

Terms and conditions

These Terms and Conditions (the “Site Terms” or the “Terms and Conditions”) set out the terms on which you may use and access the website globacap.com (including any sub-domains, platforms or pages thereof) and use or otherwise interact with the Globacap Platform or any associated websites or any APIs or other connections thereto (collectively, the “Site”) and contains the terms on which you may access any functionality available on the Site, and on which any services or functionality are provided by Globacap to you (“Globacap Services”), each from time to time.

By accessing the Site, logging into your Globacap Account, or accessing or using any Globacap Services you agree in each case to these Site Terms, and acknowledge and consent to our [Privacy Policy](#) and [Cookie Policy](#). Certain parts of the Site or certain Globacap Services may be subject to additional terms and conditions from time to time, including without limitation our Customer Terms of Service (and any services we provide under the Customer Terms of Service), and these Site Terms are without prejudice to those additional terms and conditions.

References in these Site Terms to “Globacap”, “we”, “us” or “our” (or similar) is a reference to Globacap Limited a company incorporated in England with company number 11046987, and any of its affiliates. References to this “website” is to Globacap.com and any sub-domains or pages thereof, and to the “Platform” or the “Globacap Platform” is to the Globacap Platform operated by Globacap and accessible via the Site.

1. Account set-up

- 1.1. **Registration:** To use any Globacap Services, you will need to register for a Globacap account (a “Globacap Account”) by among other things providing your name, email address and a password and accepting the terms of these Site Terms.
- 1.2. **Eligibility.** To be eligible to use or access the Site and any Globacap Services, you must ensure and are deemed to represent and warrant to Globacap that you are at least 18 years of age, and that you are legally permitted to access and use the Site and the relevant Globacap Services in your jurisdiction, and that you comply with all applicable laws in your jurisdiction.
- 1.3. **Communication.** All communications connected with the Site, including those from us to you, and those from or on our behalf of any Company or Customer, may be solely in electronic form, via the Site (or any messaging or communication methodology of the Site) and/or to the email address you have provided to us associated with your account, as updated by you from time to time (“your email address”), as set out in more detail in paragraph 15 (Notices and communications) and paragraph 16 (Electronic communications).
- 1.4. **Onboarding and information requests:** Before you are permitted to access or use certain functionality available on the Site and/or access one or more Globacap Services, and from time to time, you may need to complete certain onboarding and/or verification procedures or provide us with certain information. You agree to provide such information, including information about you, as we may reasonably request from time to time. Depending on the Globacap Service, this may include providing us with the information we request for the purposes of identity verification, and any know-your-customer, anti-money-laundering, and other client classifications, compliance or onboarding checks, or otherwise related to our Onboarding / AML Requirements. We may make enquiries, whether directly or through third parties or our service providers, that we consider necessary to verify your identity or comply with our onboarding or account set-up requirements, Onboarding / AML Requirements, or Applicable Rules. If you do not provide information that we request, we may suspend or restrict access to your Globacap Account, or your access to any functionality of the Site. You agree that we may keep a record of such information, and consent to

our processing of any personal data provided in connection therewith as set out in this paragraph and in paragraph 10 (Data Protection) and our [Privacy Policy](#). You represent and warrant to us on a continuing basis that all information you provide Globacap from time to time is and remains true, complete, accurate and not misleading in all respects.

- 1.5. Enquiries: We may make enquiries, whether directly or through third parties or our service providers, that we consider necessary to verify your identity or comply with our onboarding or account set-up requirements, Onboarding / AML Requirements, or Applicable Rules. We may take action we reasonably deem necessary based on the results of such enquiries. When we carry out these enquiries, you acknowledge, consent and agree that information that you have provided to us, including your personal information, will be disclosed to the entities with whom we are making enquiries or the relevant third parties (or any entities or agencies with whom those third parties carry out checks or enquiries), and you permit us to keep a record of such information and the results of such enquiries.
- 1.6. Client categorization. As a precondition to accessing certain Globacap Services you will be required to complete questionnaires or provide confirmations to Globacap with respect to your client categorization for the purposes of one or more applicable laws, rules or regulations. This may include requirements in respect of net worth, annual income, knowledge and experience, prior investments, and so forth, and may include certifications as to investor type. You acknowledge that Globacap will rely on any information provided by you and client classifications done by you, and you represent and warrant to Globacap on a continuing basis that you meet and continue to fall within the client classification(s) that you have confirmed to us, and where any conditions are applicable to that client classification(s) that you continue to meet those conditions.
- 1.7. Discretion. We may, in our sole discretion, refuse to open a Globacap Account for you, or suspend or terminate any Globacap Account or any specific activity relating to any Globacap Account, or restrict your access to one or more Globacap Services at any time.

2. Customers, Users, and Stakeholders

- 2.1. Customers. Globacap may from time to time provide Globacap Services to one or more companies, partnerships, funds, or similar legal entities as Globacap's customer (each a "Customer").
- 2.2. Customer Terms of Service. Globacap's services to that Customer will be subject to Globacap's [Customer Terms of Service](#), which is a separate agreement between Globacap and the Customer, as supplemented from time to time (the "Customer Terms of Service"), and the relevant Customer Terms of Service will apply as between Globacap and the Customer. These Site Terms are without prejudice to any Customer Terms of Service or other agreements between Globacap and a Customer.
- 2.3. Customer Users. Where a Customer has added you as a "User" in respect of them or their account with Globacap, the Customer is our customer and the Customer is authorising you to access or give instructions in respect of or otherwise access one or more Globacap Services on their behalf as their authorised representative. Your interactions with the Site as a User of that Customer, including your submission of any data, information, or other Content relating to that Customer or in your capacity as a User of that Customer, will be subject to the Customer Terms of Service (and any other contracts in place between us and that Customer), and these Site Terms. You undertake that you have read and that you will comply with the Customer Terms of Service, and that in interacting with the Site or any Globacap Services as a Customer's User, you will at all times (i) ensure that you are duly authorised to do so, and to perform the relevant actions or give the relevant instructions, and (ii) act in accordance with the Customer Terms of Service and any policies, procedures or requirements to which you may be subject by the Customer from time to time. By accessing the Site or accessing or using any Globacap Services as a User of a Customer, you agree in each case to the Customer Terms of Service as between that Customer and Globacap.
- 2.4. Stakeholders. If you are a shareholder or other Stakeholder in a Customer who manages the relevant securities or other assets using the Platform, then you may be a "Stakeholder" in that Customer as

defined in the Customer Terms of Service. As a Stakeholder you consent to your information and data being used or processed for the purposes of the relevant Customer and Globacap Services subject to our Privacy Policy (as set out in more detail in paragraph 10 (Data Protection), and you acknowledge and consent that the Customer may interact with you, including sending all communications, notices, resolutions and other information to you, solely in electronic form including via the Site, as set out in more detail in paragraph 15 (Notices and communications) and paragraph 16 (Electronic communications), and any responses thereto (including without limitation any votes on any resolutions) may be given by you and accepted by the Customer via the Site or any messaging or voting functionality in the Site.

3. Issuance Platform

- 3.1. **Issuance Platform.** The Site may contain one or more potential investments, capital raisings, or other offerings of securities, assets or investments (each an "Issuance") issued or to be issued by one or more Companies. Each Issuance will have its own section or pages of the Site relating to it (the "Deal Pages") which may contain other documents or offering materials provided by the Company in respect of that Issuance. Where you are an Eligible Person in respect of an Issuance, and you decide to apply for or invest in or subscribe or apply for that Issuance, this will be subject to the investment terms and other terms and conditions referenced on that Deal Page, and in any other offering materials or agreements relating to that Issuance (collectively the "Investment Terms"). You will be deemed to represent, warrant and confirm to Globacap and the Company that you have read and understood in full the Deal Page(s) and Investment Terms, and any materials contained or referenced in the Deal Pages or the relevant Investment Terms, and the together with the [Risk Warnings](#) and any specific risks or disclosures referenced on the Deal Pages.
- 3.2. **Eligible Persons.** Each Issuance will only be available to Eligible Persons, and may be limited by the Company to certain specific persons or to persons who satisfy certain eligibility criteria. If you are not an Eligible Person, or are not an Eligible Person for one or more specific Issuances, you must not access that Issuance or any Deal Page relating to any (or the specific) Issuance, or any information relating thereto. Whenever you register for, request access to, view, or place an order for, any particular Issuance, you are deemed to represent and warrant to Globacap that you are an Eligible Person generally and in respect of that specific Issuance, and that you have such knowledge, experience and sophistication in financial, investment, tax, business and technology matters so as to be able to evaluate the legal, economic and other merits and risks associated with the relevant Issuance or investment and to make an informed decision with respect thereto. For these purposes "Eligible Persons" are those persons or entities who are eligible to participate in the relevant investment based on the elections or invitation of the relevant company and the applicable laws, rules, regulations and restrictions in their jurisdiction or to which they or their activities are subject, or applying to the relevant Issuance, or under Applicable Rules.
- 3.3. **Investment commitment.** When you make and pay for an investment through the Platform the amount of money you have invested or subject to the relevant order or application will be deducted from your "available" balance shown on your Globacap Account in the relevant currency, and will be shown as "allocated". For the period between when you make the investment by giving your order and when the Issuance completes, the money will continue to be held in a client money account, but it will not appear as part of the "available" balance shown in your Globacap Account, and it will not be available for you to withdraw. Once the investment is completed, the money will be transferred to the relevant issuing Company as payment for your investment and will cease to be held for you as client money. If the relevant Issuance does not complete or is cancelled, for any reason, the money will remain in the client money account and will be credited back to the "available" balance of your Globacap Account of the relevant currency.
- 3.4. **Relationship.** Any Issuance is an offer by the relevant issuing Company, and not an offer by Globacap, and any agreement to issue or allot any assets to a potential investor is an agreement between the Company and that potential investor.

4. Client money; holding of assets

- 4.1. Client Money. Any cash received and accepted by us under the terms of these Site Terms and held for you will be held as client money under and for the purposes of the FCA Rules, and credited to the balance of your Globacap Account. In any other circumstances where we are required to hold money as client money, we will hold such money as client money under and for the purposes of the FCA Rules.
- 4.2. Withdrawal. You may contact us to request a withdrawal of an amount up to the total balance of the cash credited to your Globacap Account (excluding any amounts that are allocated, subject to an outstanding instruction or restriction, or otherwise unavailable). The process for any withdrawals will be set out on the Platform or provided on request, and may be subject to fees such as transfer fees.
- 4.3. No interest. No interest will accrue or be paid to you on any credit balances in your Globacap Account.
- 4.4. Separate Custody Agreement. Unless required by the FCA Rules, we will generally not hold securities or non-cash assets as client assets for you unless we have entered into a separate custody service agreement or custody terms with you (a "Custody Agreement") under which we may hold securities, cash, securities or other assets for you. Any assets held under a Custody Agreement will be held under the terms of that Custody Agreement.
- 4.5. Information relating to holding of assets. Additional information relating to the holding of assets that we may hold for you from time to time is set out at Annex 1 to these Site Terms which is incorporated into and forms part of the agreement between you and Globacap.

5. Instructions

- 5.1. Instructions. Except as otherwise provided herein, or required pursuant to applicable laws, Globacap will only act upon your instructions in respect of your Globacap Account or any of your assets or orders. References herein to an "instruction" is to an instruction or authorisation or order (including standing instructions, authorisations or orders) given by you to us in any manner that we may accept from time to time; "instruct" and "instructed" will be construed accordingly.
- 5.2. Giving of Instructions. Instructions may be given (and, where needed, signed and/or authenticated) electronically via the Globacap platform, or by any other method agreed by Globacap. You expressly agree and instruct us to assume that any instruction from your Globacap Account is from you and is duly authorised.

6. Own Risk; No Advice

- 6.1. Risks. You acknowledge and agree that any Investment or your use of any Globacap Services is at your own risk. In respect of any Issuance, your capital is at risk and other risks will apply. Please see the [Risk Warnings](#) available on our Site and the specific Deal Risks specified on the Deal Page associated with the relevant Issuance.
- 6.2. No advice. Globacap does not provide advice and will never act as your adviser or in any advisory capacity. If you do require any form of advice, or are in any doubt about these Site Terms or any other terms or information on the Site or applicable to any Globacap Services, please contact your appropriate independent professional adviser.
- 6.3. Independent advice. It is your responsibility to obtain such advice, including legal, tax, accounting, regulatory, investment, financial and other professional advice, as you deem appropriate based on

your particular circumstances, knowledge and experience, and you represent and warrant to us on a continuing basis that you have done so.

7. Liability

- 7.1. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT GLOBACAP IS NOT LIABLE TO YOU FOR ANY LIABILITY SUFFERED BY YOU OR ANY PERSONS FOR WHOM YOU ACT FROM TIME TO TIME ARISING FROM OR IN CONNECTION WITH THE SITE, ANY INVESTMENT, YOUR GLOBACAP ACCOUNT, OR ANY GLOBACAP SERVICES, UNLESS CAUSED BY OUR WILFUL MISCONDUCT OR FRAUD. WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS, HOWSOEVER ARISING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GLOBACAP IN CONNECTION WITH THIS AGREEMENT OR ANY GLOBACAP SERVICES, WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR ANY OTHER THEORY, EXCEED IN AGGREGATE THE FEES PAID BY YOU TO GLOBACAP DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY OR, IF YOU HAVE NOT PAID ANY FEES TO GLOBACAP IN THE LAST 12 MONTHS, THEN TO A MAXIMUM AGGREGATE AMOUNT OF TEN POUNDS STERLING.
- 7.2. **"AS-IS" AND "AS AVAILABLE" BASIS.** THE SITE AND ANY GLOBACAP SERVICES (IF ANY) ARE OFFERED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, GLOBACAP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS AND WARRANTIES OF COMPLETENESS, MERCHANTABILITY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ANY COMPUTER VIRUS / HARMFUL COMPONENT OR NON-INFRINGEMENT, WITH RESPECT TO THE USE OF THE SITE OR ANY INFORMATION POSTED ON OR SERVICES AVAILABLE THROUGH THE SITE. IN NO EVENT WILL GLOBACAP OR ITS REPRESENTATIVES BE LIABLE FOR ANY LIABILITIES OF ANY KIND WHATSOEVER RESULTING TO YOU OR TO ANY THIRD PARTY DIRECTLY OR INDIRECTLY FROM ANY USE OF OR DEFECT IN THE SITE OR ANY INFORMATION CONTAINED ON THIS SITE OR ANY UNAVAILABILITY OR MALFUNCTION OF THE SITE.
- 7.3. **Indemnification.** You hereby agree to indemnify, hold harmless and, at the request of Globacap, defend Globacap and any investee or nominee companies and their respective representatives against all Liabilities arising from or relating to or in connection with activities, services or actions that occur under or in connection with these Site Terms, any Globacap Services, your Globacap Account, any Investments, and/or your use of the Site or any services or activities thereon.
- 7.4. **Release of Globacap.** If you have a dispute with any other user of the Site or Globacap Services, including any Customer or persons associated with them, you agree that neither we nor our representatives will be liable for any Liabilities arising out of or connected with such disputes.
- 7.5. **Force Majeure.** We and any of our representatives are not liable to you for any Liabilities, costs or expenses incurred by you as a result of any failure, interruption or delay in performance of any of our obligations resulting from acts, events or circumstances not reasonably in our control, including but not limited to acts of war or terrorism, acts of God, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications, electronic or computer services, networks, computer network, infrastructure, services provider, blockchain system, platforms and systems, or the failure by any relevant intermediate broker or agent, any blockchain system, agent or principal of ourselves, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.
- 7.6. **Disclaimer.** No representation or warranty is given, and no responsibility or liability is or will be accepted, by Globacap as to the performance of any Investment, risks associated with any Investment, or whether a particular Investment is suitable for, or may benefit, any particular investor, or the achievement or reasonableness of any projections, estimates, prospects or returns contained or referred on an Deal Page or in respect of a particular Investment, or any forward-looking or aspirational statements.

- 7.7. Applicable Law. This paragraph is without prejudice to our obligations under Applicable Rules. Nothing in these Site Terms reduces, limits or excludes any liability for fraud or any other liability which cannot be reduced, excluded or limited under Applicable Rules.
- 7.8. Not exclusive. These limitations of liability and indemnities are in addition to any other limitations, rights, remedies, recourse, security or other rights that Globacap may have from time to time under applicable law or under any contracts or terms in place with you.

8. Fees, and Payments

- 8.1. The fees associated with Globacap Services will be set out on the Site or communicated to you from time to time. We reserve the right to adjust any fees at any time by not less than 30 days prior written notice to you.
- 8.2. You are responsible for payment of our fees and other charges, when due, as notified to you (including notification via the Site or other messaging system in a manner approved in advance by us and notified to you from time to time) or agreed with you from time to time. These amounts must be paid to us free and clear of any set-off or counterclaim, and without withholding or deduction.
- 8.3. You authorise us to debit any of your Globacap Accounts to pay any amounts due to us or otherwise in connection with your instructions, these Site Terms, or our services.
- 8.4. If you fail to pay any amount when due and payable to us, we reserve the right to charge you interest on such amount until the date that payment is received by us, at a rate equal to the Bank of England Base Rate prevailing at the current time plus four per cent. per annum (4% p.a.) as determined in our absolute discretion. Interest will accrue on a daily basis and will be due and payable as a separate debt.

9. Set-off and deduction

- 9.1. Set-off. You agree that we may retain or make deductions (by way of set-off or otherwise) from any amounts which we or any of our affiliates owe to you in respect of any liability you or any of your affiliates have or may have to us, regardless of the currency or place of payment of the obligation. For the purpose of cross-currency set-off, we may convert any obligation at a prevailing market rate of exchange available to us in our reasonable discretion. If an obligation is unascertained we may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.
- 9.2. Deductions. We may deduct or withhold all forms of tax (wherever or whenever imposed) or any other amounts required by law or any court or legal process from any payment or delivery or amounts held for you if obliged to do so under applicable laws. In accounting for tax or making deductions or withholdings of tax, we may estimate the amounts concerned. We will credit or send to you any excess of such estimated amount over the final confirmed liability as quickly as practicable.

10. Privacy and Data Protection

- 10.1. You acknowledge and consent to our [Privacy Policy](#) and [Cookie Policy](#) and that we may collect, use and otherwise process personal data in relation to you as set out therein, including data that you provide to us, or that is provided to us by one or more of our Customers (for instance if you are a User or a Stakeholder of a Customer), or that we otherwise obtain as set out in those documents.

- 10.2. Accordingly, you represent and warrant to us that (a) you have and will comply at all times with data protection laws to the extent they apply to you or any disclosure by you to us of personal data; (b) your disclosure to us of any personal data was or will be made in accordance with all applicable data protection and data protection laws, and those data are accurate, up to date and relevant when disclosed; (c) if at any time you disclose to us any personal data relating to an individual other than yourself, you have (or will at the time of disclosure have) provided the individual with a copy of, or directed the individual towards a webpage containing our Privacy Policy (as amended from time to time) and obtained their consent to disclose such personal data to us; and (d) if from time to time we provide you with a replacement version of our Privacy Policy you will promptly read that notice and (where applicable) provide updated copies of our Privacy Policy to, or re-direct towards a webpage containing our updated Privacy Policy, any individual whose personal data you have provided to us.
- 10.3. You are not obligated under law to provide Globacap with personally identifying information. However, if you do not provide certain personally identifying information, you will not be able to use the Site or one or more areas or functionality of the Site, and we may not be able to provide some or any services to you. Globacap will use your personally identifying information as set forth in Globacap's Privacy Policy.
- 10.4. Personal data may be transferred to or processed in other EU member states, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively "EEA"). Personal data may also be transferred from the EEA to or processed in countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, the EU member states or the European Commission ("Adequacy Decisions"), without any further safeguard being necessary.
- 10.5. If the processing of personal data includes transfers (either directly or via onward transfer) from the EEA to countries which have not been subject to an Adequacy Decision ("Other Countries") and such transfer or disclosure is not permitted through alternative means approved by the European Commission (e.g., the EU-US Privacy Shield) or by applicable Data Protection Laws, Globacap will take all reasonable steps to ensure that personal data is treated securely and in accordance with applicable Data Protection Laws.
- 10.6. References herein to "data protection laws" includes (i) all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and (ii) any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
- 10.7. Notwithstanding any other provision hereof, we may collect, use and publish Anonymous Information (defined below) relating any use of any Globacap Services and/or the Site, and any customers, clients, users or stakeholders, and utilise or disclose it for the purpose of providing, improving, marketing and publicising our products and services, including our brand and any Globacap Services or the Site, and for other business purposes from time to time. Globacap owns all Anonymous Information collected, obtained, produced or derived by Globacap. For these purposes "Anonymous Information" means information or data which does not enable identification of any individual or specific entity, such as aggregated data or information, analytics data or other data, information, or statistics.

11. Security and access

- 11.1. Access security. You are responsible for keeping the electronic device through which you access your Globacap Account and any Globacap Services safe and maintaining adequate security and control of any and all security or login details (including any two factor authentication methods) that

you use to access your Globacap Account and any Globacap Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is both encrypted and password protected.

- 11.2. **Responsibility.** You are fully responsible for all activity that occurs under your Globacap Account. Any loss or compromise of your electronic device or your security details may result in unauthorised access to your Globacap Account by third-parties, and may result in losses including the loss of assets, monies, information or rights. You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others, and you should not disclose your password or login-details to any third party or permit any third party to have access to your account. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials or failure to follow the provisions of these Site Terms, or follow or act on any notices or alerts that we may send to you.
- 11.3. **Security Incident.** If you suspect that your Globacap Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you or Globacap (together a "Security Incident"), you must promptly notify Globacap, provide us with accurate and timely information that we request relating to that Security Incident, and take any steps that we request or require relating to that Security Incident.
- 11.4. **Suspension, termination, and cancellation.** We may: refuse to complete, or block, cancel or reverse a transaction you have authorised (even after funds have been debited from your account), suspend, restrict, or terminate your access to any or all of the Site or any of Globacap's services, and/or deactivate or cancel any accounts you have with Globacap, with immediate effect for any reason, including but not limited to where: (a) we are, in our reasonable opinion, required to do so by applicable law, regulation or any court or other authority to which we are subject in any jurisdiction; (b) we reasonably believe that we need to do so in order to protect our reputation; (c) we reasonably suspect you of acting in breach of these Site Terms; (d) we reasonably suspect a Security Incident or have concerns that a transaction is erroneous or about the security of your account or we suspect the account or our services are being used in a fraudulent or unauthorised manner or in any matter contrary to these Site Terms or applicable laws; (e) we suspect money laundering, terrorist financing, fraud, breach of sanctions, or any other financial crime, or any other action that may be contrary to any applicable laws; (f) use of your account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your account activity; and/or (g) you have not provided any information which we have requested from you, either as part of our Onboarding / AML Requirements or otherwise in connection with paragraph 1.4 of these Terms or any other contract or agreement in place with you, or we suspect that any such information you have provided is not true complete and accurate.

12. General

- 12.1. **Use of the Site.** You undertake, represent and warrant to us that you will only use the Site in accordance with these Site Terms, and any other applicable laws, including Applicable Rules, to which you and/or Globacap are subject.
- 12.2. **Compliance.** You must comply with all applicable laws, regulations, licensing requirements and third party rights (including, without limitation, data protection laws) in your use of your Globacap Account, the Globacap Services, the Site, or any Investments.
- 12.3. **Compliance checks.** Prior to paying you any cash or assets from your Globacap Account, including following any withdrawal or transfer request, we may conduct checks for the purposes of preventing fraud, money laundering, terrorist financing and other financial crimes, or as otherwise required by Applicable Rules. This may mean you are prevented or delayed from withdrawing any cash or assets until those checks are completed to our reasonable satisfaction in order to comply with our regulatory requirements.

- 12.4. Accuracy.** The Site may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services, including any terms and conditions or these Site Terms. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Site are your sole responsibility and we shall have no liability for such decisions.
- 12.5. Links to Third Party Sites.** Globacap is not responsible for, and makes no representation on, the content or reliability of linked websites, and linking should not be taken as endorsement of any kind. Globacap has no control over the availability of linked pages and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Third party websites may have terms of use and privacy policies that are different from those that apply to the Site. You should refer to these third party websites' respective privacy policies and terms of use.
- 12.6. Confidentiality.** The Site includes content and information provided by third parties, including information with respect to the business and/or financials and/or activities of such third parties which such third parties may deem as 'confidential' as well as information provided by and considered 'confidential' by Globacap (collectively Confidential Information). You shall not, without the prior written approval of Globacap and/or such third parties as applicable, publish or otherwise disclose to others, or use such Confidential Information for any purpose other than your personal consumption as part of your initial basic research about an investee company.
- 12.7. Taxes.** You are solely responsible for determining, reporting and paying all the applicable taxes in relation to your participation in the Investments. You undertake to Globacap that you will determine, report, and pay all applicable taxes that you may be subject to from time to time. Globacap is not responsible for withholding, collecting, reporting, or remitting any applicable tax arising from an Investment or any distributions associated with any assets, securities or other investments.
- 12.8. Limited license.** Subject to the eligibility, registration and verification requirements set out herein, we grant you a limited, non-exclusive, non-transferable, terminable, license, subject to these Site Terms, to access and use the Site, and related content, materials, and/or information solely for approved purposes as set out herein and permitted by us from time to time. We may terminate such license at any time and without notice. Any other use of the Site or any related content, materials, and/or information is expressly prohibited and all other right, title, and interest in the Site or any related content, materials, and/or information is exclusively the property of Globacap, and you agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the content on the Site, in whole or in part.
- 12.9. Prohibited Activities.** Without limitation, you agree that you will not and that you will procure that each of you representatives or associated persons will not: (i) provide false, inaccurate, or misleading information to Globacap or its representatives for any purposes, (ii) misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful (together viruses), (iii) take any action that interferes with, intercepts, or expropriates any system, data, or information, transmit any virus, work or other malicious software or program, (iv) attempt to 'hack' or gain un-authorized access to our site, the server on which our site is stored or any server, computer or database connected to the Site (or in each case any accounts of other clients, or areas of the Site, to which you have not been granted access), or attack the Site via a denial-of-service attack, (v) partake in any transaction or activity involving the proceeds of illegal activity or which involves any person or entity subject to any sanctions or located in any jurisdiction subject to any sanctions; (vi) defame, harass, or violate the privacy, personal data, or intellectual property rights of Globacap or any of its customers, (vii) scrape content from this site and repost such content, either manually or automatically, without our prior written consent (such activities, Prohibited Activities).
- 12.10. Publications and Media.** From time to time Globacap and/or its representatives and/or any Customer or persons associated with them, and/or other persons, may make one or more

publications which may relate to one or more markets, events, systems, investments, Investments, assets or otherwise and which may be or may include advertising, commentary, or opinion. Publications or statements by any person, whether or not a representative, are not the views of Globacap unless we expressly say that they are, and we disclaim any liability for any and all forms of loss or liability arising out of or in connection with them or any use of them. No publication is intended or may be relied upon as any form of advice or recommendation and does not form the basis of any Service. You must not rely on any publication, or any statements or information therein, as the basis for any investment decision. For these purposes “publications” includes any method of disseminating information orally or in writing or electronically, including without limitation talks, media appearances, lectures, panels, interviews, podcasts, books, articles, blogs, comments or other interactions (including ‘likes’, ‘tweets’, ‘shares’ and similar) on social media or other third party platforms, including any website or publication.

- 12.11. Relationship between us. Nothing in these Site Terms shall be deemed or is intended to be deemed, nor shall it cause, either you or Globacap to be treated as partners or joint ventures, or cause you to be treated as the agent of Globacap.
- 12.12. No Waiver. Failure by Globacap to exercise or enforce any right conferred by these Site Terms or otherwise shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.
- 12.13. Severability. If any provision of these Site Terms is held to be invalid, illegal or unenforceable in whole or part for any reason, such provision (or part thereof, as the case may be) shall be deemed modified so that it is an enforceable provision that most closely reflects the parties' intent.

13. Intellectual Property Rights

- 13.1. Globacap owns all Intellectual Property Rights and any other rights, title and interest to and in any Globacap Intellectual Property. No Intellectual Property Rights in or to any Globacap Intellectual Property is transferred or otherwise granted to you or any other person.
- 13.2. Copyright, trademark and other forms of proprietary rights protect the contents of the Site, including its overall appearance, graphics design and underlying source files. All such contents are owned or controlled by Globacap or the party credited as the provider of the contents. Except as expressly provided herein, nothing in the Site should be considered as granting any license or right to any copyright, patent or trademark or other intellectual property rights of Globacap or any third party. You shall not sell, copy, publish, transfer or modify the information or software on the Site without prior written approval from Globacap or the relevant third party.
- 13.3. Globacap's name, logos and other Globacap intellectual property are owned by Globacap. Rights in other marks and logos which appear on the Site are reserved to the owners thereof, and Globacap is not affiliated with and does not endorse such entities. Nothing contained in the Site should be construed as granting any ownership, license or right to you or any third party to use any trademarks or logos.
- 13.4. All information, including logos, trademarks, graphics as well as text provided on the Site shall not be copied, reproduced or distributed without the prior express written permission of Globacap.
- 13.5. You may not link to, scrape or frame the Site or any portion hereof without our prior written consent. We reserve the right to withdraw linking, scraping and framing permission without notice.

14. Complaints

- 14.1. If you wish to make a complaint about Globacap, the process and contact details for doing so is set out in Globacap's complaints procedure at Annex 2 of these Site Terms.

15. Notices and communications

- 15.1. Notices will be sent or transmitted to you in accordance with the communication details provided to us by you via the Site.
- 15.2. Notices, communications or other information to you may be validly given if delivered via the Site or to any email address you have registered on the Site, and you consent to receiving all notices, communications or other information via the Site or other electronic means. Those notices, communications or other information may also be validly delivered if sent as a link to a website or a document hosted on a webpage or internet page.
- 15.3. Notices, communications or other information delivered via the Site or via other electronic means or messaging systems, will be effective when delivered or transmitted.
- 15.4. You confirm that you have regular access to the internet and consent to electronic communications, including notices, communication, information and documents being provided to you electronically and through the Platform or the Site, to the extent permitted by laws, rules and regulations applicable to Globacap, and to notices exclusively through the Site and/or by your email address, as more fully set out in paragraph 16 (Electronic communications).
- 15.5. You are responsible for keeping your email address and other contact information up to date in your Globacap Account in order to receive any notices or alerts that we may send you.

16. Electronic communications

- 16.1. You consent to electronic communications, including to receiving documents and other information as links or via websites, and you acknowledge and agree that any documents, notices, resolutions, communications or other information may be sent to you in electronic form, including by any form of electronic communication. You confirm you have regular access to the internet.
- 16.2. In these Site Terms (and in connection with any Globacap Services) "electronic communication" includes (i) any communication via email, electronic messaging, or other electronic communication or notification, or any other document or information in electronic form, (ii) any document, communication or information sent via a link sent or included in any other electronic communication, (iii) without limitation to (i), and notice or other communication via the Platform or any messaging or notification functionality in the Platform, and/or (iv) any communication by means of a website, including the posting or hosting of the relevant document, information or communication on that website or as a link thereto.
- 16.3. You agree that an electronic communication to you satisfies any applicable legal notification requirements, and that any communication or notification to you in the form of an electronic communication will be deemed to be in writing and valid for all purposes. A communication given or sent to your Globacap Account or any notification or messaging functionality in the Platform will be deemed to be a valid communication and notice to you, effective when sent.
- 16.4. In respect of any communications or notices that are resolutions (including any shareholder or other securityholder resolutions or communications requiring or requesting a response or a vote from the recipient) (each a "resolution") you confirm that any resolution sent in any electronic form to you, via the Platform or via email or any other form of electronic communication, will be considered valid, and that any response to or vote in respect of any resolution given by you through the Platform will

constitute your valid and binding response or vote, as applicable, to or in respect of that resolution for all purposes.

- 16.5. Subject to applicable law and without limitation to any other form of agreement or acceptance, any agreement or other contract connected with the Platform or any of our Customers, or generated in or by the Site, or these terms and conditions, may be communicated and executed electronically including by (i) clicking on a button evidencing or indicating agreement or acceptance or checking a checkbox for agreement or acceptance, (ii) by electronic signature (including any software or protocol or other electronic method of evidencing signature or agreement), (iii) email agreement, in each case without limitation. You agree that any document or agreement agreed in such manner will be a legally valid agreement enforceable in accordance with its terms, and that any such agreement or execution methodology is valid and will constitute due execution.

17. Variation

- 17.1. Globacap reserves the right to vary, in its sole discretion, the terms of these Site Terms from time to time. You can access the latest version of these Site Terms on the Site, and notice of any amendment or variance of the terms of these Site Terms may be given by the Site. Prior versions of these Site Terms are available on request.
- 17.2. Your continued use of the Site means that you agree to be legally bound by the terms of these Site Terms, as amended or updated from time to time, and any “log-in” to the Site at any time will be deemed to constitute your acceptance of the latest version of these Site Terms.
- 17.3. A communication from you that purports to amend, supplement or reject these Site Terms will only take effect with our written agreement. If you do not agree with the terms of these Site Terms, you must not use or log-in to the Site or any Globacap Services.
- 17.4. Our Privacy Policy and Cookie Policy may be amended at any time in accordance with their terms.

18. Definitions and Interpretation

In these Site Terms, in addition to other terms defined herein:

“applicable laws” means applicable laws, rules or regulations; and a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation, in each case as amended or supplemented;

“Applicable Rules” means all laws, rules and regulations howsoever applying to Globacap in relation to our provision of any services to you or otherwise in connection with these Terms and Conditions or our activities and, where relevant, the market practice of any exchange, market, trading venue or any clearing house and including the FCA Rules;

“FCA Rules” means the rules and guidance in the FCA Handbook (as amended from time to time), including directly applicable provisions derived from European law prior to the UK’s withdrawal from the European Union;

“FCA” means the United Kingdom Financial Conduct Authority, or its successors.

“Globacap Intellectual Property” means any Intellectual Property Rights relating to the Platform, the Site or related to any Globacap Services, including any know-how, documentation, concept, features,

procedure or process relating to any Service, and including any new features or enhancements from time to time.

"Intellectual Property Rights" means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. "Intellectual Property" will be construed accordingly.

"Liability" means any and all liabilities, losses, damages, penalties, fees (including any Transfer Fees), costs, interest, fines, expenses and disbursements of any kind or nature whatsoever (including, without limitation, legal and other professional fees).

"representatives" includes representatives, agents, employees, advisers, directors or officers.

"security" means a "security" as defined in The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended), and "securities" will be interpreted accordingly;

"person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

"Privacy Policy" means our privacy policy from time to time as set out on our website at <https://globacap.com/privacy-policy/>; "Cookie Policy" means our cookie policy from time to time available on our website at <https://globacap.com/cookie-policy/> . Both our Privacy Policy and Cookie Policy may be updated from time to time.

"your jurisdiction" means your jurisdiction of residence, domicile and/or incorporation (as applicable) as determined by any applicable laws to which you are subject;

19. Governing Law and Jurisdiction

- 19.1. These Site Terms and any non-contractual obligations arising out of or in connection with it, including any claims that you may have against Globacap for any reason connected with these Site Terms or any Globacap Services or the Site, shall be governed by and construed in accordance with English law.
- 19.2. Any disputes arising in connection with these Site Terms or a visit to the Site shall be subject to the exclusive jurisdiction of the English courts.

ANNEX 1

Information relating to the holding of assets and client money

Cash

Any cash received and accepted by us for a client will be held as client money under and for the purposes of the FCA Rules. Where Globacap holds any client money for you, we may hold client money in any manner permitted by the FCA Rules or other applicable laws.

Where Globacap places cash it holds for the client as client money with a third party, that cash will be held by the third party in an omnibus bank account for the client as well as Globacap's other clients whose cash forms part of that pool.

Unless otherwise provided for in separate documentation, we will not pay interest to you on any client money held by us on your behalf and any interest earned on client money held by us on your behalf will be retained by us.

Securities

Any shares, bonds, securities or other assets which received and accepted by us from you for custody would constitute a "security" as defined in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended, received and accepted by us from you for custody (a "security") held by Globacap as custodian will be held by Globacap as safe custody assets for the purposes of the FCA Rules, and may be held in any manner in which safe custody assets are permitted to be held under the FCA Rules.

Unregulated Assets

We may from time to time hold assets for you that are not (or which are not at the time) regulated in the UK or by the FCA or subject to the CASS Rules and which do not constitute "securities" or "cash" ("Unregulated Assets").

Unregulated Assets will not be or held as 'safe custody assets' or 'client money' under and for the purposes of the FCA Rules. Any Unregulated Assets held by Globacap for you, and/or any services provided by Globacap relating to Unregulated Assets, will not be held by or carried out by Globacap for you as part of any regulated services or activities carried out or provided by Globacap.
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Unregulated Assets and any other unregulated assets held for you will be held solely on the basis of the contractual terms agreed with you under the relevant contract in place between you and Globacap relating thereto. Unregulated Assets or unregulated assets that may be held by Globacap for you from time to time will therefore not have the protections set out in the FCA Rules or CASS Rules for client money or client assets.

The laws and/or any customs, governing principals, norms or conventions that may be applicable to Unregulated Assets may be different to regulated assets such as securities or cash, and may be different to English law, the laws of your jurisdiction. Accordingly any rights you may have as a holder of the relevant Unregulated Assets may vary and be different to rights that you or such a holder of other types of asset or regulated financial asset. The legal and regulatory treatment of Unregulated Assets, and the laws, rules and regulations that apply to Unregulated Assets or its holding, may evolve over time. In the event of any default of Globacap or a third party Unregulated Assets may not be as well protected from claims made on behalf of creditors of Globacap or such third party. Globacap accepts no responsibility or liability for any liabilities associated with or otherwise connected with Unregulated Assets.

Third parties and sub-custodians

To the extent Globacap holds securities in custody for the client or holds the client's cash as client money in accordance with the FCA Rules, such securities or client money may be held by a third party appointed by Globacap, for instance a sub-custodian or one or more eligible banks.

The FCA Rules require Globacap to exercise due skill, care and diligence in the selection, appointment and periodic review of such third parties and of the arrangements for the holding and safekeeping of the securities or client money (as applicable). When appointing a third party, Globacap is required to take into account the expertise and market reputation of the third party and any legal requirements or market practices relating to the holding of the securities or client money (as applicable) that could adversely affect the client's rights, but we will not be responsible for any acts or omissions or the insolvency of any such third parties.

The acts, omissions, default or insolvency of a sub-custodian may result in the loss of your financial instruments and other losses. We will not be liable for any losses relating to any third parties or sub-custodians, other than in the case of our own fraud. Where securities are held by a nominee that is controlled by Globacap Limited, we will remain responsible for the acts or omissions of such nominee company to the same extent as we would be liable for our own acts.

Registration; Nominee

Legal title to securities held as safe custody assets for you may be registered or recorded in the name of a nominee. The nominee may be a wholly owned subsidiary of Globacap, or controlled by Globacap, its affiliates, a recognized investment exchange, or a third party with whom Globacap has deposited securities in accordance with the contractual terms in place with you and applicable laws.

Where securities are subject to the law or market practice of a jurisdiction outside the UK, if Globacap believes it is in the client's best interests to do so, and it is not possible to register or record such securities in the name of the client or a nominee, it will register or record such securities in the name of a third party and, if this is not possible, in Globacap's name. As a consequence these securities may not be segregated from Globacap's own assets and in the event of Globacap's default these securities may not be as well protected from claims made on behalf of the general creditors of Globacap.

Overseas assets

Where securities or client money are held overseas they may be subject to the law of a jurisdiction other than that of the UK or an EEA state and the client's rights relating to such securities or client money may differ accordingly. Settlement, legal and regulatory requirements and practices for the separate identification of money, securities or assets may differ from those applying in the UK. Where securities are subject to the law or market practice of a jurisdiction outside the UK, if Globacap believes it is in the client's best interest to do so, and it is not possible to register or record such securities in the name of the client or a nominee, it will register or record such securities in the name of a third party or if this is not possible then in the name of Globacap. As a consequence these securities may not be segregated from Globacap's or the third party's own securities and in the event of any default of Globacap or such third party those securities may not be as well protected from claims made on behalf of creditors of Globacap or such third party.

Shortfalls

Where Globacap identifies (whether as a result of a reconciliation process or otherwise) that there is a discrepancy between (i) Globacap's records and accounts of cash or securities held for the client, and (ii) the number or amount of cash or securities (as applicable) actually held for the client (whether by Globacap or by a third party), and such discrepancy results in a shortfall, then Globacap will as soon as reasonably practicable (unless Globacap has determined that the shortfall was caused by a third party): (a) calculate the value of the shortfall in GBP using (where relevant) the exchange rate and/or valuation methodologies selected by it in good faith, (b) based on such valuation, appropriate an amount of its own cash or securities or a combination thereof to cover the value of the shortfall, and (c) hold such appropriated cash or securities (as the case may be) for the benefit of the client or in custody for the benefit of the client, in each case in accordance with the FCA Rules. The process in (a)-(c) in the preceding sentence will be repeated on a daily basis and segregation of client money or securities (as the case may be) will be reflected by Globacap in any statements that may be provided to the client. Once the shortfall has been eliminated or reduced, the amount of cash or securities held by Globacap as set out in this clause will be reduced accordingly.

Fungible assets

We may, and you authorise us to, treat cash or securities or Unregulated Assets held for you from time to time of the same type, class and denomination as fungible, and you acknowledge that you will not have any rights to any specific assets but shall instead be entitled, subject to applicable laws and to the contractual terms in place with you, to the relevant amount of equivalent assets, and Globacap's account maintained for you will record the amount of the relevant equivalent assets to which you are entitled; for these purposes "equivalent" or "equivalent to" in relation to any asset means assets or property of an identical type, class, nominal value, description and amount.

Omnibus accounts

We, or any relevant third party, may hold your securities or other assets on a pooled basis in a general omnibus account. Where securities or other assets are held in an omnibus account with a third party, in the event that the third party becomes insolvent and/or there are insufficient assets in that account or a shortfall that cannot be reconciled, the client may not recover some or all of its assets. The manner in which a shortfall will be dealt with may vary in accordance with applicable laws, rules and regulations.

As a result of other clients, or a sub-custodian's clients, owning a particular asset held in an omnibus account, you may be exposed to settlement risks arising from the transactions of such other clients. Certain factors (including settlement cycles, settlement failures and the operation of third party systems) may from time to time result in us or a sub-custodian using your assets for the purposes of settling a transaction of another customer and you hereby consents to such use.

Failure; Insolvency

Where a third party bank, sub-custodian, depository or other entity appointed by Globacap to hold client money, securities or other assets becomes insolvent, we may only have an unsecured claim against the third party on your behalf and you will be exposed to the risk that the securities, cash or any other property received by us from the third party are insufficient to satisfy your claim and the claims of all other relevant clients. We will not be responsible for any shortfall in respect of any insolvency of a third party.

With respect to client money specifically, where a third party bank appointed by Globacap to hold client money fails or becomes insolvent, the amount of money in the relevant client bank accounts at the third party may be insufficient to satisfy the claims of all clients in respect of those accounts. This means that in the event of our failure, any shortfall in client money in such omnibus accounts would be borne by all clients rateably in accordance with their entitlements in respect of the client money held for clients on this basis. In such circumstances, you may not receive an amount equal to the individual sum owing to you.

Liens

Globacap may have a security interest, lien or right of set off in respect of securities or client money held by Globacap for the client. The terms governing such security interest, lien or right of set-off will be contained in the Customer's contracts with Globacap.

A third party such as a sub-custodian or depository with which Globacap holds securities or client money may also have a limited security interest or lien over such securities or client money, to the extent permitted by applicable laws, which may permit that sub-custodian or depository to dispose of your assets in order to recover debts that relate to our clients or the provision of services by us to our clients, or otherwise where this is required by applicable law. In addition a depository may have a security interest or lien or right of set-off in respect of monies or financial instruments held with it. There is therefore a risk that, if we or a sub-custodian fail or are unable to make any payment due to a central securities depository, your assets could be applied to discharge our or the sub-custodian's liability to the extent required by the relevant law

This annex and the terms, information and disclosures contained in it may be unilaterally updated, supplemented and/or amended by Globacap at any time by notice to you. Notice of any changes may be given

by means of uploading the revised version to our website, or by any electronic communications methodology, and will take effect 14 days after notice or uploading of the revised version (or, where a shorter period is required by law, immediately).

ANNEX 2

Globacap complaints procedure

Globacap is committed to providing a high level of service to its clients. However, there may be occasions where clients feel that they have an issue that they would like to be addressed in relation to our services. Globacap takes such concerns seriously and endeavours to promptly respond to and resolve complaints.

Globacap has implemented and maintains complaints management procedures aimed to facilitate the resolution of disputes quickly and fairly and to fulfil Globacap's obligations as set by Globacap's regulator, the Financial Conduct Authority. Please see below for Globacap's Complaints Procedure.

For the purposes of our complaints procedure, a "complaint" is defined as any oral or written expression of dissatisfaction, whether justified or not, from or on behalf of an eligible complainant about the firm's provision of, or failure to provide, a financial service which alleges that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience.

To register a complaint

If you have a complaint, you may make a notification to Globacap either in writing or verbally. The contact details are below:

Globacap Limited
322 High Holborn
London WC1V 7PB
United Kingdom

Telephone: +44 203 488 0401

Email: support@globacap.com

The complaint

The complaint will be dealt with by Globacap's complaints function in a prompt and fair manner.

Resolution less than three working days: Globacap will promptly provide a written response stating the resolution to your complaint and such response will include information on your rights.

Resolution more than three working days: Globacap will promptly issue to you an initial written acknowledgement stating receipt of the complaint. Within eight weeks of receiving your complaint, Globacap will endeavour to provide a full and final response.

Complex complaints: Globacap may not be able to provide a final response to certain complex complaints within the eight-week period following receipt of the relevant complaint. Globacap will provide a holding response within this eight-week period explaining why Globacap is unable to resolve your complaint at this time and specifying the time-frame for the next point of contact.

What if I feel that my complaint has not been resolved satisfactorily?

If you are of the view that your complaint has not been resolved to your satisfaction, you may ask Globacap to reconsider their response. Please note that you may have the right to refer your complaint to the Financial Ombudsman Service (FOS) and such referral must occur within six months of the date of Globacap's written confirmation.

Financial Ombudsman Service (FOS)

The FOS a free and independent service set up by the UK Parliament to resolve individual complaints between financial businesses and their customers when it is not possible to come to a mutual agreement.

Only eligible complainants can have their complaints considered by the FOS. Globacap will inform you of your rights in the written response that Globacap sends to you.

The FOS website can be found at: <https://www.financial-ombudsman.org.uk/>

More questions?

If you have any questions regarding our complaints procedure, please contact us using the following details: support@globacap.com