
JIBREL TERMS AND CONDITIONS

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JIBREL TERMS AND CONDITIONS

OUR REGULATORY STATUS TC " REF _NN119\r \h 0 OUR REGULATORY STATUS" \l 1

Jibrel Network is regulated by the Abu Dhabi Global Market Financial Services Regulatory Authority ('**FSRA**') solely for the purpose of developing and testing innovative financial technology services within the Regulatory Laboratory ('**RegLab**'). Jibrel Network is only permitted to test its financial technology services with clients who have expressly given their consent in writing to participate, and acknowledged the risks of participating in the test. The test is subject to a maximum period of two years within the RegLab. At the end of the test period, Jibrel Network will cease operations unless it receives the relevant approvals from the FSRA to continue operations outside the confines of the RegLab. Jibrel Network's clients may have limited recourse in the event of a failure or termination of the firm's services.

1. INTRODUCTION

- 1.1 These are our standard terms and conditions for using our investment platform (the "**Platform**"). It is important you read these terms carefully before using the Platform, because we will rely on them in all our dealings with you, and they apply to any investment proposition made by a Company through the Platform (an "**Investment Opportunity**"). You should also print off a hard copy of these terms, and then keep it safe for future reference.
- 1.2 These terms are split into the following sections:
 - 1.2.1 Section A – Investor terms
 - 1.2.2 Section B – Company terms
 - 1.2.3 Section C – General terms
 - 1.2.4 Section D – Acceptance of terms
- 1.3 "**We**", "**Jibrel**", "**us**" or "**our**" in these terms refers to Jibrel Limited and its employees. Our address is 24 Sila Tower, 128666, Reem Island, Abu Dhabi, UAE.
- 1.4 "**You**", "**your**" and "**client**" refer to any person using or intending to use the Platform. Where you are using the Platform to make investments, you may also be referred to as the "**Investor**" (this includes both actual and potential investors), and where you are using the Platform as a means to raise finance, you may also be referred to as the "**Company**".
- 1.5 All persons referred to in clause 1.3 shall be a "**party**" to these terms.
- 1.6 In these terms, unless the context otherwise requires: references to clauses, sub-clauses and schedules are to clauses, sub-clauses of, and schedules to these terms; the singular includes the plural and vice versa; "person" denotes any person, partnership, corporation or other association of whatever nature; and any references to any directive, statute, statutory instrument or regulations shall be references to such directive, statute, statutory instrument or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force and any reference to a regulator and rules made by it shall, apart from in this clause, include its successor as regulator and rules made by the successor as regulator in substitution for those rules. References to any rules by number will include references to the corresponding rules (if any) made by the successor.
- 1.7 In these terms references to any law, regulation or legislative provision will include any rules or secondary regulations made under any of them and will be construed as references to such law, regulation, legislative provision and/or rules and secondary regulations as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

1.8 In the event of a conflict between these terms and any documentation issued by the Company, these terms shall take priority over that documentation which shall be void and have no effect to the extent of the conflict.

1.9 Headings are for convenience only and have no bearing on the interpretation of these terms.

2. **TERMS OF OPERATION**

2.1 Whilst we may alter our approach for different opportunities, in which case we will inform you of the changes in writing, the investment process will generally be as follows:

Making an order

2.2 If a Company meets our requirements to be allowed onto the Platform, the Company will instruct us to circulate a copy of the Company's approved materials to the Investor (the "**Materials**"). The Investor will be entitled to place a [revocable] order to subscribe for shares in a Company for a period (the "**Specified Period**"), ending on the date specified on the Platform. The Specified Period may be updated from time to time, and we reserve the right to prematurely end or extend the Specified Period in our absolute discretion.

2.3 We and / or the Company may accept or reject any order up until expiry of the Specified Period, for any reason, and are under no obligation to give any rationale or justification for such a decision.

Acceptance of order

2.4 If Company accepts the Investor's order it shall become a legally binding contract between the Company and the Investor to invest in the Company at the point in time, and the completion of any pre-conditions, as specified to the Investor in the Materials. Except where we state otherwise in the Materials, pre-conditions shall include:

2.4.1 any minimum and maximum investment limits set by us being complied with, except where we, in our absolute discretion, decide to waive these requirements;

2.4.2 all information provided to us being true, accurate and complete, and there being no actual or contemplated material change to the Company or the fundraise, either before or after the expiry of the Specified Period and prior to the issue of shares to the Investor (whether change is material to be determined by us in our sole discretion);

2.4.3 confirmation of satisfaction of any specific conditions we may require from any person; and

2.4.4 payment of all fees and commissions due to us.

2.5 We (and not the Company or the Investor) have absolute discretion to determine whether the conditions set out in clause 2.5 above are satisfied at any time prior to the issue of shares to the Investor by the Company. If we determine a condition is not satisfied, we may in our absolute discretion:

2.5.1 recirculate the Materials to the Investor alongside a disclosure statement detailing the failed condition, and, if we in our sole discretion feel appropriate, a revised Specified Period; or

2.5.2 determine that the Investment Opportunity is cancelled, either before or after the Specified Period.

2.6 If for any reason the Materials are not received by the Investor during the Specified Period as determined by us, otherwise than as a result of fraud or gross negligence by us, we shall not be liable to the Investor or the Company for any losses, claims or damages

suffered by the Investor, and we shall be entitled to proceed on the assumption that the Investor has received the Materials and wish to proceed with the Investment Opportunity.

Execution of an order

- 2.7 Should the Investor make a successful order for an Investment Opportunity in accordance with these terms, the Investor shall enter into an agreement with the Company to receive shares in the Company at the subscription price for those shares (the "**Subscription Price**"). We do not guarantee transfer of funds by Investors to the Company and we are not responsible for payment of the Subscription Price itself. As the Investor pays the Subscription Price through the Platform, we shall hold that money, and the related shares in the Company in a client account in accordance with all applicable rules.
- 2.8 Subject to paragraph 2.9 below, when the Subscription Price has been paid by all Investors (or where we waive this requirement acting at our sole discretion), we shall arrange for the shares subscribed for by an Investor to be registered in that Investor's name on the blockchain. This registration will serve as evidence of the Investor's ownership of the shares with the shares "held" in a so-called "tokenised" form.
- 2.9 Shares will not be registered in the Investor's name until the Specified Period has ended. If there is a minimum fundraise requirement in relation to the Investment Opportunity and this minimum is not met by the end of the Specified Period, no shares will be registered in the Investor's name and we will return the Subscription Price to the Investor.
- 2.10 We will be responsible for the maintenance and operation of the blockchain as the register of your ownership of the shares. Because the shares are registered in your name, we do not require the services of a custodian to hold the shares. Although we are responsible for the maintenance and operation of the blockchain showing your ownership of the shares, any issue or dispute in relation to the shares themselves and / or the Investment Opportunity shall be between the Investor and the Company.

Failure of an order

- 2.11 If an order is not completed for any reason, the Investor's order will not be transferred to another Investment Opportunity or Company, and no substitute service will be provided. The Company shall, at our request, cancel the investment made by Investors and return the Subscription Price to the Investors (if any monies have been transferred), and shall liaise with us throughout this process. The Company consents to us releasing such information as we deem reasonably necessary to the Investors, and to communicate with them to allow cancellation of investments and such return of the Subscription Price.
- 2.12 If an Investment Opportunity is unsuccessful or is cancelled for any reason, unless prior written consent has been given by us (in our absolute discretion), the Company shall not contact our members about the Investment Opportunity or offer or otherwise solicit investment from our members, unless such members have independently requested further information from the Company without solicitation from the Company, and at all times the Company shall act in accordance with applicable law and regulation, including in relation to data protection and company law. The Company shall cease to contact or offer investment opportunities to any of our members immediately upon our request.

Secondary Trading

- 2.13 We are not currently authorised to provide a system which enables the sale of shares by the Investor to or the purchase of shares by the Investor from other users of the system investors without the need for our or the Company's permission ("**Secondary Trading**"). We however intend to take steps to become authorised to enable Secondary Trading in which case further terms will apply (please see clause 16).
- 2.14 We do however offer a facility on the platform to market and sell shares in the Company to another investor (the "**exit facility**"). In order to use the exit facility, the Investor must ask for our permission in writing through the Platform which will not be unreasonably withheld, to use the exit facility.

- 2.15 Any shares acquired through the exit facility remains subject to the restrictions concerning Exempt Offers from the Abu Dhabi Global Market ("ADGM"). If the Investor wishes to offer shares for sale using the exit facility, the Investor consents to us providing:
- 2.15.1 the Investor's identity to other Investors; and
 - 2.15.2 access to all historical disclosures which have been made available to Investors in respect of each financing proposal.
- 2.16 We do not:
- 2.16.1 permit any person other than an Investor to offer, purchase or sell any shares through the exit facility;
 - 2.16.2 charge any fee, levy or commission in exchange for access to the exit facility or any transaction performed through it;
 - 2.16.3 provide advice to, nor make arrangements on behalf of, any Investor entering into a transaction with another Investor through the exit facility;
 - 2.16.4 act as, nor employ the services of a third party to act as, a market-maker in order to provide liquidity to the exit facility; or
 - 2.16.5 engage in clearing services in relation to transactions between Investors conducted through the exit facility.

SECTION A - INVESTOR TERMS

Investors accept that they may only invest in a Company or otherwise take advantage of an Investment Opportunity by acceptance of these terms, and that any such participation shall constitute an acceptance of these terms, on the basis set out in section D.

3. OUR ROLE IN APPROVING INVESTMENT OPPORTUNITIES

- 3.1 We are seeking to maximise the opportunities for Investors to participate in raises by start-ups. As such, we do not impose stringent criteria when accepting a Company's financing proposal for publication on our Platform, but rather our due diligence concerns ensuring that all Material is in accordance with the ADGM disclosure rules. Our due diligence process also involves a review of the following information to be provided by the Company:
- 3.1.1 details and background of management, including fitness and propriety assessments of directors and key officers;
 - 3.1.2 background of the Company, including its financial soundness, good standing and regulatory status, if relevant; and
 - 3.1.3 the financing proposal, in order to ensure that, to the best of our knowledge, its content is adequate, clear, fair and not misleading.
- 3.2 Whilst we approve Materials, on their face, as compliant with ADGM disclosure requirements, please note that:
- 3.2.1 we do not provide any form of credit or investment advice;
 - 3.2.2 we do not provide any legal or tax advice (tax treatment depends on your individual circumstances and may be subject to change in future);
 - 3.2.3 we do not take any view regarding whether a particular investment is, or investments are, suitable for you;

3.2.4 we do not represent that shares will give particular rights;

and so you must review the Materials in relation to each Investment Opportunity to determine whether it is something which you should invest into. We encourage you to seek independent investment advice before participating in any potential Investment Opportunity.

3.3 You acknowledge that, whilst we approve each Investment Opportunity as a financial promotion for the purposes of ADGM financial promotion requirements, we do not provide advice or any form of recommendation regarding the suitability or quality of any Investment Opportunity. You acknowledge that the approval of the Investment Opportunity as a financial promotion by us, or the investment in a Company by any person, is not an indication of approval of the Investment Opportunity generally, and you confirm that you shall take no inference from or make any reference to the same.

3.4 All representations and warranties made in the Materials are made by the Company to the Investors. We may rely on information obtained from the Company and which has not been audited by us, which means that it may contain inaccuracies, be incomplete or be a forgery. We accept no responsibility for enforcing any representation or warranty. Any Investor who seeks to enforce any representation or warranty shall bear all costs incurred in connection with such enforcement.

3.5 You acknowledge the Company is likely to be a start-up company and as such may have high ambitions which may be unachievable and exaggerated. You acknowledge that we may approve statements that convey those ambitions even where we do not believe, or do not have a view on whether they are likely, that they will be fully realised and you acknowledge that we encourage you to consider the information provided in the context it is being provided.

3.6 You acknowledge that we make no representation, warranty or undertaking relating to any claims made by Company, including, without limitation, that the Company and the Investment Opportunity will qualify for or be subject to any particular tax benefits. You acknowledge and agree that tax benefits may change or be disqualified and shall not hold us liable for any loss arising as a result of a tax benefit not applying to an investment, including without limitation in circumstances where tax has been 'clawed back' from you by a regulator.

3.7 You acknowledge that our affiliates, and/or their and our proprietors, officers or employees may consider expressing interest or subscribing for shares in a Company. If you become aware of this, you agree not to rely upon the same in making a decision whether to invest in a Company, and confirm that any decision by you to invest in a Company is not based upon any representation, information, action, omission or otherwise by us, our subsidiaries or affiliates or the proprietors or employees of us, our subsidiaries or our affiliates.

4. **ONBOARDING**

4.1 Before the Investor may use the Platform the Investor must successfully complete our on-boarding process. The Investor will provide us with all information requested, as part of on-boarding and as otherwise may be required from time to time, and will inform us of any changes to the information provided. All such information must be true, complete and accurate to the best of the Investor's belief acting reasonably.

4.2 In using the Platform, the Investor represents that (to the best of their knowledge acting reasonably):

4.2.1 (if they are an individual) they are at least 18 years old;

4.2.2 they are resident in a country where they may legally receive financial promotions of the nature provided by through the Platform, and are otherwise are legally entitled to invest in the Investment Opportunities offered;

4.2.3 they shall not participate in any Investment Opportunity where there are local law restrictions or prohibitions on such investment which means it is not lawful

under applicable law, including but not limited to as a result of any investment registration process which has not been completed; and

- 4.2.4 they are investing in their own name and shall ensure that all investments are exclusively on their own behalf.

- 4.3 If you have previously been suspended from accessing the Platform or we have previously terminated our agreement with you under these terms, you will not be eligible to use the Platform without express written authorisation from us.

5. **INVESTOR OBLIGATIONS**

- 5.1 You shall:

- 5.1.1 comply with the provisions of these terms, the Company's memorandum of association, articles of association, bylaws and any other corporate document of the Company (together, the **"Corporate Document"**);
- 5.1.2 not attempt to transfer the title to the shares of the Company in any way other than in accordance with the provisions of these terms; and
- 5.1.3 not allow any security interest to be created or allow a security interest to exist over the shares, including without limitation, conversion rights and rights of pre-emption, on, over or affecting the shares and not to enter into an agreement or arrangement to give or create any such security interest. For these purposes, a security interest shall mean any option, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security, interest, retention of title or other encumbrance of any kind securing, or any right conferring, a priority of payment in respect of any obligation of any person or a contractual right to shares or to any asset or liability.

6. **COMPANY ARTICLES**

- 6.1 You acknowledge that, as a consequence of becoming a shareholder of a Company, you shall be subject to the provisions of the Company's articles of association (which constitute an agreement between all of the Company's shareholders), which articles of association may include certain restrictions on shares issued and certain rights and obligations will attach to such shares.
- 6.2 The articles of association will be in the form notified to you in the Materials and/or as otherwise provided through the Platform and may be subject to other documentation or disclosures.

7. **TERMINATION**

- 7.1 Subject to clause 7.1, you may terminate your agreement under these terms on 30 days written notice to us. However, if you have an outstanding or incomplete order for investment in any Company, you may only terminate your agreement under these terms if you have:

- 7.1.1 served written notice by email on us; and
- 7.1.2 withdrawn your order from the ongoing Investment Opportunity either via the Platform, or by responding to our requests to confirm the investment to order your withdrawal.

- 7.2 We may terminate this agreement:

- 7.2.1 immediately if you breach these terms;
- 7.2.2 immediately if we suspect, acting reasonably, that you have been involved in any criminal or malicious activity or activities which are otherwise detrimental to us or the Company (including, without limitation, placing investments for the

purpose of disrupting or causing the closure of the Company's investment proposition where you have no intention of paying the Subscription Price); or

7.2.3 by giving 30 days notice;

and your use of the Platform will be terminated. If your use of the Platform has been suspended or previously terminated as a result of this clause 7.2, you will not be eligible to use the Platform without express written authorisation from us.

7.3 The Investor shall indemnify us for any loss, liability, cost or expense incurred by us in connection with the removal of an investment pursuant to clause 7.2.

7.4 If we terminate these terms whilst you have placed an order that has not been completed by the issue of shares in a Company, we reserve the right to inform the Company of the termination and take such steps as are necessary to ensure that the order is not completed.

7.5 Clauses 5, 6, 7.2, 7.3, 17, 18, 36, 29, 31 and 40, and any other clause clearly intended to survive termination of this agreement shall survive termination of this agreement. All other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach), fees and liabilities which have accrued prior to the termination.

7.6 Please note that if and when our services are terminated, unless we agree with you otherwise, we will sell your investments and return the money we receive as a result to you. Subject to circumstances beyond our control, we will sell your investments within 2 business days (on which the relevant markets are open) of receiving your termination notice/our decision to exit you from our Platform.

8. **RISKS**

8.1 Before making an investment, you must read carefully the relevant risks, both those disclosed in the Materials concerning the Company, and those which apply to the use of the Platform generally. Risks which apply to the use of the Platform generally are set out in the Risk Disclosures Document.

8.2 Whilst you acknowledge that we do not provide any investment advice or recommendations, it is typically considered prudent for Investors to consider spreading their risk over multiple investments and we encourage this approach.

9. **CORPORATE ACTIONS**

Shareholder rights

9.1 You agree that we may on your behalf execute such agreements and documents as we deem, in our absolute discretion, to be in your best interests, including but not limited to a shareholders' agreement between shareholders in the Company (a "**Company Document**") and to:

9.1.1 take and refrain from taking any actions;

9.1.2 consent to or withhold our consent to any matter; or

9.1.3 waive your rights;

under any such Company Document and, whether or not we enter into any Company Document, to take any and all other action relating to the Company which we determine is in the best interests of Investors as a whole, unless expressly provided otherwise under these terms.

9.2 Notwithstanding clause 9.1, we shall not be required or obligated to enforce any term of a Company Document or take any other action, save where

9.2.1 these terms expressly require it; or

- 9.2.2 we determine (in our absolute discretion) that any action should be determined by the Investors.
- 9.3 We shall use reasonable endeavours to notify you ("**Notification**") of matters which require your decision. We shall action any matter which is the subject of a Notification in accordance with the views of the majority of Investors (measured by the numbers of shares owned in the relevant Company) that respond to us in respect of the relevant Notification within the period specified in the Notification. Any response from an Investor received after the deadline specified in the Notification shall be invalid.
- 9.4 Notwithstanding clause 9.3, there may be circumstances where we are not appropriately notified by the Company, or receive insufficient information from the Company, or are otherwise prevented by applicable law from making a Notification and you acknowledge and agrees that we are not liable for any such failure to make a Notification.
- 9.5 We may vote on any resolution on which we are entitled to vote or give or withhold our consent to any matter where our consent is required, whether following a Notification or otherwise, except where expressly provided otherwise in under these terms.
- 9.6 In the event that we are obliged to take or refrain from taking any action by any provision of the Company's articles of association (or equivalent constitutional documents) or a Corporate Document, we may to take or refrain from taking that action (as the case may be) without requiring any further authority from Investors.

Investor back-to-back obligations

- 9.7 If we are required to enter into any agreement on your behalf, whether a Corporate Document or otherwise, you agree to "back to back" all our obligations so that you owe us the same obligations that we owe under such agreement.
- 9.8 We shall use reasonable endeavours to send any agreement referred to in clause 9.7 to relevant Investors at least [3] working days prior to the proposed date of entry into the agreement.
- 9.9 Except to the extent that a claim under it results from our negligence or wilful misconduct, you shall indemnify us and keep us indemnified, and our directors, officers, employees, agents and shareholders, from and against all claims, actions, proceedings, demands, damages, liabilities, losses, settlements, judgements, costs and expenses (including reasonable legal expenses) which arise out of, directly or indirectly, arising out of or in connection with our entering into any agreement on your behalf.

Dividends and other distributions

- 9.10 We shall account to you for all dividends and other distributions which may be paid by a Company from time to time in respect of its shares, provided your entitlement to those monies is greater than [USD 5.00] and the cost of payment does not outweigh your entitlement. You shall notify us on request of the bank account to which any such payments shall be made.

Pre-emption rights

- 9.11 On any further issue of shares in the Company, where such shares provide for pre-emption rights and these rights are not waived by an action of the Company, we may at our discretion procure that the pro-rata entitlement to such shares is made available to Investors. This may be by way of a private pitch on the Platform ("**Pre-Emption Pitch**"), in which case the following terms shall apply:
- 9.11.1 we shall use reasonable endeavours to contact all the relevant Investors prior to the opening of the Pre-Emption Pitch;
- 9.11.2 we reserve the right to limit participation in the Pre-Emption Pitch to the individual entitlement of each participating Investor based on their existing holdings in the Company;

- 9.11.3 these terms shall apply to any further shares subscribed for or purchased by Investors via the Pre-Emption Pitch; and
- 9.11.4 we may in our absolute discretion allocate any entitlement which is not taken up by the Investors to any person on the same terms as were offered to Investors.

10. **INVESTMENTS AND NEXT OF KIN**

- 10.1 You are encouraged to have in place arrangements to ensure next of kin are informed of any holdings you have on the Platform, and that instructions are provided to enable your orders to be withdrawn before they are deemed confirmed on the occurrence of death, insolvency or incapacity. We accept no responsibility or liability for orders not being withdrawn before being converted to a completed order through your failure to put in place such arrangements, or the failure of the next of kin to communicate a withdrawal.

SECTION B - COMPANY TERMS

The Company accepts that it may only use the Platform or otherwise make available an Investment Opportunity by acceptance of these terms, and that any activity shall constitute an acceptance of these terms, on the basis set out in section D.

11. **COMPANY'S OBLIGATIONS**

- 11.1 The Company must take the form of a body corporate before it can agree to these terms, which can only be used for the purposes of making an offer exempt from the requirement for a prospectus.
- 11.2 In order to use the Platform the Company agrees to provide us with all reasonable assistance to complete the investment process. This includes, but is not limited, to Company agreeing to:
 - 11.2.1 liaise with us throughout the process in good faith and promptly respond to us in relation to any request;
 - 11.2.2 provide us with full, complete and accurate information in relation to any request promptly on request, and in any such form as we may require from time to time;
 - 11.2.3 adopt or modify its articles of association in such form as we may reasonably require or such other terms of which have been disclosed to Investors and are acceptable us, and otherwise ensure that the Company has the right and power to enter into these terms and to offer the Investment Opportunity on the Platform without contravening, breaching or conflicting with the Company's constitutional documents or any agreement binding on it with a shareholder, lender or otherwise;
 - 11.2.4 ensure that the Company or SPV is registered in the ADGM;
 - 11.2.5 pass, sign and/or adopt any documentation in such form as we may from time to time reasonably require to complete the fundraise and respond to any queries in this process in a timely manner;
 - 11.2.6 ensure the Company is the sole legal and beneficial owner and has good, valid and marketable title to all its assets including but not limited to any intellectual property materially utilised by the Company;
 - 11.2.7 take all steps required and offer all reasonable assistance to ensure we meet our ongoing obligations under applicable law;
 - 11.2.8 inform its current shareholders of the proposed transaction in accordance with its current articles of association and/or shareholders' agreement, and ensure

that any necessary consents for the Investment Opportunity and the proposed transaction are obtained;

- 11.2.9 consider with its board of directors engaging appropriate independent professional advisors to advise the Company on raising investment via the Platform. Such engagement shall be a matter for each Company. We shall have no obligation to ensure the Company receives professional advice nor liability to the Company or its investors for any loss if such advice is not taken;
- 11.2.10 other than with our prior written consent, not directly or indirectly, in connection with any securities to be made available to Investors through the Platform, permit any offer of such securities to persons outside our membership or permit the communication of any invitation or inducement to engage in investment activity to any such person whether on a third party website or crowdfunding platform or otherwise and the Company shall indemnify us and hold us harmless in respect of any loss, liability, cost or expense resulting from the same;
- 11.2.11 our use of and to license to us, all Company trade names, trademarks, logos and other intellectual property of or licensed to the Company as reasonably necessary and/or desirable for the purposes of facilitating the offer of securities to be issued by the Company through the Investment Opportunity to Investors or for the general purposes of the promotion of us or the Platform, and indemnify and hold us harmless in respect of any loss, liability, cost or expense resulting from our use of the same;
- 11.2.12 ensure that any Materials and other documents disseminated by the Company complies with applicable law and regulations, including ensuring they:
 - 11.2.12.1 display adequate risk warnings which are clearly and prominently presented;
 - 11.2.12.2 are true, accurate and not misleading and contain all information that would be relevant to a potential investor of the Company;
 - 11.2.12.3 do not breach any laws or regulations;
 - 11.2.12.4 do not infringe the rights of any third party;
 - 11.2.12.5 are not defamatory or unjustifiably denigrating of any person;
 - 11.2.12.6 do not invade third party rights to privacy;
 - 11.2.12.7 do not infringe any third party intellectual property rights;
 - 11.2.12.8 are a clear and fair representation of the Company;
 - 11.2.12.9 comply with any applicable conduct of business and financial promotion rules;
 - 11.2.12.10 in the event of an opinion or intention, are made after careful consideration and are fair and made on reasonable grounds;
 - 11.2.12.11 disclose all debt, fully diluted equity issued and options granted or contemplated by the Company;
 - 11.2.12.12 disclose any civil or criminal litigation, arbitration or administrative proceedings that are taking place, pending, or to the Company's knowledge, threatened against it, any of its directors or any of its assets;
 - 11.2.12.13 disclose all other material issues impacting on the Company (and Company's directors, employees and contractors) which could

reasonably be considered to be a factor in an investment decision by an Investor; and

11.2.12.14 are kept up to date.

11.2.13 provide us with all Materials and other documents to be provided to Investors in advance so that we may review them before they are disclosed to Investors, ensure that we are provided with reasonable time to undertake such review, and implement any requirements we may have in relation to such Materials and other documents to ensure compliance with applicable law (including, but not limited to, financial promotion requirements);

11.2.14 make use of any software that may be required to access the Platform from time to time. If this software is issued by a third party the Company acknowledges that it may be required to accept the terms of a third party licence and that we have no responsibility or control over such software;

11.2.15 use best endeavours and devote such time and attention as is reasonably necessary to secure a successful fundraise for its Investment Opportunity; and

11.2.16 permit us to carry out automated background checks using a third party provider as selected by us to carry out a credit and background check on the Company and to procure permission from all directors and advisors of the Company for us to carry out automated background checks on them individually.

11.3 After the completion of a successful fundraise, the Company agrees to:

11.3.1 send at least one business update per quarter to all Investors holding shares, in addition to complying with any statutory requirements in respect of the circulation of information to its shareholders;

11.3.2 provide us with copies of any business updates or mass communications (in English) with shareholders and promptly respond to any requests from us about the Company to enable us to update the Investors where necessary;

11.3.3 complete all necessary statutory and regulatory filings within the applicable time period with any court, governmental authority or authority or body required by any jurisdiction applicable to it in respect of the Investment Opportunity;

11.3.4 comply with any requirements regarding tax registration or relief; and

11.3.5 comply with any terms regarding use of the Platform and secondary trading, as these may be amended from time to time.

11.4 The Company shall not:

11.4.1 (other than with our prior written consent which we may exercise in our sole discretion) list an Investment Opportunity on any other crowdfunding site, or raise any other investment or debt financing;

11.4.2 (other than with our prior written consent which we may exercise in our sole discretion) after an Investment Opportunity has closed on the Platform, represent any funds received by the Company at the close of the Investment Opportunity as being part of any subsequent fundraising round;

11.4.3 misrepresent its relationship with us, present false information about the services we offer or otherwise harm us in any way;

11.4.4 in any way manipulate an Investment Opportunity or knowingly allow an Investment Opportunity to be manipulated, including without limitation adding and subsequently removing investment, adding multiple investments or adding investment which is not intended to be paid up;

- 11.4.5 remove, or allow to be removed, any investment, in whole or in part, made by any person connected with the Company. In this clause 11.4.5, "connected with" means being:
- 11.4.5.1 a founder or director of the Company;
 - 11.4.5.2 a person named in the Company's offering documents provided on the Platform;
 - 11.4.5.3 a spouse, partner, parent, child, sibling of any person included in the categories set out at clause 11.4.5.1 and/or 11.4.5.2;
 - 11.4.5.4 a company, partnership, corporate entity or investment vehicle of any person included in the categories set out at clause 11.4.5.1 and/or 11.4.5.2; or
 - 11.4.5.5 an investor investing as part of the Company's cornerstone investment.

It is the Company's responsibility to ensure all persons connected with the business to which this clause 11.4.5 would apply are aware of this restriction and, if required by us, to pay a deposit which is forfeited if they withdraw their investment; and

- 11.4.6 market or otherwise offer investment opportunities available on the Platform to any investors in a country or jurisdiction where such an offer would be unlawful or would contravene local securities laws or regulations unless otherwise agreed with us in writing and subject always to the Company complying with applicable laws and regulations in each territory in which an offer is made. The Company shall also not offer shares in the United States unless otherwise agreed with us and subject always to the Company complying with applicable laws and regulations in the United States. The Company shall not hold us liable for any liability or regulatory burden arising in any such country or jurisdiction as a result of the Company's Investment Opportunity being made available on the Platform or any marketing activities of the Company or us in relation to such an offer; or

- 11.4.7 use any Investor personal data other than as agreed with us.

12. **OUR OBLIGATIONS**

- 12.1 Subject to clause 12.2 below, we shall:

- 12.1.1 use reasonable endeavours to make the Platform available to the Company for the purposes of the raising of funds for which the Investment Opportunity is intended;
- 12.1.2 use reasonable endeavours to elicit applications from Investors for subscriptions for shares in the Company by means of the Investment Opportunity and the Platform by communicating the Investment Opportunity as a financial promotion to Investors;
- 12.1.3 arrange for the transfer of shares recorded on the blockchain to Investors on receipt of the Subscription Price, and the transfer of the Subscription Price to the Company; and
- 12.1.4 provide and, insofar as reasonably possible, maintain the blockchain technology which underpins the tokenised equities issued in accordance with clause 12.1.3.

- 12.2 We are under no obligation to list the Company's Investment Opportunity on the Platform and may reject an Investment Opportunity in our absolute discretion. We may also suspend an Investment Opportunity at our sole discretion.

- 12.3 We may recommend the use of a specific professional advisor to the Company, and in such circumstances the Company acknowledges that we shall have no liability in relation to or involvement in the engagement of such advisor by the Company, and such relationship will be governed by the terms of engagement between the advisor and the Company. We have no responsibility to ensure the Company takes professional advice nor liability to the Company for loss if such advice is not taken.

13. **OUR ROLE IN APPROVING INVESTMENT OPPORTUNITIES**

- 13.1 Whilst we approve Materials, on their face, as compliant with ADGM disclosure requirements, please note that:

13.1.1 we do not provide any form of credit or investment advice;

13.1.2 we do not provide any legal or tax advice (tax treatment depends on your individual circumstances and may be subject to change in future); and

13.1.3 we do not take any view regarding whether a particular Investment Opportunity is sensible for the Company.

- 13.2 We encourage you to seek independent investment advice before engaging in any potential Investment Opportunity.

- 13.3 The Company acknowledges that the Investment Opportunity will be reviewed by Investors generally and that the Company should assume that information provided as part of its Investment Opportunity will not necessarily be kept confidential.

14. **TERMINATION**

- 14.1 The Company hereby acknowledges and consents to the performance of the services by us in accordance with these terms beginning as soon as these terms are agreed between the Company and us and that other than as set out in these terms, the Company has no right of cancellation.

- 14.2 We may suspend or cancel the provision of services under these terms, including either not listing an Investment Opportunity on the Platform or removing or suspending an Investment Opportunity on the Platform in the event that, in our opinion:

14.2.1 the Company or its directors is / are not or may not be operating in compliance with any applicable laws or regulations;

14.2.2 documentation and materials provided by the Company means that we cannot approve the pitch as a financial promotion; or

14.2.3 the Company is (in our opinion) in breach of these terms.

- 14.3 The Company may not terminate these terms unless:

14.3.1 (in event that an Investment Opportunity is not successful and we are not holding shares for the Company on the blockchain) we have received [7] business days prior written notice; or

14.3.2 (in event that are holding shares for the Company on the blockchain) we have received [90] business days prior written notice and the Company accepts responsibility for ensuring, and will provide us with all assistance we may request with, transferring the shares from our blockchain into another format.

- 14.4 The Company shall indemnify us for any loss, liability, cost or expense incurred by us in connection with the removal of an investment pursuant to clause 14.3.

- 14.5 Clauses 11.3, 11.4, 14.4, 17, 18, 36, 29, 31 and 40, and any other clause clearly intended to survive termination of this agreement shall survive termination of this agreement. All other rights and obligations will immediately cease without prejudice to any rights,

obligations, claims (including claims for damages for breach), fees and liabilities which have accrued prior to the termination.

15. TRADE MARK LICENCE

- 15.1 You shall grant us a non-exclusive licence to use, reproduce and apply the use of your logo or trading name (the "**Mark(s)**") on the Platform during the term of our agreement under these terms. The specifications of the Marks are to be agreed and defined by you and us from time to time.
- 15.2 The licence granted at clause 15.1 does not entitle us to use the Marks as part of any trade name or corporate title or domain name or otherwise of us or our group companies and we will procure that no such use is made by our group companies.
- 15.3 We will not during the term of our agreement under these terms apply anywhere in the world to register any trade marks identical to or so nearly resembling the Marks as to be likely to deceive or cause confusion.

SECTION C – GENERAL TERMS

16. SECONDARY TRADING TERMS

- 16.1 We are currently in the process of developing Secondary Trading functionality and applying for the relevant licences. Any future Secondary Trading will be subject to future terms, and you may be required to accept such terms before being able to engage in Secondary Trading. Any such terms will be determined at our absolute discretion.

17. LIABILITY

- 17.1 Nothing in these terms shall exclude or limit liability for death or personal injury resulting from the negligence of a party or their agents or employees nor for fraud by or on behalf of a party. Nothing in these terms shall limit any liability to the extent that liability may not be excluded or limited by any applicable law or regulation.
- 17.2 With the exception of clause 17.1 above, our liability (which shall include our affiliates or group companies; and our directors, officers and employees) in contract, tort, negligence, pre-contract or other representations or otherwise arising out of these terms or the performance of our obligations under these terms shall be limited in aggregate to the lesser of:
- 17.2.1 (in respect of the Investor) the total amount invested in the Investment Opportunity by the Investor on the Platform up to the date of the event leading to the claim;
- 17.2.2 (in respect of the Company) the total amount paid to us in fees in relation to the Investment Opportunity by the Company up to the date of the event leading to the claim; or
- 17.2.3 £1,000.
- 17.3 We shall not be liable in contract, tort (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise under these terms for: (a) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings); or (b) any special, indirect or consequential losses; whether or not such losses were known to the parties at the commencement of your agreement under these terms.
- 17.4 We have no liability for and do not guarantee that the Company will meet its funding target as a result of an Investment Opportunity on the Platform. We have no responsibility for Investors who do not proceed with their investment following receipt of their order to invest in an Investment Opportunity. You acknowledge that the purchase of shares is an agreement between Company and Investors and that we are not a party to this agreement and cannot enforce payment by Investors and is not liable for payment of any monies raised via the Platform itself. directors, officers, employees, agents and

shareholders from and against all claims, actions, proceedings, demands, damages, liabilities, losses, settlements, judgements, costs and expenses (including reasonable legal expenses) which arise out of, directly or indirectly, any act or omission by you.

- 17.5 We may use any assets we hold on your behalf to cover any loss, liability, damages, costs and expenses incurred or suffered by us in the due performance of our rights and obligations under these terms.

18. **COMPLAINTS AND QUERIES**

- 18.1 Should you have any complaint or queries about the services we provide or these terms, please contact us on +971 50 369 1991 or by writing to us at support@jibrel.network. We handle complaints fairly, consistently and promptly, and will seek to resolve a complaint within 60 days from receipt of the complaint.

- 18.2 Complaints may subsequently be addressed directly to Abu Dhabi Global Markets (ADGM) whose contact details are as follows:

cx@adgm.com

19. **CONFLICT OF INTERESTS**

- 19.1 We will always endeavour to act in your best interests as our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions. We will also describe the steps we will take to ensure fair treatment.

- 19.2 We implement systems and controls to ensure compliance with all relevant laws, regulations, codes and practices relating to our business activities. We are committed to operating in the best interests of our clients and managing conflicts of interest fairly. Where there is a conflict of interests, we will not knowingly deal unless we have taken reasonable steps to ensure fair treatment for our clients.

20. **LEGAL OBLIGATIONS**

- 20.1 You shall provide us with such reasonable assistance as we may require to comply with our obligations under applicable law. This includes but is not limited to providing us with such identification and other information we may from time to time require to comply with our anti-money laundering policies.

21. **WAIVER**

- 21.1 No failure or delay by a party to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. **NO PARTNERSHIP OR AGENCY**

- 22.1 We are an independent organisation, and do not act as agent or representative of the Company or any Investor, unless explicitly authorised in writing separately to these terms. Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

23. **NO CHARGE OVER ASSETS**

- 23.1 All Company shares held in connection with the Platform may not be assigned, transferred, mortgaged, charged or otherwise encumbered by any person or party without our written consent.

24. **ASSIGNMENT**

- 24.1 The provisions of these terms shall not be assigned, transferred or otherwise encumbered by you without our written consent. We may assign our rights and obligations under these terms without restriction subject to compliance with applicable law and regulation.

25. **CHANGES TO THESE TERMS**

- 25.1 We may make changes to these terms for the following reasons:

25.1.1 Changes to relevant law or regulation, or a decision of a court.

25.1.2 Changes to the way we are taxed (including the requirement to pay any government or regulatory levy), or the way you or an Investment Opportunity is taxed.

25.1.3 Changes required by any regulatory or tax authority or industry guidance or codes of practice.

25.1.4 Changes in the way investment markets work, including changes in investment/securities dealing or administration which may affect your account.

25.1.5 To make the terms easier to understand and any other changes that are not detrimental to you.

25.1.6 If it becomes impossible or impractical, in our reasonable opinion, to carry out any of the terms as a result of circumstances beyond our reasonable control.

25.1.7 To reflect changes to our services or the manner in which we provide them to you.

25.1.8 To reflect changes to the range of investments we make available from time to time.

25.1.9 To reflect improvements to our online service that technological, service or propositional enhancements have allowed us to make.

- 25.2 Changes to these terms which are due to reasons outside our control (eg changes in legislation) or are not detrimental to you (eg improvements to the service we are able to offer you) will take effect immediately and we will notify you at the next appropriate opportunity. We will not be liable to you for any failure or delay in performing our obligations under the terms if such failure or delay is due to any cause outside our reasonable control.

- 25.3 Otherwise, we will write and tell you about any material changes at least 30 calendar days before a change becomes effective and where this is reasonably possible. However, if it is not possible, we will write to you at the earliest opportunity after the change has taken place.

26. **WIND DOWN**

- 26.1 In the event we enter wind down, for whatever reason, we shall:

26.1.1 in respect of any Investment Opportunity which has not completed, notwithstanding any other provision of these terms, have the right to

immediately cancel any such Investment Opportunity, and return all monies held for Investors back to the relevant Investors.

- 26.1.2 in respect of any Investment Opportunity which has completed, freeze any trading in relation to any relevant Company, and will take all reasonable steps pass the details of shareholding to another person with a view to that person administering the shareholder register.

27. **COMMUNICATIONS AND NOTICES**

- 27.1 Any communications and notices given under or in connection with these terms will be in the English language, marked for the attention of the specified representative of the party to be given the notice and:

- 27.1.1 delivered to or left at that party's address; or

- 27.1.2 sent by e-mail to that party's address through the Platform.

- 27.2 Any communications and notices given in accordance with clause 27.1 will be deemed to have been served:

- 27.2.1 if given as set out in clause 27.1.1, at the time the notice is delivered to or left at that party's address; and

- 27.2.2 if given as set out in clause 27.1.2, at the time of sending the e-mail.

- 27.3 To prove service of a notice it will be sufficient to prove that the provisions of clause 27.1 were complied with.

- 27.4 The address, e-mail address and representative for a party may be changed by a party giving at least [seven] days' notice to us in accordance with this clause 27. You are responsible for ensuring that any address you provide us for notices and communications is kept up to date and accurate.

28. **REMUNERATION**

- 28.1 We will charge fees set out in the fee schedule. You acknowledge that ancillary charges, fees and / or taxes may be payable to third parties in connection with an investment under these terms, and may exist in addition to those which we pay or impose.

- 28.2 In the event of non-payment or late payment of our fees, you agree that we may use, sell, retain or set-off assets held by us on your behalf. We will only exercise this right if we have asked you for payment in writing and the sum is outstanding for 30 calendar days from the date of our request.

- 28.3 You acknowledge that ancillary charges or fees, including legal fees, may be payable to third parties in connection with an investment, and acknowledges that such charges or fees are in addition to any fees under these terms.

- 28.4 All fees either:

- 28.4.1 shall be paid within [X] days of the date of an invoice from us; or

- 28.4.2 deducted from investment monies we hold for you.

- 28.5 If an Investment Opportunity is unsuccessful or otherwise cancelled, and a Company goes on to raise money from persons introduced by us, we will charge the Company all commissions and fees under this agreement. Such fee is not payable where the Company has written evidence (such as an email chain) that the person was already known to the Company and was not introduced by us.

28.6 Additional services, including any marketing agreement, may be agreed separately by the parties (or where required by us, in the form specified by us), and any fees in relation to these shall be agreed separately.

28.7 The Company is liable for all taxes payable under these terms and the issue, holding or transfer of shares, including, without limitation, if there is a change in VAT laws and VAT becomes payable on any of our fees.

29. **CONFIDENTIALITY**

29.1 Save as permitted by clause 29.2, both you and we undertake not to disclose any confidential information at any time during the term of our agreement under these terms, and a period of two years after termination of these terms, to any person any confidential information concerning the business, affairs, customers, clients or suppliers of an Investor, a Company and / or us.

29.2 You and we may disclose confidential information:

29.2.1 to employees, officers, representatives or advisers who need to know such information for the purposes of carrying the relevant obligations under these terms. The relevant party shall procure that its employees, officers, representatives or advisers to whom it discloses confidential information comply with this clause 29; and

29.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

30. **DATA PROTECTION**

30.1 All of your personal information and financial information (called personal data) will be processed in accordance with our Fair Processing Notice.

31. **ANTI-CORRUPTION**

31.1 The parties will, and will procure that their officers, employees, agents and any other persons who perform services for or on behalf of them in connection with these terms will:

31.1.1 not commit any act or omission which causes or could cause it or the other parties to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, under applicable law;

31.1.2 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with these terms and the steps taken to comply with this clause 31.1, and permit us to inspect those records as reasonably required;

31.1.3 promptly notify us of:

31.1.3.1 any request or demand for any improper financial or other advantage received by it; and

31.1.3.2 any improper financial or other advantage it gives or intends to give

whether directly or indirectly in connection with these terms; and

31.1.4 promptly give us written notice of any breach of this clause 31.1.

31.2 Any breach of clause 31.1 will be a material breach of these terms which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of such breach. You will indemnify us against all loss arising out of or in connection with any breach by you of clause 31.1 (including any failure or delay in

performing, or negligent performance or non-performance of, any of your obligations under clause 31.1).

32. **TAX EVASION**

- 32.1 You will ensure that you and your officers (or partners in the case of a partnership), employees, agents and other persons performing services for or on your behalf will not by acting as such in connection with these terms by any act or omission commit, cause, facilitate or contribute to the commission by any person of a tax evasion offence or facilitation of tax evasion offence. For the purposes of this clause 32.1, a tax evasion offence includes cheating a public revenue authority or being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of tax and tax includes duties and social security contributions.
- 32.2 You will as soon as reasonably practicable give written notice to us upon a breach, or suspected breach, of any of its obligations in clause 32.1, and on its becoming aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements of clause 32.1.
- 32.3 You will use your best efforts to include in any sub-contract which you enter into in connection with these terms a clause materially equivalent to this clause 32 and will use best efforts to procure that any such sub-contractor (including any delegate) entering into a further sub-contract in relation to these terms will include a clause materially equivalent to this clause 32 in the sub-sub-contract.

33. **INTELLECTUAL PROPERTY**

- 33.1 In this clause 33:

- 33.1.1 **"Arising IPR"** means all IPR created or generated in relation to the operation and the functioning of the Platform, as well as the fund raising process;
- 33.1.2 **"Background IPR"** means any and all IPR that are owned by or licensed to a party prior to the entering into these terms or developed or otherwise acquired by a party after entering into these terms other than through participation or delivery or receipt of our services;
- 33.1.3 **"IPR"** is any and all intellectual property rights of any nature, anywhere in the world whether registered, registrable or otherwise, including patents, petty patents, utility models, trademarks, trade secrets, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programmes, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature including the "look and feel" of any websites.

- 33.2 The parties agree that these terms do not affect any rights of ownership of any Background IPR which shall at all times remain with the owner of such Background IPR and except as specifically set out in these terms, nothing in these terms will grant or be deemed to grant impliedly or otherwise ownership of or rights of use of such Background IPR to the other party.
- 33.3 The parties agree that any Arising IPR will vest solely and absolutely in us and you assign (or will procure the assignment) with full title guarantee of title to us all present and future rights and interest in the Arising IPR, including, without exception or conditions, all rights to reproduction, presentation, translation, adaption, transformation, arrangement and more generally the right to exploit, for any usage and any direct or indirect operation of any or all parts of the Arising IPR, for any purpose, in any form and any medium.
- 33.4 For the avoidance of doubt, the parties agree that any customer data, any and all IPRs owned by or licensed to us including databases, designs, drawings, processes and

developments which may be supplied to or held by you remain our sole and undivided property and you has no right to use such IPRs.

- 33.5 If any allegation is made or any claim asserted by any third party against us, or any third party claiming title from or through us, that any act done or proposed to be done by you constitutes a violation or infringement of any IPRs right held by a third party ("**IPR Claim**"), you will indemnify us against any loss, liability or damage (including all costs and expenses) arising directly out of such allegation or claim whether in contract, tort (including negligence) or otherwise however caused. We shall:

33.5.1 notify you in writing of any IPR Claim;

33.5.2 allow you to conduct all negotiations and proceedings and provide you with such reasonable assistance as is required by you, each at your cost, regarding the IPR claim; and

33.5.3 not, without prior consultation with you, make any admission relating to the IPR Claim or attempt to settle it, provided that you consider and defend any IPR Claim diligently, using competent counsel and in such a way as to not bring the our reputation into disrepute.

34. **ANNOUNCEMENTS**

- 34.1 The parties will not make any public announcements, nor permit a public announcement to be made, unless agreed in accordance with a marketing plan, to be agreed separately.

- 34.2 Notwithstanding clause 34.1, the Company or we may make a public announcement if and to the extent required by law or by any governmental or regulatory authority (including any stock exchange or listing authority). If the Company is required to make a public announcement by law or by any governmental or regulatory authority (including any stock exchange or listing authority) the Company will:

34.2.1 promptly give us written notice; and

34.2.2 use reasonable endeavours to agree with us the form, content and timing of the public announcement,

provided that doing so would not cause a party to breach the relevant law or requirement.

35. **ENTIRE AGREEMENT**

- 35.1 These terms constitute the entire agreement between you and us and supersede any prior agreement or arrangement in respect of its subject matter and:

35.1.1 neither you nor we have entered into an agreement under these terms in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by another party or any other person and whether made to you or us or any other person) which is not expressly set out in these terms;

35.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into an agreement under these terms and which is expressly set out in these terms will be for breach of contract; and

35.1.3 nothing in this clause 35 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

36. **ILLEGAL, UNLAWFUL, VOID OR UNENFORCEABLE TERMS**

- 36.1 If any provision of these terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be

severed from these terms and this will not affect the remainder of these terms and conditions which will continue in full force and effect.

37. COUNTERPARTS

These terms may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

38. RIGHTS OF THIRD PARTIES

- 38.1 The parties intend that these terms will be enforceable between all parties which have signed up to and agreed to abide by these terms, whether at the time of the signing of these terms or by virtue of becoming a signatory to these terms at a later date. The parties do not intend that these terms will be enforceable by any person who is not signed up to these terms.

39. GOVERNING LAW AND JURISDICTION

- 39.1 These terms and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with law which applies in the ADGM and, for the benefit of both parties, the ADGM courts shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of, or in connection with these terms, or the breach, termination or invalidity of them, or relating to any non-contractual obligations arising from or in connection with them.

40. THIRD PARTY INFORMATION

- 40.1 Information may be made available in the platform which has been provided to us by third parties. You accept that we do not take responsibility for the information such third parties may provide, and you must perform your own assessment of the value, and potential value of any Investment Opportunity into which you buy, sell or otherwise participate.
- 40.2 The Platform may contain links to third party sites from time to time. These links are not controlled by us and we are not responsible for their content or availability. You acknowledge that any personal information provided to such a site will not be handled in accordance with our privacy policy.

SECTION D – ACCEPTANCE OF TERMS

41. ACCEPTANCE BY AN INVESTOR

- 41.1 By agreeing to these terms, if acting in the capacity of the Investor you acknowledge that you have read these terms carefully and agree to:
- 41.1.1 these terms and any document referred to in these terms;
 - 41.1.2 the Fair Processing Notice
 - 41.1.3 the registration form
 - 41.1.4 the risk warnings and disclaimers we have provided to you regarding use of the Platform (and any subsequent risk warnings and disclaimers we provide to you before making an investment); and
 - 41.1.5 any legal agreement presented (which may be with the Company rather than us), specific to a particular Investment Opportunity that you apply to invest in.

42. ACCEPTANCE BY A COMPANY

- 42.1 By agreeing to these terms, if acting in the capacity of the Company you acknowledge that you have read these terms carefully and agree to:

- 42.1.1 these terms and any document referred to in these terms;
- 42.1.2 the risk warnings and disclaimers we have provided to you regarding use of the Platform;
- 42.1.3 the Fair Processing Notice,; and
- 42.1.4 any legal agreement presented (which may be with the Investors rather than us), specific to a particular Investment Opportunity that you provide.

You indicate your agreement to these terms by [clicking the below], and these terms shall take effect the point you indicate your agreement to these terms:

[]