

VERSO

COMPLIANCE QUESTIONNAIRE VERSO CAPITAL, COMPARTMENT 6

Investment Vehicle	
SPV (the “Vehicle”):	VERSO Capital 6 , as compartment of and duly represented by VERSO Capital S.à r.l. , a private limited liability company (<i>société à responsabilité limitée</i>) established under the laws of the Grand Duchy of Luxembourg, in particular governed by the Luxembourg securitization law dated 22 March 2004, as amended, with registered office at 28, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Trade and Companies under number B243966

Arranger	
Arranger (“the Arranger”):	VERSO Management Limited , regulated by the BVI FSC

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1.About You (“Subscriber”): all fields marked * are compulsory

Subscriber’s Name:*	SWIP HOLDINGS LIMITED
Permanent Residence Address:*	4th Floor, Ebene Skies, Rue de L;Institut, Ebene, Mauritius
Postal Code / City / Country:*	Mauritius
Nationality:*	N/A
Contact Person for Notices:*	Mr Bob Bachun
Address for Notices, if different:	same as above
Email Address:*	bob_bachun@hotmail.com / mitcobu1@mitcoworld.com
Mobile Number:*	+ 230 () 52857325
Office Number:	+ 230 () 404 8000
Country of Tax Residency:	Mauritius
US Taxpayer ID, if any:	N/A

Well-Informed Investor Status – Please complete below	YES	NO
a. Are you an institutional investor, or	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you a professional investor, or	<input type="checkbox"/>	<input type="checkbox"/>
c. Do you meet the following conditions		
a. Do you confirm in writing that you adhere to the status of well-informed investor, in signing the present Questionnaire, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. By conforming (a) above, you confirm (i) or (ii):		
i. Investing a minimum of USD 150,000 or EUR 125,000 in the Vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Being subject of an assessment made by a credit institution within the meaning of Directive 2066/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of “Directive 2004/39/EC” certifying your expertise, your experience and your knowledge in adequately apprising an investment in the Vehicle (to be enclosed to the present Questionnaire as <u>Appendix 1</u>)?	<input type="checkbox"/>	<input type="checkbox"/>

2.About Your Investment Type:

Investment Type:	<input type="checkbox"/> individually, own name <input checked="" type="checkbox"/> family holding <input type="checkbox"/> SPV Single Purpose Vehicle <input type="checkbox"/> Trust <input type="checkbox"/> Investment Fund
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NOTE. Assuming in each case the authorization of the delivery of Securities to the undersigned but subject to the qualifications set forth on the first page of this Questionnaire.

3.Important information:

This document is strictly confidential. However, the Subscriber expressly authorizes the Vehicle to give a copy of this declaration to Luxembourg public notaries, statutory auditors and to banking institutions where the Companies hold or wish to hold an account or where required pursuant to the laws and regulations in force.

For the purpose of identification, all the real beneficial owners, if any, have to join a copy of their passport or of their valid ID card to this declaration.

4.Data Protection:

The Subscriber further acknowledges that, according to the European regulation for the data protection 2016/679 (**GDPR**), his personal data is treated as necessary in the strict confidentiality and will be transmitted to solicitors, third-party solicitors and/or administrations only in the cases necessary for the writing (editorial staff) of its deed. The Subscriber further acknowledges that his data will be kept for the legal duration fixed for the investment in the Vehicle.

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5.Compliance Overview:

Please complete below	YES	NO
a. Does your Net Worth exceed USD 1 million (excl. real estate)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Are you a US Citizen or US Resident?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Are you a PEP or Resident in a Sanctioned Country?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Have you ever been convicted of Financial Crimes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have you ever been found guilty of a Crime or Felony?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Do you confirm Reverse Solicitation for this investment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. In case of SPV, do you confirm the entity is in Good Standing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Are you acting in your own name?	<input type="checkbox"/>	<input type="checkbox"/>
i. Are you the real and ultimate beneficial owner of the Securities issued by the Vehicle?	<input type="checkbox"/>	<input type="checkbox"/>
j. Do you declare that that the paid, the held or the funds transiting through these Companies do not come from one of the infractions mentioned in articles 506-1 and 506-7 of the Luxembourg Code of Criminal Law as well as in article 8-1 of the amended law dated February 19th, 1973 concerning the sale of medicines and the fight against the drug addiction (laundering) respectively of a terrorist act such as defined in article 135-1 of the Luxembourg Code of Criminal Law (terrorist financing) but from one of the following sources :	<input type="checkbox"/>	<input type="checkbox"/>
a. Professional earning	<input type="checkbox"/>	<input type="checkbox"/>
b. Real Estate income	<input type="checkbox"/>	<input type="checkbox"/>
c. Savings	<input type="checkbox"/>	<input type="checkbox"/>
d. Heritage	<input type="checkbox"/>	<input type="checkbox"/>
e. Donation	<input type="checkbox"/>	<input type="checkbox"/>
f. Other, please specify:	<input type="checkbox"/>	<input type="checkbox"/>
k. Do you recognize that, in accordance with the Luxembourg law of 12 November 2004 on the fight against money laundering and terrorist financing, as amended from time to time, the above-mentioned data protected by the obligation of professional secrecy are kept for at least 5 years in the files of the Firm after termination of the mandate?	<input type="checkbox"/>	<input type="checkbox"/>
l. Do you recognize that you are entitled to have access to and to rectify said personal data?	<input type="checkbox"/>	<input type="checkbox"/>

6.US Person Definition:

NOTE. Please fill in accordingly. Contact us for any further enquiry: legal@versocapital.co

Please complete below	YES	NO
a.The undersigned is a natural person resident in the US.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b.The undersigned is a partnership / corporation under the US laws.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.The undersigned is agency of a foreign entity located in the US.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d.The undersigned is a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the US.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e.The undersigned is an estate of which any executor or administrator is an entity or individual for which any of the statements in this Section B would be checked.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f.The undersigned is a trust of which any trustee is an entity or individual for which any of the statements in this Section B would be checked.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g.The undersigned is a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h.The undersigned is a partnership or corporation that was (A) organized or incorporated under the laws of any foreign jurisdiction; (B) formed by an entity or individual for which any of the statements in this Section B would be checked; and (C) formed principally for the purpose of investing in securities not registered under the Securities Act, unless such partnership or corporation is organized or incorporated, and owned, by accredited investors (Rule 501(a) of Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

7.Offer Details:

NOTE. Please fill in accordingly. Contact us for any further enquiry: legal@versocapital.co

Please complete below	YES	NO
a.The undersigned is acquiring the Securities for the benefit of a U.S. Person (as defined in Rule 902(k) of Regulation S - Securities Act).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b.The undersigned is acquiring the Securities with a view to the offer, sale or delivery, directly or indirectly, of the Securities within the United States or to a U.S. Person (as defined in Rule 902(k) of Regulation S promulgated under the Securities Act)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.The undersigned did receive and did accept the offer to purchase the Securities while the undersigned was in the United States.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

FINRA-Regulated Broker Dealer:

The Subscriber further acknowledges that, in case of the subscription of the Securities issued by the Vehicle shall occur in the US, the whole subscription process shall be carried out by a Broker Dealer (as defined and according to the process described in [Appendix 2](#)).

Tax Section:

Please refer to [Appendix 3](#). The Subscriber, by signing this Questionnaire, acknowledges having read the Appendix 3.

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8.Additional US Compliance:

Please complete below	YES	NO
<p>a.The undersigned agrees that prior to the expiration of a period commencing on the date of the issuance of the Securities (should it occur) and ending one year from the issuance of the Securities (should it occur) (the “Distribution Period”), such Purchaser shall not offer, sell, assign, transfer, pledge, encumber or otherwise dispose of the Stock to any U.S. Person (as defined in Rule 902(k) of Regulation S under the Securities Act) or for the account or benefit of any U.S. Person, such Purchaser will not resell the Securities, and the Vehicle will refuse to register such transfer. The undersigned also agrees that it will not conduct hedging transactions involving the Securities unless in compliance with the Securities Act.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>b.The undersigned agrees that if the undersigned resells any of the Securities during the Distribution Period, the undersigned will send a confirmation or other notice to the purchaser of the Securities stating that the purchaser is subject to the requirements of Regulation S under the Securities Act, except for purchases pursuant to an effective registration statement under the Securities Act.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>c.The undersigned consents to the Vehicle making a notation on its records or giving instructions to any transfer agent of the Vehicle in order to implement the restrictions on transfer of the Securities set forth in this Agreement.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>d.The undersigned represents that it has satisfied itself as to the compliance in all material respects with the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Questionnaire, including (a) the legal requirements within its jurisdiction for the purchase of the Securities, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>e.The undersigned represents that its subscription and payment for and continued beneficial ownership of the Securities, will not violate any applicable securities laws of the undersigned’s jurisdiction or violate in any material respect any other applicable laws of the undersigned’s jurisdiction.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

9. Investment Suitability:

A. What is your educational level? (choose one)	
a. Secondary education or Undergraduate (non-business or finance)	<input type="checkbox"/>
b. Undergraduate (business and/or finance)	<input type="checkbox"/>
c. Postgraduate and/or Doctoral	<input type="checkbox"/>

B. Have you been employed in a position requiring financial knowledge? (choose one)	
a. Never	<input type="checkbox"/>
b. Yes, in the past 5 years	<input type="checkbox"/>
c. Yes, over 5 years ago	<input type="checkbox"/>

C. What is your typical goal for your investments? (choose one)	
a. Family Saving for future purchases and/or for old age or regular income	<input type="checkbox"/>
b. Speculative trading	<input type="checkbox"/>
c. Value increase (ie equities, investment funds)	<input checked="" type="checkbox"/>

D. Wealth & Risk Suitability. (choose one)		
Net Worth	a. Below USD 1,000,000	<input type="checkbox"/>
	b. Between 1,000,000 and 10,000,000	<input type="checkbox"/>
	c. Above 10,000,000	<input type="checkbox"/>

E. Wealth Breakdown. (fill in with values)		
Breakdown	a. Liquid assets (incl deposits, cash)	_____ %
	b. Invested assets (incl. securities)	_____ %
	b. Private equity & venture capital	_____ %
	c. Real estate assets	_____ %
		= 100 %

10. Waiver of Liability & Risk Awareness:

In consideration of my participation in the Vehicle herein mentioned, on this day, I hereby irrevocably agree to make the following contractual representations and agreements:


- I have researched information about the investment opportunity and I fully realize the risk of participating in an investment in private equity and venture capital;
- I confirm that it is my sole responsibility to be familiar with the business and financial information about the investment opportunity and I also agree to abide by any established rules or regulations while engaged in this investment;
- I understand and expressly assume all the risks and dangers of the activities contemplated by the investment in this opportunity, and I hereby release, waive, discharge, and covenant not to sue the Vehicle, its Manager and its Arranger, and their owners, officers, agents and employees (collectively, the "Releasees") from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages or loss, to me or to my investment while participating in any of the activities contemplated by this agreement, whether such damage or loss results from the negligence of the Releasees or for any other cause;
- I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation in said investment opportunity;
- I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals;
- I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Luxembourg, and that if any portion of it is held invalid, the balance shall continue in full force and effect. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this Agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit;
- This Agreement shall not be modified orally.

I have carefully read this Questionnaire and fully understand its contents. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and the Releasees and for the benefit of others described herein, I sign it irrevocably and of my own free will.

[signature page to follow on next page]

11. Signature Page:

The undersigned hereby certifies that the foregoing information, including sections 1 through 10, is true and correct as of the date written here below and will be true as of the date of the sale of the Securities, and undertakes to inform the Vehicle promptly of any change with respect thereto.

Date:	____ / ____ / 2021
Signature of Subscriber:	
Name of Subscriber:	Reena Doolub for and on behalf of MITCO Limited
Title:	Corporate Director

Appendix 1: Assessment certifying adequate Expertise, Experience and Knowledge

Appendix 2: Subscription Process with Broker Dealer

Appendix 3: Tax Section

Compliance Review:

Dated: ____ / ____ / 2021

By: _____

Name: _____

Title: _____

Appendix 1

**Assessment certifying adequate Expertise, Experience and Knowledge
(if applicable)**

Appendix 2

**Subscription Process with Broker Dealer
(if applicable)**

Appendix 3

**Tax Section
(if applicable)**