

Annex 2

Terms and Conditions of Platform Use

These terms and conditions of Platform use (“**Terms of Use**”) (together with our Privacy Policy, and any other documents referred to in them) govern your use of and access to our electronic investment platform at www.novaterrainc.com (the “**Platform**”) and the Services (as defined below) provided therein.

NOVATERRA INC, ABN 82 655 611 779, is a company incorporated in the UNITED STATES, referred to as “**we**” or “**us**” in these Terms of Use.

By using our Platform or downloading materials from our Platform, you accept and agree to be legally bound by these Terms of Use. **If you do not agree to be bound by these Terms of Use, please refrain from using our Platform or downloading materials from our Platform.**

If you have any comments or questions about these Terms of Use or our Platform, please contact us using the details shown on the Platform under “Contact”.

1. Access to our Platform

We provide services and information relating to investment advisory and management services (the “**Services**”) on our Platform. All Services and trading activities shall be conducted in accordance with these Terms of Use and other applicable agreements including but not limited to the Agreement between us and you.

Access to our Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend access to or use of our Platform for any reason without notice. We will not be liable to you or any third party if for any reason our Platform is unavailable at any time or for any period.

2. Registration, Account IDs and Passwords

Access and use of the Platform is restricted to registered users only. You may not obtain or attempt to obtain unauthorised access to such parts of the Platform, or to any other protected information, through any means not intentionally made available by us for your specific use.

To be a registered user of our Platform, you must have entered into the Agreement with us and be our client. We may refuse to supply a particular client with an account ID and/or password, or may cancel a particular user account ID (or “**Username**”) and/or password, at any time without providing reasons.

Your account is not transferable and may not be assigned to any third party. Sharing of your Username and password is strictly prohibited. You are responsible for maintaining the confidentiality of, and protecting and securing, your Username and password from unauthorised use and disclosure, and are fully responsible for all activities that occur under your account whether or not actually or expressly authorised and/or used by you. You are responsible for all statements made and acts or omissions that occur while your Username and passwords are being used. You agree to immediately notify us if any unauthorised third party has access to your Username or password or if there is any unauthorised use of your account or any breach of security known to you.

3. Your use of our Platform

You may use our Platform only for lawful purposes. You may not use our Platform:

- (a) in any way that breaches any applicable law, regulation or code of practice;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to send, knowingly receive, upload, download, use or re-use any material which:
 - (i) is defamatory, obscene, hateful, discriminatory or inflammatory;
 - (ii) promotes violence, discrimination or illegal activity; or
 - (iii) infringes any Intellectual Property Rights (as defined below), right of confidentiality or right to privacy;
- (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- (f) to generate and/or cause congestion to our network traffic in excess of reasonable and normal usage;
- (g) to cause any disruption, interference, interruption or degradation in our network and/or our Platform; or
- (h) to knowingly transmit any data, send or upload any material that contains any viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other technologically harmful programs, data or code.

You also agree:

- (a) not to reproduce, duplicate, copy or re-sell the entire or any part of our Platform in contravention of these Terms of Use; and
- (b) not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our Platform;
 - (ii) any equipment or network on which our Platform is stored;
 - (iii) any software used in the provision of our Platform; or
 - (iv) any equipment, network or software owned or used by any third party in connection with your use of our Platform.

From time to time, we may without penalty or liability, restrict access to some parts of our Platform, or our entire Platform, to users who have registered with us, at our sole and absolute discretion and without providing any reasons.

4. Intellectual Property Rights in our Platform

We are the owner or the licensee of the copyright and all other Intellectual Property Rights subsisting in our Platform and its content. Nothing herein or otherwise shall be construed as an assignment or transfer of our rights in the Intellectual Property Rights subsisting in our Platform and its content. All our rights are fully and expressly reserved.

For the avoidance of doubt, “**Intellectual Property Rights**” mean any copyright, rights in software, rights in databases, patents and rights in inventions, trade marks, rights in domain

names, designs, know-how, trade secrets and other rights in confidential information, in each case whether registered or unregistered including applications for registration and the right to apply for registration for any of the rights listed above that are capable of being registered anywhere in the world, and all other rights having equivalent or similar effect anywhere in the world.

You may print off and download extracts from our Platform for your own personal non-commercial use provided that (i) you do not modify any of the content; (ii) you do not use any graphics or photographs separately from their accompanying text; and (iii) you do not remove any copyright, trade mark notification or other proprietary notices (including these Terms of Use) from such extracts.

You must not use any part of the materials on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.

The content available on our Platform may not be reproduced, distributed, transmitted, published, displayed, broadcast, stored, adapted, licensed, altered, hyperlinked or otherwise used in any manner or by any means without our prior written consent. You may not, without our prior written consent, insert a hyperlink to our Platform (or any part thereof) on any other platform or "mirror" or frame any content available on our Platform on any other server or platform.

No licence or right is granted to you, and your access to our Platform and/or use of our Platform, should not be construed as granting, by implication, estoppel or otherwise, any licence or right to use the trademarks, tradenames or logos appearing on our Platform.

If you print off, copy or download any part of our Platform or its content in breach of these Terms of Use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. Reliance on Information

Commentary and other materials or information posted on or otherwise made available via our Platform are not intended to amount to advice on which reliance should be placed. We do not warrant the accuracy or completeness of any information or materials on our Platform or the reliability of any statement or other information displayed or distributed through our Platform. We therefore exclude all liability and responsibility arising from any reliance placed on such materials or information by you, or by anyone who may be informed of any of its contents, and you acknowledge that any reliance on any such statement or information shall be at your sole risk.

You acknowledge that you have not relied on any statement, promise, warranty or representation made or given by or on behalf of us which is not set out in these Terms of Use, the Privacy Policy or any documents referred to in them. Nothing in this clause shall exclude or limit any liability for fraud or fraudulent misrepresentation.

6. Use of your personal information

We will collect, use, disclose and/or process any personal information we may collect from you in connection with this Platform in accordance with our Privacy Policy. You acknowledge that you have accessed and read the Privacy Policy and agree to the terms set out in it.

7. Our liability

This Platform and the information and content contained on it are provided "as is" without any representation or endorsement made and, to the maximum extent permitted by law, without warranty, representation, guarantee, condition or assurance of any kind whether express or implied (including without limitation any warranty that our Platform will be uninterrupted, available, defect-free or error-free, that the information and content contained on it is accurate, complete or of a satisfactory quality, and/or that the content contained on our Platform does not infringe the Intellectual Property Rights of any third party).

To the maximum extent permitted by law, we, any of our group companies, officers, directors, employees and shareholders and agents hereby expressly exclude any and all liability for:

- (a) any loss, damage or costs, whether direct or indirect, incurred or suffered by you or any third party in connection with our Platform or in connection with the use, inability to use, or results of the use of our Platform, including but not limited to any pure economic loss; or any loss of or damage to your hardware, data or information;
- (b) the content, information and material posted or made available on our Platform;
- (c) any loss or damage due to any interruption or cessation of transmission of our Platform;
- (d) any loss or damage due to any bugs, viruses, trojan horses or similar malware which may be transmitted to or through our Platform and the information and content contained on it by any third party;
- (e) any platforms, websites or resources linked to our Platform; and
- (f) any loss of any business of yours, including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data or waste of management or office time.

This clause does not affect our liability for death or personal injury nor any other liability which cannot be excluded or limited under Applicable Law.

The security of communications sent over the internet (including by e-mail) is subject to many factors outside of our control. We do not guarantee the security or confidentiality of any electronic communications and shall not be responsible to you for any loss or damage that you may suffer as a result of the transmission of any such communications.

We shall have no liability for your inability to connect to or to access our Platform which may result from any faults, errors or problems relating to your PC hardware, software, network or security, or your internet service provider or any other similar problem.

8. Suspension and termination

We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of our Platform. When we have determined that a breach of these Terms of Use has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms of Use may result in our taking all or any of the following actions:

- (a) immediate, temporary or permanent withdrawal of your right to use or access our Platform or any part of it;
- (b) issue of a warning to you;

- (c) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) incurred or suffered by us resulting from your breach of these Terms of Use;
- (d) further legal action against you; and/or
- (e) disclosure of such information to law enforcement or regulatory authorities as we reasonably feel is necessary or as required under applicable law.

We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in these Terms of Use are not limited, and we may take any other action we reasonably deem appropriate.

9. Viruses, hacking and other offences

You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You further agree not to upload or launch any automated systems or software onto or within our Platform, such as “robots” or “spiders”. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of any such breach, your right to use our Platform will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect or affect your computer equipment, computer programs, data or other proprietary material due to your use of our Platform or to your downloading of any material posted or otherwise made available on it, or on any platform linked to it.

10. Links from our Platform

This Platform may contain links to other platforms, websites and resources operated by third parties or our affiliates. These links are provided for your information only. We have no control over the content of and the information contained in those platforms or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. Use of such platforms is subject to the terms and conditions applicable to and displayed on such platforms.

11. Severability

In the event that any of these provisions is found to be or become unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from these Terms of Use and shall not affect the legality, validity and enforceability of the remaining provisions of these Terms of Use. These Terms of Use shall continue in force as if such unlawful, invalid or unenforceable provision was severed from these Terms of Use.

12. No Waiver

Any failure or delay by yourself or us in exercising or enforcing any right or remedy contained in these Terms of Use does not constitute a waiver by the party responsible for such delay or failure. It shall also not constitute a bar to the exercise or enforcement at any subsequent time or times.

13. How disputes are to be dealt with

Any disagreement, controversy or dispute in relation to the interpretation, application, breach or requirements of any provision of these Terms of Use (**Dispute**) must be referred for resolution in accordance with this clause 13 and this provision applies regardless of whether the relevant provision expressly indicates that the provision is subject to this clause 13.

Where a party wishes to raise any Dispute for resolution it must give notice to the other party of the Dispute in writing (**Dispute Notice**) and such notice, to be effective for the purposes of triggering the operation of this clause 13, must specify in writing that it is a Dispute Notice for the purposes of clause 13 of this Agreement.

Within 14 days after a Dispute Notice is given, each party must nominate in writing a representative authorised to settle the Dispute on its behalf.

Within the 14-day period after a Dispute Notice is given (or a longer period agreed between the parties) (**Initial Period**), each party (through its representative) shall use its best efforts to resolve the Dispute.

If the Dispute is not resolved by the parties within the Initial Period, then the parties must, within a further 10 Business Days, refer to the matter to an agreed mediator (in the absence of agreement, a mediator nominated by the President of the Law Society of New South Wales).

The parties must use reasonable endeavours to engage and complete such mediation within 21 days of the day the matter is required to be referred to a mediator under this clause 13.

Each of the parties will use their reasonable endeavours to co-operatively resolve a Dispute notified in a Dispute Notice.

No party may commence any legal proceedings against the other party (other than as permitted under this clause 13) unless the Dispute has first been notified in a Dispute Notice to the other party under and in accordance with this clause 13 and the requirements of this clause 13 have been complied with.

Decisions of the representatives of the parties agreed in writing will be binding on the parties.

The fees, charges and disbursements of any mediator appointed pursuant to this clause (including costs of facilities, materials, disbursements and per diems and other travel related costs and charges) must be shared by the parties equally.

Except for the costs of the mediator, each party will bear its own costs incurred in relation to the mediation.

Prior to and during the resolution of a Dispute, the parties will continue to perform their respective obligations under these Terms of Use.

If the Dispute is not resolved by the parties pursuant to this clause 13 then either party may take such other action as it sees fit, including commencing legal proceedings.

Nothing in this clause 13 operates to prevent a party from obtaining urgent interlocutory relief in respect of any matter or other thing the subject of or connected with a Dispute (including a breach or threatened breach of this clause 13 or any other provision of these Terms of Use).

For the avoidance of doubt, nothing in this clause 13 is intended to limit or prejudice your ability to access our internal or external dispute resolution arrangements.

14. Entire Agreement

The Terms of Use supersede any previous agreement between the parties in relation to the matters dealt with herein and represents the entire understanding between the parties in relation thereto.

15. Applicable Law and Jurisdiction

All questions pertaining to the construction and interpretation of these Terms of Use and relating to the performance of any of the obligations or duties set forth herein by either of the parties hereto shall be determined in accordance with the laws of New South Wales, Australia.

16. Order of Precedence

In the event of any inconsistency between the Agreement and these Terms of Use, the terms of the Agreement will prevail.

17. Changes to these Terms of Use

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Platform. Your continued access and/or use of the Platform following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms.