

AGCROWD FINANCIAL SERVICES GUIDE

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PURPOSE AND CONTENT OF THIS FSG

This Financial Services Guide (FSG) is designed to assist you in your decision to use any of the financial services offered by AgCrowd Pty Limited, ACN 620 434 988, Australian Financial Services License number (AFSL) #511673.

The aim of this guide is to clearly outline AgCrowd's roles and responsibilities when providing financial services. This guide will particularly contain information about:

- How to get in contact with us
- What financial services we are authorised to provide under our AFSL and the products these services relate to
- How we, our staff, affiliates and other associated persons are remunerated for the services offered
- Information for prospective Issuers and Investors on their rights and using our platform
- An overview of the Crowd-Sourced Funding (CSF) Offers with AgCrowd
- How complaints can be made, and how they will be managed

CONTACT US

- Email: info@stax.exchange
- Registered Business Address / Mailing Address: 20/15 William Street Melbourne VIC 3000
- Phone: 1300 888 988
- Website: www.agcrowd.com.au

FINANCIAL SERVICES WE ARE AUTHORISED TO PROVIDE UNDER OUR AFSL AND THE PRODUCTS THESE SERVICES RELATE TO

AgCrowd Pty Ltd. is an Australian Financial Services Licensee (AFSL) authorised to provide a Crowd-Sourced Funding (CSF) service in Australia.

Agcrowd Pty Ltd (ABN: 61620434988) is authorised and licensed by ASIC (AFSL #511673) and is authorised to

- provide general financial product advice for the following classes of financial products:
 - securities; and
- provide a crowd-funding service for the following classes of financial products:
 - fully-paid ordinary shares of an eligible CSF company;
 - published on an offer platform operated by the licensee only;
 - titled AgCrowd; and
 - accessed via www.agcrowd.com.au;
 - to retail and wholesale clients.

Agcrowd is authorised to provide General Advice. Any advice contained on our website or any other material provided by us has been prepared without taking into account the investor's personal and financial circumstances and is not a substitute for any disclosure

document product, disclosure statement or any other notice that may be required by law. As such, Agcrowd is not required to provide a Statement of Advice.

AgCrowd provides a service for fully-paid ordinary shares (Ordinary Shares) of eligible CSF companies (a CSF Issuer) to be offered to retail and wholesale clients.

AgCrowd provides a platform for Offer creation and compliance review in accordance with our gatekeeper obligations. Following the publication of a CSF Offer, we assist companies through:

- Enabling expressions of interest in Offers
- Receiving applications for Offers
- Providing a communication channel
- Administering cooling off rights
- Suspension or replacement of CSF Offers
- Administration of monetary caps of applications and total fundraising caps.

Issuer information and details are published on our platform titled AgCrowd (the Platform) at www.agcrowd.com.au(the Website).

The terms under which AgCrowd provide their crowdfunding service are set out in:

- [Terms and Conditions](#)
- [Privacy Policy](#)
- [Hosting Agreement](#)

Gatekeeper Obligations:

As a licenced CSF Intermediary, AgCrowd has a number of obligations in relation to its role as a 'gatekeeper' for the platform including:

- Completing certain checks prior to publishing a CSF offer document on the platform; and
- Not publishing, suspending publishing or cancelling the publishing of a CSF offer document on the platform under certain situations.

AgCrowd is authorised under its AFSL to provide general financial product advice to retail and wholesale clients in relation to securities. You should consider your own specific objectives, financial situation or requirements and seek independent qualified accounting, financial, taxation and legal advice prior to any investment decisions.

BENEFITS AGCROWD MAY GIVE OR RECEIVE

Issuer CSF Offer Fees:

Administration Fee:

- Application fee of \$500 (plus GST) upon submission of initial application (refunded if offer not selected)
- Fixed fee of \$5,000 (plus GST) charged to an issuer when AgCrowd's first round of offer selection and review is complete. This is for services/costs including administration, marketing and compliance associated with the campaign.
- Maximum of AUD10,000 (plus GST) dependent on raise size and negotiated prior to campaign start.

Offer Success Fee:

- Charged to an issuer following the successful completion of a CSF offer, deducted from funds raised prior to settlement.
- Maximum of 10% of funds raised (plus GST) negotiated prior to campaign start.

Investor Fees:

AgCrowd will not usually charge a direct fee to the investors, but if we do, AgCrowd will give advance notice.

If AgCrowd does choose to charge the investor a fee, fees will be related to services supplied by third party providers required in the process including but not limited to identification and certification verification.

Interest on Application Money:

Interest (if any) on funds held in trust will be retained by AgCrowd and will not be transferred to Issuers on offer success, or to investors if the Offer is unsuccessful.

Remuneration of Employees, Associates and Directors:

AgCrowd employees, associates and directors are remunerated through a salary and other benefits. Performance bonuses may be paid to employees, associates and directors at AgCrowd's discretion.

Further Investment Fees:

AgCrowd reserves the right to charge separate fees to companies and/or CSF issuers for alternative or additional services provided by a separate negotiated arrangement.

INFORMATION FOR INVESTORS**Eligible Investors:**

Anyone aged over the age of 18 qualifies as a 'retail investor'. Under the Corporations Amendment (Crowd-Sourced Funding) Act 2017 a retail investor may invest a maximum of \$10,000 in a single company (or entity) per year.

If you qualify as a sophisticated or wholesale investor as defined in s708, s761G or s761GA of the Corporations Act, please contact AgCrowd directly to arrange for your profile to be updated.

Account Creation:

It is compulsory to create an account in order to access all services available on the website. Investors can create on AgCrowd's platform by clicking the "Sign Up" button on the website. You must agree to the Investor Terms and Conditions (accessible at www.agcrowd.com.au) to create an account and use the Platform.

Note: AgCrowd reserves the right to amend Investor Terms and Conditions.

Expression of Interest Phase:

Users may express interest in companies prior to the live investment period to receive updates on potential future Issuing companies. By expressing your interest, you are making

a non-binding indication of your interest to invest in the Issuing company's CSF offer. Expressing interest is not an investment and does not constitute any obligations or rights.

Applying to Invest in a CSF Issuing Company:

A CSF Offer is an offer for fully-paid ordinary shares in an eligible CSF company (the Issuer). A CSF Offer is made under a CSF Offer Document containing information regarding the Issuer and Offer. Applications for shares under a CSF Offer hosted by AgCrowd can only be placed through the relevant issuer's profile via AgCrowd's application facility on www.agcrowd.com.au.

When deciding to invest in any CSF Offer you must review CSF Offer Document and general CSF risk warning in full prior to investing. Investors must also agree to the Investor Terms and Conditions (accessible at www.agcrowd.com.au) in order to apply for shares under a CSF Offer.

A CSF Offer Document includes information on CSF risks, information regarding the company, information regarding the Offer and information around investor rights.

Paying for Shares Under a CSF Offer:

All application funds for CSF Offers will be held by AgCrowd in a designated client bank account as required under the Corporations Act 2001 (Cth).

Cooling Off Period:

Should you choose to invest, you will have a 5-day cooling off period within which you are permitted to withdraw your investment. If an offer document is found to be defective and needs to be replaced you will have a 30 day period in which you can withdraw your investment.

Investment Agreement:

In applying for shares under a CSF Offer, you will have an investment agreement with the issuing company which will include the terms and conditions on which the shares will be issued and how payment will be made. AgCrowd is an intermediary not a party to the investment agreement. You must agree to and be bound by the relevant subscription agreement

INFORMATION FOR CSF ISSUERS

Account Creation:

It is compulsory to create an account in order to access all services available on the website. Issuers can create on AgCrowd's platform by clicking the "Sign Up" button on the website. You must agree to the Issuer Terms and Conditions (accessible at www.agcrowd.com.au) to create an account and use the Platform.

Note: AgCrowd reserves the right to amend Company Terms and Conditions.

CSF Hosting Agreement:

In order to make a CSF Offer with AgCrowd you must enter a CSF Hosting Agreement with AgCrowd which outlines the arrangements for hosting the Offer, fees and charges, publication of the CSF Document, terms and conditions of the offer and responsibilities surrounding the CSF Offer.

Offer Submission:

Once your company profile has been approved by AgCrowd you will be able to begin creating your offer and drafting the information surrounding it. The CSF Hosting agreement agreed between AgCrowd and yourself will detail the specifics of the CSF Offer.

Offer Document:

In accordance with ASIC requirements for a CSF Offer, you will be required to prepare and publish a CSF Offer Document for each Offer you make. The CSF Offer Document must comply with the minimum information requirements under relevant laws. The CSF Offer Document must also be worded in a clear, concise and effective manner and not include any misleading or deceptive statements.

The CSF Offer Document aims to provide investors with information on:

- The class of securities offered; and
- Risk warnings; and
- Details of the offering company and key personnel; and
- Company financial information; and
- Debt & equity structure; and
- Information about the Offer; and
- CSF intermediary checks to be conducted.

CSF OFFER INFORMATION

Q&A / Communication Facility:

While each CSF offer is live there will be a communication facility titled Q&A for users to ask questions to the Issuer regarding the offer. Questions and answers will be displayed for all AgCrowd registered users to view.

AgCrowd will monitor posts for any fraudulent, misleading or deceptive activity.

Offer Suspension:

CSF Offers may be suspended by AgCrowd under a number of conditions:

1. The CSF offer document is found to be defective or non-compliant with s738 of the Corporations Act 2001; or
2. The Issuer is believed to have breached the terms of the CSF Hosting Agreement; or
3. The Issuer requests the CSF Offer to be suspended; or
4. Legislation or regulation requires AgCrowd to do so such as ASIC issuing a notice to suspend the Offer.

Offer Closure:

CSF Offers may be suspended by AgCrowd under a number of conditions:

1. The Issuer is believed to have breached the terms of the CSF Hosting Agreement; or
2. The maximum legislated period for the CSF Offer is reached (currently 3 months from the opening date of the CSF Offer); or
3. The maximum offer amount is reached; or
4. The CSF Offer is fully subscribed and all applicant cooling-off rights have lapsed; or
5. The CSF offer document is found to be defective or non-compliant with s738 of the Corporations Act 2001; or
6. The Issuer requests the CSF Offer to be closed; or
7. Legislation or regulation requires AgCrowd to do so such as ASIC issuing a notice to suspend the Offer.

Offer Unsuccessful:

If the minimum Offer target has not been reached and the period for the CSF Offer has expired, investor CSF application money will be refunded as soon as practicable following the CSF Offer closure.

Offer Successful:

1. Following the completion of a CSF Offer, AgCrowd will contact the Issuer with instructions to issue shares to all successful applicants under the CSF Offer with details of application money provided by each applicant.
2. The Issuer will then be requested to confirm and show evidence of complying with the terms of the CSF Offer, including issuing shares, updating ASIC records and any meeting other Offer specific terms
3. Once AgCrowd is satisfied the Issuer has met all terms of the CSF Offer, AgCrowd will transfer the Issuer the CSF Offer application money received less any AgCrowd fees as soon as possible.

COMPLAINTS AND DISPUTE RESOLUTION

AgCrowd takes complaints very seriously. We are committed to providing all complaints with appropriate care and attention.

Our complaints procedure is set out below:

1. Contact AgCrowd:

The first point of contact is to speak directly with our team at AgCrowd. You can provide feedback by calling us on 1300 888 988 or emailing us at info@stax.exchange. Our goal is to solve all issues quickly and to your satisfaction by dealing directly with you.

2. Independent Dispute Resolution:

If you cannot resolve the issue with our team or are unhappy with your treatment you may contact our external dispute resolution scheme. AgCrowd is a member of the Australian Financial Complaints Authority (AFCA) scheme (AFCA membership number 68857)

Please note AFCA will generally require you to have engaged with AgCrowd to address the complaint first before AFCA can proceed to investigate your complaint.

Australian Financial Complaints Authority (AFCA):

- www.afca.org.au/
- 1800 931 678
- info@afc.org.au
- GPO Box 3 Melbourne Vic 3001

COMPENSATION AND INSURANCE

AgCrowd has arrangements to hold adequate professional insurance pursuant to s912B of the Corporations Act and ASIC policy guidance. This cover is subject to terms, exclusions and covers claims made against AgCrowd in relation to AgCrowd's current and former employees and representatives. Neither AgCrowd, its employees, representatives and directors make any representation or warranty as to the reliability, accuracy or completeness of any advice.