation) in relation to any Share.
  - d. You are taken to have represented and warranted for the benefit of PrimaryMarkets each of the various representations and warranties set out in this Agreement.
  - e. You have obtained such independent legal, financial and tax advice as you deem appropriate before interacting and dealing on the Platform or with PrimaryMarkets.
  - f. You have the power and authority to transact on the Platform and to be bound by and perform this Agreement.
  - g. A holding of Shares may be highly illiquid and not be easily disposed of and that there is no guarantee that the value of Shares will go up or provide any return to their holder, including no return of the capital invested.
  - h. You are a person to whom an offer of Shares could be made without the need for a disclosure document under the provisions of any legislation or regulations.
  - i. You understand that you must do my own due diligence, read the investment documents including obtaining additional information, opinions, financial projections, legal or other investment advice and that investing in Shares in private companies and unlisted companies and Funds is speculative and involves a high degree of risk. You are prepared to withstand a total loss of your investment.

- j. You understand that your purchase of Shares may not be successful or that the quantity and or price that you initially bid may be different to the quantity and or price that you finally decide to transact at.
  - k. You understand that in some circumstances you may not be acquiring a direct interest in the underlying Shares but rather you may be purchasing a different interest as evidenced in the transaction documentation.
  - l. You represent that you have used the Platform without active solicitation from PrimaryMarkets.
  - m. PrimaryMarkets reserves the right to reject any bid or offer on the Platform in its absolute discretion and for any reason.
  - n. You warrant that any trade request on the Platform is subject to these Platform Trading Rules, this Agreement, the Privacy Policy and Website Terms and Conditions of Use and is an indicative offer/bid until it has been confirmed to you by PrimaryMarkets.
  - o. Subject to the other provisions of these Platform Trading Rules, it is the responsibility of a Member to negotiate and agree all terms, including price, of any sale and purchase of Shares.
  - p. PrimaryMarkets has no more than administrative roles under the terms of these Platform Trading Rules to help facilitate the transaction rather than as a representative or advisor for Members.
  - q. PrimaryMarkets is not a party to the sale/purchase of any Share and does not intermeditate, perform any novation or custodial services or otherwise guarantee the performance of any counterparty to complete any Matched Trade or any other transaction.
  - r. Where the Member uses a lawyer or other professional advisor in relation to this transaction the Member will immediately let PrimaryMarkets know the relevant details and will be wholly responsible for the payment of all fees and expenses so incurred.
20. Notwithstanding anything contained herein to the contrary and without limiting any other remedies available to PrimaryMarkets and without the need for any prior notice to the Member (written or otherwise), PrimaryMarkets may at any time and for any reason (in its absolute discretion) limit, suspend or terminate any one or more or all of:
- a. Access of any person/entity to the Platform and the persons/entities' Membership account(s).
  - b. The Services of PrimaryMarkets.
  - c. the Membership of any person or entity.
  - d. The listing of a Share on the Platform.
  - e. Any service of seeking and providing Introductions for a Share.

- f. Prohibit access to or use of any PrimaryMarkets Services.
- g. Delay or remove hosted content from the Platform.
- h. Take all technical, practical and legal steps to exclude the Member and/or any Share from access to or the use of the Platform.
- i. In its absolute discretion, suspend or terminate Membership account(s) of any Member including but not limited to Members who refuse to complete a transaction, or breach any term of this Agreement or infringe any intellectual property rights or other rights of PrimaryMarkets or any third party.
- j. Cancel any Membership for any reason including but not limited to being inactive for a prescribed period of time or to modify or discontinue any PrimaryMarkets services.

### **Trading**

21. Notwithstanding anything contained herein to the contrary the Member:
- a. When placing an order or request on the Platform each Member irrevocably warrants to PrimaryMarkets that:
    - i. You understand that you must do your own due diligence, read the investment documents including obtaining additional information, opinions, financial projections, legal or other investment advice as you deem appropriate and that investing in Shares in private and unlisted companies and Funds is speculative and involves a high degree of risk. You are prepared to withstand a total loss of your investment.
    - ii. You understand that your purchase of Shares may not be successful or that the quality bid for may be less than the quantity you finally transact.
    - iii. You understand that you may not be acquiring a direct interest in the underlying Shares but rather you may be purchasing a different interest as evidenced in the transaction documentation.
    - iv. PrimaryMarkets reserves the right to reject any bid or offer on the Platform in its absolute discretion.
    - v. You warrant that your trade request is subject to the provisions of this Agreement, the PrimaryMarkets Privacy and Website Terms and Conditions of Use and is an indicative offer/bid until it has been confirmed to you by PrimaryMarkets. For the avoidance of doubt, to the extent of any inconsistency or conflict, the provisions of any specific Trading Rules for any Private Trading Hubs such as Company Trading Hub Rules take priority over and supersede the aforementioned documents and this Agreement.
  - b. Acknowledges and accepts that:

- i. The Buyer Member will promptly complete the purchase of the Share upon a Matched Trade and/or becoming committed on terms agreed to with an applicable Seller Member in the chronological order in which the Buyer Member becomes committed in respect of multiple purchase of Share from various Sellers as and when agreed to by an applicable Seller Member.
  - ii. The Seller Member will promptly complete the sale of the Share upon a Matched Trade and/or becoming committed on terms agreed to with an applicable Buyer Member in the chronological order in which the Seller Member becomes committed in respect of multiple purchase of Share from various Sellers as and when agreed to by an applicable Buyer Member.
  - iii. When the sale or purchase of a Share involves Escrow Services including those offered by PrimaryMarkets the Buyer Member will pay the total amount of the Purchase Consideration in immediately available cleared funds by depositing in accordance with the invitation that will be sent to the Buyer Member by PrimaryMarkets or the Escrow Holder on or before the time notified by PrimaryMarkets to do so.
  - iv. The Buyer Member authorises and irrevocably directs the Escrow Holder of the proceeds of sale to make payment of funds out of its escrow account in relation to the Buyer's purchase of the Share and to release and pay to:
    - A. PrimaryMarkets all monies properly due to PrimaryMarkets upon the sale of the Share; and
    - B. Pay into the Seller's bank account the balance of the proceeds of sale held in the escrow account.
- c. Accepts that the Buyer Member will not have any basis or cause for claim or complaint against PrimaryMarkets if, for any reason whatsoever, completion of the acquisition of all or any Share by the Buyer Member does not occur prior to the expiry of the anticipated sale period;
  - d. Authorises and irrevocably agrees to pay to the Seller Member, or as the Seller Member may direct, all of the Purchase Consideration otherwise payable to the Seller Member in respect of the Sale Shares, upon the delivery to the Buyer Member or a nominee of the Buyer Member, of:
    - i. A standard transfer form in respect of all of the Sale Shares that are being sold by the Seller Member, duly executed by the Seller Member.
    - ii. Either:
      - A. Written confirmation of Seller Member's ownership/shareholding by or the Seller Member or where an Entity, by the Entity's company Secretary; and/or
      - B. The original title certificate(s) in respect of all of the Sale Shares being sold by the Seller Member.

C. If any of those title certificates are lost or destroyed or the Seller Member claims that to be the case, a statutory declaration, undertaking or indemnity, given by the Seller Member for the benefit of the Buyer Member and otherwise to that effect.

- e. Acknowledges and directs the Seller Member that if:
- i. Completion of the sale of any or all the Sale Shares has not occurred on or before the Sale Period; and
  - ii. The Buyer Member has not notified the Seller Member in writing that it has agreed to an extension of the duration of the Sale Period and the material details of that agreement, then

the Seller Member will, if directed by either the Buyer Member or PrimaryMarkets to do so, return all monies deposited by the Buyer Member as consideration for the unsold Sale Shares without interest.

- f. The Seller shall deliver, within a reasonable time after receipt by the Seller of the Purchase Consideration and all Transfer Documents, to the Entity's company secretary or such other person or organisation who or that controls and maintains the members' register for the Entity, all Transfer Documents for the purpose of seeking that company secretary, person or organisation:
- i. Register the transfer of the ownership and title of all Sale Shares from the Seller Member into the name of the Buyer Member.
  - ii. Issue new and/or varied certificates or holding statements to the Buyer Member and the Seller Member as is required, as a consequence of affecting that registration.
- g. When the Member enters into any formal documentation for a transaction, it thereby creates a legally binding contract between itself and the applicable other Member, and each Member to the transaction must ensure that it complies with all its obligations to that other Member under the terms and conditions of that documentation;
- h. If any Member breaches any obligation to another Member, then the affected Member (and not PrimaryMarkets), is and will be responsible for enforcing any rights that the affected Member may have against that other breaching Member as a result of that breach.
- i. The Member alone, and not PrimaryMarkets, is responsible for ensuring that its sale and/or purchase or any other activities that it conducts including on the Platform are lawful.
- j. The Member must ensure that it complies with all applicable laws and regulations in each and every relevant jurisdiction.
- k. The Member must ensure that it strictly complies with all the provisions of this Agreement and the policies which form part of this Agreement.

- l. PrimaryMarkets does not and will not take ownership of any Share at any time and does not deal with or transfer legal or beneficial ownership of any Share or funds from a Seller Member to a Buyer Member or vice versa.
- m. PrimaryMarkets does not guarantee continuous or secure access to the PrimaryMarkets services or the Platform which may be interfered with or prohibited by numerous factors, including those outside the control of PrimaryMarkets.
- n. Neither this Agreement nor any provision of the Platform Trading Rules and any Company Hub Trading Rules are and or establish, a financial market or securities exchange and PrimaryMarkets is not carrying on a financial services business.
- o. It is the responsibility of PrimaryMarkets, in conjunction with the Members to help facilitate the terms, including volume and price of any sale and purchase of Shares however PrimaryMarkets provides no advice and accepts no liability or responsibility for any decision made by any Member.
- p. Neither PrimaryMarkets nor any of their directors, officers, employees or contractors accept any responsibility for any sale or purchase of Shares.
- q. Neither these Platform Trading Rules nor the Platform are a facility through which offers can be made or accepted automatically. PrimaryMarkets has no more than an oversight role under the terms of these Platform Trading Rules.
- r. PrimaryMarkets cannot and does not provide advice to any person regarding the acquisition, sale or holding of Shares or any other financial products.
- s. By taking the administrative actions under these Platform Trading Rules or registering any transfer of Shares PrimaryMarkets is not dealing or arranging for another person to deal in Shares. If any person is uncertain regarding the acquisition, sale or holding of Shares, PrimaryMarkets recommends that the person seek their own professional legal and financial advice.
- t. PrimaryMarkets is not the agent of and has no authority to negotiate on behalf of any person wishing to buy or sell Shares.
- u. Subject to privacy considerations, PrimaryMarkets may (but is not obliged to) indicate the prices and volumes at which Shares have been sold in the past. However, that information does not constitute advice or a recommendation as to whether Shares should or could be sold or purchased or the price at which Shares should or may be sold or purchased.
- v. All sale and purchase transactions in accordance with these Platform Trading Rules are entered into between Sellers and Buyers without the advice or intervention of the PrimaryMarkets. PrimaryMarkets expressly states that any indication as to the price at which Shares may have been sold in the past may not be a complete or accurate indication of the actual price or the full consideration received in connection with any sale of Shares or the value of Shares.
- w. Offers or invitations to offer to buy or sell Shares cannot be made by means of these Platform Trading Rules as if they were a Share on a stock exchange.



- x. All people, including Members, who take advantage of the processes set out in these Platform Trading Rules or the Platform and or who seek from PrimaryMarkets an indication of prices paid for Shares in the past do so at their own risk and they release and indemnify PrimaryMarkets against any claim, damage, loss or cost whatever in connection with any and all those matters.
  - y. PrimaryMarkets is not conducting a financial services business and is not providing advice or dealing in, or arranging for another to deal in, financial products. It is the responsibility of all Members to ensure their compliance with all relevant laws and regulations.
  - z. PrimaryMarkets has and does not make any recommendation as to whether Members should participate in trading on the Platform.
  - aa. Nothing in these terms and conditions constitutes financial product advice. The Platform has been established without considering any person's objectives, financial situation or needs.
  - bb. All Members should seek professional advice from their broker-dealer, attorney, accountant or other independent professional advisor before deciding to buy or sell Shares using the Platform.
  - cc. All information and communication between the Member and PrimaryMarkets is confidential and must not be disclosed to or published on any social media platform, chat room or forum. This includes, without limitation, information on pricing, transactions and names of PrimaryMarkets personnel.
22. In addition to the above:
- a. Direct payments between a Buyer Member and a Seller Member cannot be disclosed on the Platform.
  - b. To carry out a Share Transaction using direct payment you must follow the relevant instructions on the Platform or as otherwise directed by PrimaryMarkets.
  - c. Where a purchase of Share is initiated from your PrimaryMarkets Account using your credentials, we will assume that you authorised such transaction, unless you notify us in writing otherwise.
  - d. If you believe that a transaction using your Account has been carried out that you did not authorise (an **Unauthorised Transaction**), or if you have reason to believe that a transaction using your Account has been incorrectly carried out or is not complete (an **Incorrect Transaction**), you must contact us in writing as soon as possible, and in any case no later than 6 months after the Unauthorised Transaction or Incorrect Transaction occurred.
  - e. It is important that you regularly check your Account and your transaction history to ensure any Unauthorised Transactions or Incorrect Transactions are identified and notified to us at the earliest possible opportunity.
  - f. We are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions unless you have notified us in writing.

- g. We are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions if you have acted fraudulently, intentionally or with gross negligence and this has resulted in the Unauthorised Transactions or Incorrect Transactions.
  - h. During any investigation of any actual or potential Unauthorised Transactions or Incorrect Transactions, we reserve the right to suspend your PrimaryMarkets Account to avoid further losses.
  - i. Irrespective of our liability, on your written request, we will try to trace any Incorrect Transaction initiated by you. However, we cannot guarantee that we will be able to trace such transactions.
23. PrimaryMarkets does not and will not, other than as disclosed in the Platform,:
- a. Have an interest in any Share; or
  - b. Have an interest in any Intermediary Member that may buy or have as a client any person that buys any Share.
  - c. In either of the abovementioned circumstances, PrimaryMarkets will be entitled to earn and be paid an Introduction Fee or any other fee or expense, as agreed between PrimaryMarkets and the Member or other person selling a Share, arising from the sale/purchase of any Share.

### Information

24. Any information about the Share provided by a Member to a counterparty Member must not be reproduced or transmitted to or discussed with any other person (other than the Member's Related Persons on a need to know basis) at any time whatsoever without the prior written consent of the Member. This clause does not apply to any information which:
- a. Is generally available to the public (other than as a result of wrongful disclosure); or
  - b. Is required to be disclosed by any law, listing rules of any exchange and/or any regulatory authority (but only to the extent so required); or
  - c. Is required to give effect to the transfer of ownership of a Share or complete a Transaction
25. PrimaryMarkets makes no representations or warranties in this Agreement in relation to any Share, its suitability or otherwise to the Buyer and does not assume any obligations or incur any liabilities under this Agreement in respect of any Share.
26. PrimaryMarkets is:
- a. Entitled to rely on and assume that all information provided to it by or on behalf of the Member or that is produced by or on behalf of the Member, is accurate, correct, complete and current and is not misleading or deceptive.
  - b. Under no obligation to verify independently any information or data as provided from any Member to or otherwise obtained by PrimaryMarkets.

- c. Under no obligation to determine whether there has been, or to investigate, any change in any such information occurring after the date that it was provided to or obtained by PrimaryMarkets.
27. A Member must immediately notify PrimaryMarkets if and when the Member becomes aware:
- a. That any financial or other information provided to the Member by another Member, or by the Member to PrimaryMarkets, or that was provided on behalf of the Member (whether written or verbal) is not complete or accurate or is false or misleading.
  - b. Of any and all material changes to any information provided to the Member by or on behalf of another Member.

### **Fees**

28. The Member hereby acknowledges and accepts that PrimaryMarkets is entitled to earn Introduction Fees (in amounts or percentages as notified to them by PrimaryMarkets from time to time in its absolute discretion) as payable by the Member or any other expense or fee, as agreed between PrimaryMarkets and the Member or any other person dealing in a Share. In the event of no other specific amounts or percentages being notified by PrimaryMarkets then it is agreed that the default Introduction Fee, unless otherwise stipulated, shall be:
- a. For sale of Shares – 6% (plus GST if applicable) on gross proceeds of sale.
  - b. For subscription of new equity/debt/capital in an Issuer – 6% (plus GST if applicable on gross subscription monies).
  - c. AML/KYC/CTF verification for Australian parties to a Transaction – A\$350.00 (plus GST if applicable) per Member.
  - d. Escrow Services for Australian parties to a Transaction – A\$350.00 (plus GST if applicable).
29. The fees payable by a Member will be deducted from the funds otherwise due to a Member who transacts through the Platform.
30. The Member unconditionally agrees and acknowledges with PrimaryMarkets that PrimaryMarkets shall be paid by the Member an Introduction Fee in respect of the sale, purchase of, or other dealing in, a Share, and the dollar amount of that fee will have been determined and will be payable to PrimaryMarkets in accordance with the provisions of these Platform Trading Rules or as otherwise agreed or disclosed in respect of that particular Transaction.
31. The Introduction Fee will become due and payable to PrimaryMarkets immediately upon the Member, any shareholder or shareholders of the Member, any entity controlled by a shareholder of the Member which owns and/or operates the Share, or by any person who or that is associated with or controls the Member, completing any transaction(s) with another Member in relation to a Share irrespective of whether or not:
- a. The terms and conditions of any such transaction and/or the parties to any such transaction include, without limitation:

- i. Multiple tranches for payment of the Share transaction value in connection with the sale of a Share and any or all of which tranches are paid over a period or periods of time.
    - ii. Any and all forms of transaction including any agreement, understanding, arrangement, sale/purchase, option and the like, whether in written, verbal or electronic form, or any combination of any of the foregoing.
    - iii. Any party(ies) introduced to the Member by the Platform.
  - b. Any act or omission of a Member taken or arising in connection with any such entering into or executing any transaction(s) in relation to a Share is valid, enforceable, duly authorised or with legal effect.
  - c. The Member performs all or any of its obligations and liabilities under the terms and conditions of that transaction or any documentation arising in connection with that transaction.
32. PrimaryMarkets:
  - a. May pay to a Member any part of the Introduction Fee received by PrimaryMarkets in respect of the sale/purchase of a Share; but
  - b. No part of that Introduction Fee will be paid to a Member who was also an Intermediary Member in respect of the sale of that Share.
33. The Member irrevocably warrants and agrees with PrimaryMarkets that it will:
  - a. Do all acts and sign all documents requested by PrimaryMarkets to ensure, assist and protect PrimaryMarkets to receive payment in full of the Introduction Fee and any and all other expenses and fees to which PrimaryMarkets is properly entitled, including but not limited to promptly and fully:
    - i. Informing PrimaryMarkets of all terms and conditions relating to the sale/purchase of a Share.
    - ii. Providing PrimaryMarkets with complete and accurate copies of all transaction documentation immediately upon entering into such sale/purchase and/or executing any such documentation relating to the Share.
    - iii. Informing PrimaryMarkets of the occurrence of any closing, completion and/or settlement of that sale/purchase.
  - b. Irrevocably direct and authorise, on terms and conditions satisfactory to PrimaryMarkets, any party that receives or holds the proceeds of sale of any Share for or on behalf of the Member to pay to PrimaryMarkets the Introduction Fee and any and all other expenses and fees to which PrimaryMarkets is entitled, in full and in immediately available funds, in priority to any other payment or disbursement of such proceeds of sale; and

- c. Not do any act or permit or concur with any action or omission that in any circumstances may be deemed by PrimaryMarkets to be an attempt to circumvent or that does actually circumvent PrimaryMarkets receiving payment in full of the Introduction Fee and any and all other expenses and fees to which PrimaryMarkets is entitled, in a timely manner.
34. In the event of default by the Member whereby a Matched Trade is not completed then the defaulting Member shall immediately pay to PrimaryMarkets 100% of the relevant Introduction Fee(s) (plus all applicable government taxes) and any and all other expenses and fees to which PrimaryMarkets is entitled, without the necessity of PrimaryMarkets seeking recourse from the relevant Member or Intermediary Member.

#### **Prerequisites**

35. Without limitation to any other of these Standard Terms and Conditions of this Agreement, the Member hereby undertakes to PrimaryMarkets that it will:
- a. Fully participate in and interact with the Platform only as contemplated under this Agreement.
  - b. Use its best endeavours to ensure that the other Members are fully informed in relation to a Share.
  - c. Undertake its own due diligence inquiries regarding title, ownership, legal, accounting, regulatory, taxation and any other general, specialist or technical matters on any and all transactions regarding a Share with the assistance of the Member's advisers, Directors and senior management. to participate in and assist with full due diligence inquiries.

#### **Using the Platform and Services of PrimaryMarkets**

36. Whilst using the Platform and services of PrimaryMarkets, the Member irrevocably agrees it will not:
- a. Post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information) on the Platform or content that infringes the rights of third parties, including content that infringes on intellectual property rights such as copyright or trademark.
  - b. Breach or infringe any laws, third party rights and/or any policies of PrimaryMarkets.
  - c. Vary or amend in any manner any listing or promotion of Share whether on the Platform or otherwise, without prior consultation with and consent of PrimaryMarkets.
  - d. Circumvent or manipulate any aspect of the determination or payment of the Introduction Fee or any other fees or expenses payable to PrimaryMarkets under the provisions of this Agreement or as otherwise agreed.
  - e. Transfer, interfere, vary or interfere with any Member's account and user identification details to another party without the prior written consent of PrimaryMarkets.
  - f. Distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes of any nature on the Platform.

- g. Distribute viruses, phishing scams, malware, make any cyber threats or utilise any other technologies that may harm the Platform or the interests or property of PrimaryMarkets, its Members and users.
- h. Copy, modify or distribute rights or content of PrimaryMarkets' copyrights and trademarks.
- i. Otherwise collect information about PrimaryMarkets, Members and/or users including names, investing entities, email addresses and the like without their prior written consent.

### **Content on the Platform**

- 37. When the Member provides PrimaryMarkets with any content in relation to a Share or the sale or purchase of a Share, the Member will unconditionally:
  - a. Grant PrimaryMarkets, and represent to PrimaryMarkets that it has the right to grant to PrimaryMarkets, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to exercise any and all copyright, trademark, publicity, design, database rights and intellectual property rights that the Buyer may have in the content in any medium known now or in the future.
  - b. Waive all moral rights that it has or may acquire in that content to the fullest extent permitted by law.
  
- 38. The Member unconditionally agrees and acknowledges to, and undertakes for the benefit of PrimaryMarkets that:
  - a. No Share will be listed on the Platform nor Introduction sought in respect of the Member of a Share without the prior written consent of PrimaryMarkets, such consent to be given or withheld at the absolute discretion of PrimaryMarkets;
  - b. PrimaryMarkets has not:
    - i. Represented, warranted or otherwise stated that there has been or will be any or sufficient interest of a Member in selling/buying or otherwise dealing in any Share.
    - ii. Advised or suggested what are or should be acceptable terms or conditions for the sale or other dealing in a Share.
    - iii. Advised or represented that the Platform may not also have other Share listed for sale or dealing that are the same as or similar to the Share to which an Introduction to a Member.
    - iv. Offered, and does not offer, any of its Introduction services to the Member under any actual or implied exclusivity or non-competition arrangement or understanding.

39. PrimaryMarkets may distribute communications and notifications to the Member (electronically or otherwise) and the Member undertakes not to re-distribute or promote such communications and notifications without the prior written consent of PrimaryMarkets.
40. PrimaryMarkets grants you a limited, non-exclusive, non-transferable right, subject to the terms of this Agreement, to access and use the Platform and Content solely for approved purposes as permitted by us from time to time. Any other use of the Platform or Content is expressly prohibited and all other right, title, and interest in the Platform or Content is exclusively the property of PrimaryMarkets and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

### **The Platform**

41. The Member hereby agrees and acknowledges that:
  - a. The Platform is not a financial market nor a Shares exchange nor a stock exchange.
  - b. There are and always will remain, risks when using the Platform (which risks will solely be the responsibility of the Member).
  - c. PrimaryMarkets is not responsible for any other Member's or users' Content, actions or omissions.
  - d. PrimaryMarkets is not an auctioneer nor the maker of a market or a marketplace and the Platform is merely a venue (which may change from time to time) for providing Introduction services including to allow Seller Members to list Share on the Platform and Buyer Members to view Shares at any time that may be on the Platform, and from any location.
  - e. PrimaryMarkets is not a party to or otherwise involved in any actual transaction between a Buyer Member and a Seller Member, as principal, agent, adviser or otherwise. Any transaction entered into between Members creates a legally binding contract between the Seller Member and the Buyer Member, and each Member to the transaction must ensure that it complies with all its obligations to that other Member.
  - f. If a Member breaches an obligation to another Member, then the Member (not PrimaryMarkets) is and will be responsible for enforcing any rights that that Member may have against the other Member as a result of the breach.
  - g. PrimaryMarkets has no control over and does not guarantee or provide any representation or warranty in regard to:
    - i. The existence, financial performance, suitability, quality, safety or legality of any Share listed on the Platform.
    - ii. The truth or accuracy of content relating to any Share displayed on the Platform.
    - iii. The ability of any Buyer to enter into or pay for any proposed transaction.

- iv. Whether or not a Buyer Member or Seller Member will actually complete a transaction.
- h. All information available through the Platform in relation to a Share is provided by or on behalf of the Seller Member of the Share and PrimaryMarkets has not undertaken an independent review or verification of any of that information. The information available through the Platform is not intended to be the only information on which a Buyer Member may make its investment decision. Detailed additional information may be needed by the Buyer Member in its absolute discretion.

### **Breach**

- 42. Without limiting other remedies available to PrimaryMarkets at law, in equity or under this Agreement, PrimaryMarkets may, without notice to the Member and at the sole and absolute discretion of PrimaryMarkets, issue a Member with a warning, restrict a Member's activities through the Platform (including but not limited to listing and viewing any Share), temporarily or indefinitely suspend or terminate the Member's Membership with PrimaryMarkets and or refuse to provide any or all of the services of PrimaryMarkets to the Member, if PrimaryMarkets:
  - a. Believes in its absolute, unfettered discretion that either:
    - i. The Member has breached or failed to perform any of its obligations or duties under the provisions of this Agreement or any PrimaryMarkets' policies; or
    - ii. It is reasonably likely that any such breach or failure will occur.
  - b. Is unable to verify or authenticate any information that the Member provides to PrimaryMarkets.
  - c. Believes in its absolute, unfettered discretion that any action or proposed action by or on behalf of a Member has caused or may cause loss or damage to or otherwise unlawfully harm PrimaryMarkets, the Member, any other Member or user of the Platform or any Related Body Corporate or Related Person of any of the foregoing.
  - d. Be harmful to or otherwise cause damage or harm to the reputation of the Platform or PrimaryMarkets.
- 43. For Share, confidentiality and privacy reasons, PrimaryMarkets is not obliged to provide the Member or any other Member with the details, outcome or consequences of any investigation that PrimaryMarkets may conduct or conducts or any action which PrimaryMarkets has taken or may take, in relation to the Member.

### **Termination**

- 44. Subject to the other provisions contained in this Agreement, the term of this Agreement:
  - a. Is for a minimum period that:
    - i. Commences on and includes the date upon which the Member first enters into this Agreement.



- ii. Ends on and includes the fifth (5th) anniversary of the date on which the Member first enters into this Agreement.
  - b. Will continue in full force and effect until the Termination Date.
45. On any date after the Termination Date, this Agreement may be terminated by either Party, in accordance with the terms and conditions of this Agreement notifying the other of the termination of this Agreement.
46. At any time during the term of this Agreement:
- a. The Member will be entitled to terminate this Agreement by giving written notice to that effect to PrimaryMarkets, upon the occurrence of a material default by PrimaryMarkets under this Agreement. However, if such default is capable of remedy, the Member will not be entitled or permitted to terminate the Agreement until PrimaryMarkets:
    - i. Has received written notice from the Member of all material particulars of such default.
    - ii. Has failed to remedy that default within the period of thirty (30) business days after the date of receipt of such written notice.
  - b. PrimaryMarkets is entitled to terminate this Agreement by giving written notice to that effect to the Member.
47. Any Termination effected by a Party will only take effect upon receipt by the other Party of written notice to that effect. The Parties agree that the provisions of this Agreement relating to the obligations to determine and pay the Introduction Fee, and to reimburse legal, out-of-pocket and all other expenses (if any), indemnification of PrimaryMarkets and all other Indemnified Parties, increases in amounts payable on account of government taxes and any payments under this Agreement will remain operative notwithstanding the occurrence of any termination or purported or attempted termination.

### **Intellectual Property Rights**

48. PrimaryMarkets retains all copyright and all other intellectual property rights in everything it develops or proposes (or is involved in developing or proposing) including, without limitation, its Platform, methodologies, systems and know-how. PrimaryMarkets retains all copyright and other intellectual property rights in all information and other deliverables provided to the Member.
49. However, the Member will have full right to use all materials provided by PrimaryMarkets within its own organisation on a *'need to know'* basis. If the Member wishes to use the materials outside its own organisation, it must first obtain PrimaryMarkets' written consent. The Member consents to PrimaryMarkets disclosing the Member's logos and other similar intellectual property where and when PrimaryMarkets elects for the purposes of assisting in the sale or purchase of a Share or otherwise in accordance with any act or omission of PrimaryMarkets permitted to be taken under the provisions of this Agreement.

50. PrimaryMarkets acknowledges that such use of the Member's intellectual property will not amount to any assignment or transfer of ownership to PrimaryMarkets of any such logos and other similar intellectual property.

### **Indemnity**

51. The Member hereby represents and warrants to PrimaryMarkets that it has and will retain full responsibility and accepts full liability for any use of any matter or thing in relation to its use of the Platform, a Share, any marketing document or any information or document that accompanies a marketing document.
52. The Member irrevocably indemnifies each Indemnified Party and must keep each Indemnified Party wholly indemnified against any and all liability, damages, claims and losses directly or indirectly arising from, and all costs, charges and expenses arising in connection with:
- a. A Share or any matter or activity referred to or contemplated by this Agreement.
  - b. The issue and use of Member's Content.
  - c. The making of and use of any statement in Member's Content that is or becomes misleading or deceptive.
  - d. Any conduct by a person (other than PrimaryMarkets) in connection with the issue and use of a Member's Content that is misleading or deceptive or likely to mislead or deceive.
  - e. Any conduct by a Member in relation to a Share or its use of the Platform that is in contravention of any applicable, relevant law, regulation or legal regime or that is misleading or deceptive or likely to mislead or deceive.
  - f. Any breach or failure by the Member to observe any of the terms and conditions of this Agreement, the Privacy Policy or Website Terms and Conditions of Use, and the specific Trading Rules applicable to any Private Trading Hub including, but not limited to, the representations and warranties provided therein.
  - g. Any liability of PrimaryMarkets, or any claim that PrimaryMarkets has incurred or will or may incur, any liability under any law, regulation or legal in relation to a Share or the disclosure or promotion of the sale and/ or purchase of a Share.
  - h. Any review or investigation undertaken by any legal or regulatory authority as a result of an alleged or actual failure to comply with the conditions and requirements any law, regulation or legal regime in relation to a Share or the disclosure or promotion of the sale/purchase of a Share.
53. Any approval or consent given by PrimaryMarkets does not waive or prejudice the right of an Indemnified Party to the indemnity as stated in these Standard Terms and Conditions and such rights survive the expiry or Termination of this Agreement. The Buyer agrees that PrimaryMarkets holds the benefit of this indemnity on trust for itself and all other Indemnified Parties.
54. PrimaryMarkets disclaims any and all responsibility, whether to the Member or any third party, for any and all claims arising out of information disclosed, disseminated or published

by PrimaryMarkets that is based upon, either in whole or in part, any information provided to PrimaryMarkets by or on behalf of the Member which is or becomes false, misleading, inaccurate or incomplete.

55. If for any reason any or all of the above indemnities are unavailable at law, regulation or legal regime or are otherwise unavailable or insufficient to hold PrimaryMarkets or any other Indemnified Party harmless against any losses which PrimaryMarkets or that other Indemnified Party is stated to be indemnified for, the respective proportional contribution of the Member and the Indemnified Party in relation to the relevant loss will be as agreed between them, or failing agreement within fifteen (15) days after the date of the first attempt to achieve that agreement, as determined by a court of competent jurisdiction having regard to the respective extent and nature of participation or involvement of the Member and the Indemnified Party in connection with the act complained of.
56. Notwithstanding the foregoing, the Member acknowledges and agrees that in no event will the Indemnified Party be required to contribute to any losses which in aggregate exceed the Introduction Fee actually paid to and received by PrimaryMarkets in immediately available funds from the Seller Member in respect of the relevant Share in connection with which the relevant indemnity obligation has arisen.

#### **Conduct of Proceedings**

57. Where any legal or other proceedings arise and the Member confirms that an Indemnified Party is indemnified pursuant to this Agreement, then the Member is and will remain entitled to defend or institute legal or other proceedings at the Member's cost, in the name of that Indemnified Party and those proceedings will be conducted under the management and control of the Member (with reasonable consultation with PrimaryMarkets and any other relevant Indemnified Party), provided that:
- a. Neither the Member nor PrimaryMarkets has the power to settle, compromise, consent to early judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification has or may be sought under these Standard Terms and Conditions without the prior written consent of the other.
  - b. Such settlement, compromise, consent or termination shall include a release of each applicable Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim.

#### **Limitation of Liability**

58. PrimaryMarkets may assist the Member in the manner set out in this Agreement. However, PrimaryMarkets accepts no liability or responsibility in the event that a transaction (subsequent to an Introduction) involving a Share does not proceed or the Share or Purchase Consideration is not received.
59. The Member acknowledges that Introduction services and any other form of assistance as may be provided to it by PrimaryMarkets as detailed in this Agreement will be provided by PrimaryMarkets Limited alone and any recourse of the Member or any third party is to PrimaryMarkets rather than to any Related Body Corporate or Related Person or Officer, employee or contractor of PrimaryMarkets.

60. PrimaryMarkets will not be liable for any failure or delay in performing or providing any assistance detailed in this Agreement if that failure or delay arises from anything beyond its control including without limitation the untimely performance by a Member of any of their respective obligations or duties.
61. If a Member has a dispute with one or more of the Members, that Member hereby irrevocably and unconditionally releases and discharges PrimaryMarkets from and against any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any such dispute.
62. Unless contained herein to the contrary, PrimaryMarkets is not liable to the Member or to any other person for any direct, indirect, incidental, special or consequential loss or damage, loss of money, loss of profits or anticipated profits, loss of goodwill, economic loss, loss of business opportunity, loss of revenue, loss of data or loss of reputation (whether based in contract, tort (including negligence), statute or otherwise) including any damage that results or arises, directly or indirectly, from any wrongful or negligent act or omission of PrimaryMarkets or out of a Member's use of or inability to use the Platform or any services of PrimaryMarkets.
63. Any representation, warranty, condition, term, guarantee, indemnity or undertaking contained in this Agreement that would be implied in or affected by legislation, common law, tort, equity, or by course of performance, dealing, trade, custom or usage is excluded to the maximum extent permitted by law.
64. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Member by any law, regulation or legal regime if applicable that cannot be excluded, restricted or modified by agreement.
65. To the fullest extent permitted by law, the liability of PrimaryMarkets (if any) for a breach of this Agreement is limited to:
  - a. The supplying of the Services again.
  - b. The payment of the cost of having those services supplied again.
66. Unless contained herein to the contrary, and any rights of the Member under any law, regulation or legal regime, the maximum aggregate liability of PrimaryMarkets and an Indemnified Party for all proven losses, damages and claims arising out of or in connection with this Agreement or the provision of a supply under this Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of one hundred Australian dollars (A\$100.00).
67. Despite any other provision of this Agreement, clauses 58 to 67 (inclusive) survive the expiry or Termination of this Agreement.

## Shares

68. Notwithstanding anything contained herein to the contrary above, the Member hereby acknowledges, represents, warrants and agrees (as relevant) for the benefit of PrimaryMarkets that, in respect of any Share:

### Australia

- a. The Platform and the offer of Shares has not been registered as a product disclosure statement or memorandum (as defined in the Corporations Law or ASIC).
- b. The Member acknowledges that a Share may be offered, or be made the subject of an invitation for subscription or purchase or be contained in any other offering material and that the Buyer is any one or more of (as defined in the Corporations Act):
  - i. An Institutional Investor.
  - ii. A Wholesale or Sophisticated Investor.
  - iii. An Experienced Investor.
  - iv. A Professional Investor.

#### United States of America

- a. The Member acknowledges that a Share may be offered, or be made the subject of an invitation for subscription or purchase or be contained in any other offering material and that the Buyer is any one or more of the definitions under the SEC as an Accredited Investor being:
  - i. A natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds US\$1M at the time of the purchase, or has assets under management of US\$1M+ excluding the value of the individual's primary residence.
  - ii. A natural person with income exceeding US\$200,000 in each of the 2 most recent years or joint income with a spouse exceeding US\$300,000 for those years and a reasonable expectation of the same income level in the current year.
  - iii. A bank, insurance company, registered investment company, business development company or small business investment company.
  - iv. An employee benefit plan, within the meaning of the Employee Retirement Income Share Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of US\$5M.
  - v. A charitable organization, corporation, or partnership with assets exceeding US\$5M.
  - vi. A Director, executive officer, or general partner of the company selling the Shares.
  - vii. A business in which all the equity owners are Sophisticated Investors.
  - viii. A trust with assets in excess of US\$5M not formed to acquire the Shares offered, whose purchases a sophisticated person makes.
- b. The Shares have not been and will not be registered under the US Shares Act or the Shares laws of any of the states of the United States and the Seller Member has not been and will not be registered under the United States Investment Seller Act of 1940, as amended.
- c. Direct or indirect acquisition or ownership of such Shares by any US Person without compliance with applicable United States Shares laws or in contravention of the relevant provisions of the constituent documents of the Seller Member is prohibited.

- d. The Member understands that any offer and sale of Shares has not been and will not be registered under the U.S. Shares Act or the Shares laws of any state or other jurisdiction in the United States.
- e. Neither the Member nor any of the affiliates of the Member nor any person acting on the Member's or their behalf has engaged or will engage in any "*directed selling efforts*" within the meaning of Rule 902 under the U.S. Shares Act or any general solicitation or general advertising in the United States within the meaning of Rule 502(c) under the U.S. Shares Act, in each case with respect to the Shares.
- f. The Member is not engaged in the business of distributing Shares or, if it is so engaged, the Member agrees that it will not offer or sell in the United States or to U.S. Persons:
  - i. Any Shares that the Member has or will acquire at any time; or
  - ii. any Share that the Buyer Member acquires from or in the Seller Member until 40 days after the date on which the transaction settles, except in both cases in a transaction registered under the U.S. Shares Act or that is exempt from the registration requirements of the U.S. Shares Act.

#### United Kingdom

- a. Any offer of Shares is made by the Member only to potential investors who are qualified investors in the United Kingdom for the purposes of the Financial Services and Markets Act 2000 (**FSMA**) and the FSA Prospectus Rules. In addition, any offer of Shares by the Member in the United Kingdom is made only to persons in circumstances where it will not constitute the communication of an invitation or inducement to engage in investment activity for the purposes of section 21 of the FSMA as a result of the exemptions contained in the FSMA (Financial Promotion) Order 2005 (**UK Exempted Person**).
- b. The Member is a person who is any one or more of:
  - i. A person who has professional experience relating to investments who fall within Article 19(1) of the FSMA (Financial Promotion) Order 2005 (**Order**);
  - ii. A high-net-worth entity and other person by whom any Shares may otherwise lawfully be acquired or otherwise lawfully be distributed or issued to, and who falls within Articles 48 and 49 of the Order; or
  - iii. A sophisticated investor who falls within Articles 50 or 50A of the Order.

#### Hong Kong

- a. The Member acknowledges, represents, warrants and/or agrees (as relevant):
  - i. That it is a person deemed to be a "professional investor" as defined in the Shares and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that ordinance; or
  - ii. In circumstances where the Buyer does not meet the criteria in paragraph (a)(i) immediately above, then the Buyer will not participate in any transaction

involving a Share requiring a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or constituting an offer to the public within the meaning of that Ordinance.

- b. The contents of the Platform and any Publication have not been reviewed by any regulatory authority in Hong Kong.

#### Singapore

- c. The Platform and any Publication has not been registered as a memorandum (as defined in the Shares and Futures Act (**SFA**) with the Monetary Authority of Singapore.
- d. The Member acknowledges that a Share may be offered, or be made the subject of an invitation for subscription or purchase or be contained in any other offering material and that the Buyer is any one or more of:
  - v. An institutional investor (as defined in the SFA);
  - vi. A Sophisticated investor (as defined in the SFA); or
  - vii. A person pursuant to an offer that is made on terms that the Shares are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of Shares or other Share or that an offer is otherwise made to you pursuant to, and in accordance with the conditions of, any other applicable exemption of the SFA.

#### **AFSL Licence**

- 69. The Member acknowledges and accepts that all Shares referred to on the Platform will only be offered by PrimaryMarkets as a Corporate Authorised Representative of its wholly owned subsidiary Helmsec Global Capital Pty Limited ABN 77 129 825 798 the provider of financial services under AFSL No 334838 and (if applicable) through PrimaryMarkets being a duly authorised corporate representative of another licenced AFSL holder.

#### **Confidentiality**

- 70. Any information about the Share or any Member must not be reproduced or transmitted to or discussed with any other person (other than the Member's Related Persons on a '*need to know*' basis) at any time whatsoever without the prior written consent of the Member or PrimaryMarkets. This clause does not apply to any information which:
  - a. Is generally available to the public (other than as a result of wrongful disclosure); or
  - b. Is required to be disclosed by any law, regulation or legal regime or regulatory authority (but only to the extent so required).
  - c. Is required to give effect to the transfer of ownership of a Share or complete a Transaction
- 71. Without limitation to the above, the Member hereby consents and acknowledges that PrimaryMarkets may share non confidential information or matters relating to the Member

with any of the Related Persons and Related Bodies Corporate of PrimaryMarkets as well as with other Members and their respective Related Persons and Related Bodies Corporate or any of their respective professional advisers, all of whom may, in turn, likewise share that non-confidential information relating to the Member with PrimaryMarkets.

### **Transfer of Shares – Specific Representations and Warranties**

72. The following clauses 73 to 76 inclusive expressly apply to the Sale and Purchase of all Shares.
73. Each Seller severally warrants to each Buyer and to PrimaryMarkets that each of the following statements are true and accurate on the date of the lodgement of a Bid or Offer Notice, at the time of signing the relevant Share Transfer Form (**STF**) and will continue to be true and accurate on the date of transfer of the relevant Shares:
- (a) it is duly incorporated and validly exists under the law of its place of incorporation;
  - (b) the execution and delivery of the relevant STF(s) has been properly authorised by all necessary corporate action of the Seller;
  - (c) it has full corporate power and lawful authority to execute and deliver the STF and to consummate and perform or cause to be performed its obligations;
  - (d) the relevant STF(s) constitute legal, valid and binding obligations of the Seller enforceable in accordance with its terms;
  - (e) the execution, delivery and performance by the Seller does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
    - (i) any provision of the constitution of the Seller;
    - (ii) any material term or provision of any security arrangement (including any security interest), undertaking, agreement or deed to which it is bound;
    - (iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound;
  - (f) no insolvency event or insolvency type event has occurred in relation to the Seller;
  - (g) so far as it is aware, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Seller;
  - (h) the Seller is the bona fide legal owner of the relevant Shares free and clear of any encumbrance, lien, claim, charge, security interest or other interests (**Liens**), there is no agreement to give or create any Liens over the relevant Shares, and upon completion of the transfer of the relevant Shares to the relevant Buyer, the relevant Buyer will receive good and marketable title to the relevant Shares free from all Liens; and
  - (i) so far as it is aware, the relevant Shares:
    - (i) are validly allotted and issued; and



- (ii) were not allotted, issued or transferred in breach of any pre-emptive or similar rights of any person.
- 74. Each Buyer severally warrants to each Seller and to PrimaryMarkets that each of the following statements are true and accurate on the date of the lodgement of a Bid or Offer Notice, at the time of signing the relevant STF and will continue to be true and accurate on the date of transfer of the relevant Shares under the relevant STF(s):
  - (a) it is duly incorporated and validly exists under the law of its place of incorporation;
  - (b) the execution and delivery of the relevant STF(s) has been properly authorised by all necessary corporate action of the Buyer;
  - (c) it has full corporate power and lawful authority to execute and deliver the relevant STF(s) and to consummate and perform or cause to be performed its obligations under the relevant STF(s);
  - (d) the relevant STF(s) constitute legal, valid and binding obligations of the Buyer enforceable in accordance with its terms;
  - (e) the execution, delivery and performance by the Buyer of the relevant STF(s) does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
    - (i) any provision of the constitution of the Buyer;
    - (ii) any material term or provision of any security arrangement (including any security interest), undertaking, agreement or deed to which it is bound;
    - (iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound;
  - (f) no insolvency event or insolvency type event has occurred in relation to the Buyer; and
  - (g) so far as it is aware, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Buyer.
- 75. Each Buyer acknowledges and agrees that the transfer of each Sellers' Shares to the relevant Buyer, updating the share register of the Issuer and receiving new holding statements for the relevant Shares is the responsibility of both the Seller Member (in accordance with clause 21(f)) and the Issuer or its share registry and that PrimaryMarkets accepts no responsibility or liability in respect of any delays in connection with registration of the STF and any administrative tasks performed by the Seller Member, the Issuer or share registry in connection therewith.
- 76. Each party (in its own right and on behalf of its related entities) represents to the other party that, so far as it is aware, it has access to the same information as the other party that a reasonable person would expect to have a material effect on the price or value of the Issuers shares.

**Conflict**

77. In the event of any conflict between the terms and conditions of these Platform Trading Rules with one or both of the Privacy Policy and/or the Terms and Conditions of Use then the provisions of these Platform Trading Rules shall prevail.
78. In the event of any conflict between the terms and conditions of these Platform Trading Rules with the Company Trading Hub Rules then the provisions of the Company Trading Hub Rules shall prevail.

**Jurisdiction**

79. Each party agrees to submit to the exclusive jurisdiction of the courts of the state of New South Wales, Australia in respect of any dispute arising out of or in relation to this Agreement, its performance or subject matter.