

PLACEMENT TERMS OF SERVICE

These Placement Terms of Service (the “**Placement Terms**”) set out the terms on which Globacap Limited (“Globacap”) will provide certain services to arrange the private placement of Instruments as more fully detailed in Clause 1 of these Placement Terms (the “Placement Services”). In these Placement Terms, any references to “us”, “we” or “our” shall refer to Globacap. Similarly, any references to “you” or “your” refers to Counterparties and Issuers contracting with Globacap under these Placement Terms, with the separate terms of Counterparties and Issuers used in relation to obligations specific to those types of clients.

Unless otherwise specified herein, capitalised words used in these Placement Terms shall have the meanings given in the Site Terms and Conditions and the Customer Terms of Service.

These Placement Terms act as an addendum to the wider agreement between you and us as established under the Site Terms and Conditions and the Customer Terms of Service as the case may be, as well as any other terms agreed in writing between you and us from time to time. To the extent that you are currently subject to the Site Terms and Conditions and / or the Customer Terms of Service in connection with your use of the Platform or because you engage Services from us, you will continue to be subject to those agreements in connection with your use of the Placement Services and these Placement Terms shall also apply. To the extent that any conflicts arise between the provisions of the Site Terms and Conditions and the Customer Terms of Service and these Placement Terms, the provisions of these Placement Terms shall prevail.

If you are agreeing to these Placement Terms on behalf of a company or other entity (such as your employer, your business, or your client) then any references to “you”, “Counterparties” or “Issuer” means that company or entity, and you represent and warrant to us that you have authority to bind that company or entity and that you agree to these Placement Terms on behalf of that company or entity and these Placement Terms will be a contract between us and that company or entity.

THESE PLACEMENT TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN GLOBACAP AND YOU, AND YOU CONFIRM YOUR AGREEMENT TO THESE TERMS, BY EITHER: (I) CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE AGREEMENT TO OR ACCEPTANCE OF THESE PLACEMENT TERMS; OR (II) REGISTERING TO, USING OR ACCESSING THE PLACEMENT SERVICES. THESE PLACEMENT TERMS SHALL APPLY FROM THE DATE YOU UNDERTAKE EITHER OF THE AFOREMENTIONED ACTIONS AND WILL CONTINUE IN FULL FORCE AND EFFECT UNTIL TERMINATED.

We may periodically update these Placement Terms in accordance with any provisions in force from time to time between you and us under the Site Terms and Conditions and / or the Customer Terms of Service as the case may be.

1 Placement Services

- 1.1. These Placement Terms detail the basis upon which we will provide you with the Placement Services. The Placement Services comprise the use of the Globacap Platform and Globacap’s Services and support to facilitate the Placement of an Instrument to your Stakeholders.
- 1.2. We may add, modify or discontinue any feature, functionality or Service or any other tool within the Placement Services at our own discretion and without further notice to you. However, if we make any material adverse change in the core functionality of the Placement Services, then we will notify you in accordance with the provisions detailed in the Site Terms and Conditions and / or the Customer Terms of Service as the case may be.

2 Our relationship

- 2.1. The Placement Services will be provided by Globacap, an entity authorised and regulated by the FCA with firm reference number 811661. The FCA's registered address is 12 Endeavour Square, London, E20 1JN. Globacap has its registered office at 322 High Holborn, London, WC1V 7PB, England. We can be contacted at support@globacap.com.
- 2.2. The Placement Services will be provided on a non-advised basis, meaning that we will not provide you with any advice as to the merits of any particular Instrument or Transaction or whether a particular Instrument or Transaction is suitable for you. Similarly, Globacap will not provide an Issuer with any advice with respect to the structure or terms of a Placement, which are to be determined by the Issuer in its own discretion. You are solely responsible for any decisions taken in respect of any and all Transactions that you choose to enter or not enter into and / or any Placements that you choose to initiate under these Placement Terms. We will not provide you with any investment, legal, tax or other form of advice, nor can you request any such advice from us.
- 2.3. You should ensure that you have taken sufficient time to read these Placement Terms prior to utilising the Placement Services. You should also review the Site Terms and Conditions, the Customer Terms of Service and our Risk Warnings, all of which are available via the Site, prior to utilising the Placement Services. If you do not understand any of the provisions within these Placement Terms or are in any doubt as to your obligations under them, you should seek independent professional advice.
- 2.4. We will treat you as a Retail Client in relation to the Placement Services unless we have informed you otherwise in writing, including following a request made by you in connection with other services provided by us that are not addressed by these Placement Terms. You may request a different client categorisation to the one we have given you and, if you do so, we will need to contact you to discuss what further information we may require and what additional requirements may apply in this context. Please be aware that we may reject any request made by you to change your client categorisation.
- 2.5. We may be required to obtain certain information from you such that we can comply with our obligations under Applicable Law and you agree to provide any such information that we may reasonably request in the format within which we request it.
- 2.6. You acknowledge and agree that you will enter into any Transactions as principal and not as agent for any undisclosed person, unless you have informed us and we have agreed otherwise. Unless we have agreed otherwise, you will be solely responsible for performing any obligations under these Placement Terms in connection with Transactions entered into as part of the Placement Services. We will owe our obligations under this agreement to Counterparties and Issuers only, and we do not accept any obligation to any person other than a Counterparty or an Issuer unless we have agreed to accept any such obligation to that person in writing. You acknowledge and agree that we will not act as your agent in connection with any Transactions entered into under the Placement Services and that we will not execute Transactions on your behalf.
- 2.7. Where you are an Issuer and you have appointed a User in accordance with the Customer Terms of Service, we shall be entitled to rely on any instructions provided to us by that User in connection with the Placement Services without further verification or authentication of that User.
- 2.8. Details of our complaints procedures, including information on how to make a complaint, can be found in the Site Terms and Conditions.

3 Deal Pages

- 3.1. After the Placement has been initiated (which may be subject to payment of certain fees as set out in your order form or such other document as may be agreed between us in writing from time to time) we will work with you and your advisors or third party advisors on the creation of deal pages on the Platform allowing certain investors to participate in the Placement ("**Deal Pages**").
- 3.2. Deal Pages (and amendments) must be Signed-off by you and Approved by us before they go-live.
- 3.3. Drafting / preparation of Deal Pages
 - (a) It will be your responsibility to draft (or procure that your advisors or third party consultants draft) the Deal Pages. This will include providing all content, copy, documents, videos, media, pictures and other information that you wish to be included on the Deal Pages.
 - (b) As part of the drafting/preparation stage, we may review successive drafts of the Deal Pages (including any documents to be included or referenced in the Deal Pages) we may request, suggest, or require that certain changes be made to the Deal Pages before we will provide our Approval.
- 3.4. Deal Pages Sign-off
 - (a) Once you have prepared the Deal Pages you will need to provide your sign-off on the Deal Pages ("**Sign-off**"), prior to submitting the Deal Pages for our Assessment.
 - (b) You or your authorised representative providing Sign-off on the Deal Pages will be deemed to be your representation and warranty to Globacap that:
 - i. the Deal Pages, and all the information contained in them or in any documents included in or referenced in the Deal Pages, are true, complete and accurate;
 - ii. the Deal Pages are, in your opinion having made all reasonable enquiries, fair, clear and not misleading, and statements in the Deal Pages are phrased appropriately;
 - iii. none of the information, statements, opinions or other aspects of the Deal Pages are inaccurate or misleading or could be viewed as inaccurate or misleading;
 - iv. you have all right and authority to make any statements, reference any persons, companies or relationships, and to use any names, brands, logos or other intellectual property used in or contained on or referenced in the Deal Pages; and
 - v. you wish to submit the Deal Pages for Assessment and (if approved by us) you wish the Deal Pages to go-live on the Platform.
- 3.5. Deal Pages assessment
 - (a) After the Deal Pages have been drafted and you have provided your Sign-off, they will be subject to our assessment as to whether we will approve the Deal Pages (an "**Approval**") or not, or whether we will request or require any changes to be made to the Deal Pages or any content.
 - (b) The decision as to whether to Approve or decline to approve the Deal Pages, and any changes that we request that you make, will be in our sole and absolute discretion.

3.6. Offering documents (where applicable)

- (a) Where a Placement is subject to offering memoranda, information memoranda, prospectuses, final terms, or other terms and conditions of the Placement other than the Deal Pages (collectively "**Offering Documents**"), then all Offering Documents and the obtaining of any regulatory approvals or other Filings relating to the Placement or the Offering Documents, are the sole responsibility of you and your independent legal advisors and other advisors.
- (b) You will provide copies of all Offering Documents (and proof of any regulatory approvals or Filings) prior to go-live of the Placement, and on request by Globacap.
- (c) You undertake and represents that:
 - i. it has taken all independent professional advice (including legal, tax, regulatory, accounting, financial, or other advice) as it deems appropriate in connection with its business, and the Placement; and
 - ii. the Deal Pages contain all information required by applicable law, including (but not limited to):
 - A. information about the business and Placement that is clear, accurate and not misleading;
 - B. appropriately considered deal risks;
 - C. supporting financial information; and
 - D. information for investors relating to any potential conflicts of interest, where applicable.

4 Financial Promotions

- 4.1. Where any Placement or the content of any Deal Pages or any other content or communication is, in our sole discretion, required to be approved as a financial promotion in accordance with FCA Rules, we will make the ultimate decision as to what is required to satisfy relevant regulatory requirements and may decline to approve any Deal Page or other content or communication as a financial promotion for any reason at our discretion.
- 4.2. If we have previously approved any Deal Pages or other communication as a financial promotion in accordance with the FCA Rules, we may withdraw that approval at any time at our discretion.
- 4.3. You acknowledge that Globacap will not be able to provide any Services to You (or an Issuer in respect of whom You are acting) until all Globacap's onboarding requirements, including KYC / AML, and due diligence, are completed. You further acknowledge that Globacap will not be able to accept or process any investment, order, or funds from any investor or Stakeholder that has not passed all Globacap's onboarding requirements, including KYC / AML, and due diligence.

5 Settlement, monies and assets

- 5.1. Any monies held by us for Counterparties in connection with the Placement Services, including monies held pending the completion of any Transaction or Post-Transaction Formalities, will be held as client monies in accordance with the provisions contained in the Site Terms and Conditions

and the Customer Terms of Service. Globacap will not hold client monies for Issuers in connection with the Placement Services.

- 5.2. You instruct us to hold any Instruments connected to Transactions made under the Placement Services until we receive instructions from you to the contrary. All Instruments will be held as safe custody assets in accordance with the provisions contained in the Site Terms and Conditions and the Customer Terms of Service. We may require you to enter into a separate agreement with us governing any custody services that we may provide to you in connection with any Instruments.
- 5.3. Unless otherwise agreed, You will be responsible for the payment of any fees due and payable to us in connection with our provision of the Placement Services within the time periods communicated by us to you in respect of such payments. Details of the fees that apply to Transactions and to Placement are detailed on your Order Form. To the extent that Globacap incurs charges from third-parties when acting on your behalf, we may choose to pass those charges onto you. We may impose and / or vary our fees or charges where we consider that we have a valid reason for doing so, and we will give you notice of at least 30 days before such changes come into effect.
- 5.4. Instruments may be denominated in a number of currencies, details of which will be provided via the Platform. Unless we notify you otherwise, all fees and charges payable in connection with the provision of the Placement Services must be paid to us in Pounds Sterling. Where you choose to enter into Transactions in Instruments that are denominated in a currency other than Pounds Sterling, you will be exposed to currency risk caused by changes in prevailing exchange rates. You acknowledge and agree that it is your responsibility to manage this risk and that we are not liable for any losses that you may suffer as a result.
- 5.5. If, after go-live of a Placement, You request any material amendment to the Deal Pages, this will be subject to an administration fee of £1,000 + VAT, payable at the time of the relevant amendment. The determination as to what constitutes a "material amendment" will be at the discretion of Globacap, provided that Globacap will act reasonably in making that determination.
- 5.6. Without prejudice to clause 6.5 above, if after go-live of the Placement, You or the Issuer wish to change the core terms of the Placement (in particular without limitation the Securities offered, the offer price, the minimum or target raise amounts, and so forth) Globacap may treat this as a new Placement, and the Placement Fees will be payable again, if You or the Issuer choose to go ahead with those changes.
- 5.7. If a Placement is cancelled or suspended for any reason, then any Fees or other amounts that would have been due and payable to Globacap on completion of that Placement will be due and payable by You on the date of cancellation or suspension.

6 Your representations to us in relation to the Placement Services

- 6.1. In providing the Placement Services to you under these Placement Terms, we are entitled to rely on the following representations as having been confirmed by you to be true and accurate as at the date you agree to these Placement Terms:
 - (a) If you are a natural person, you are at least 18 years old;
 - (b) If you are a company or entity, you are validly existing in accordance with Applicable Law in the jurisdiction of your incorporation, there are no Corporate Requirements restricting your ability to enter into a Transaction or commence a Placement;
 - (c) You have full authority, standing and capacity to enter into Transactions and, as the case may be commence a Placement

- (d) You have obtained all necessary authorisations, consents, permissions and licences to engage in the activities envisaged in the receipt of the Placement Services;
 - (e) You have sufficient knowledge and experience of the Instruments to engage in Transactions under these Placement Services;
 - (f) You are acting on your own behalf and will enter these Placement Terms as principal and, except where we have agreed otherwise, you are not acting as agent on behalf of any other undisclosed person;
 - (g) You will use the information and documentation provided in the Deal Pages solely in connection with Transactions in accordance with the Placement Services and will not reproduce, replicate or republish any such information or documentation;
 - (h) Where you are an Issuer, the Instruments to which a Placement shall relate have been validly issued and are free from all encumbrances, liens and charges; and
- 6.2. You must notify us immediately if:
- (a) The representations detailed in paragraph 6.1 are not true and accurate as at the date you agree to these Placement Terms; or
 - (b) If, at any time after date you agree to these Placement Terms, the representations detailed in paragraph 6.1. cease to be true and accurate.

7 Miscellaneous

- 7.1. No person that is not a party to these Placement Terms shall have any right to enforce any provision of these Placement Terms under the Contract (Rights of Third Parties) Act 1999.
- 7.2. These Placement Terms form a binding contractual agreement between Globacap and you, and nothing in these Placement Terms.
- 7.3. These Placement Terms and any non-contractual obligations arising out of or in connection with these Placement Terms shall be governed by, and interpreted in accordance with, the laws of England.
- 7.4. The courts of England shall have exclusive jurisdiction to hear all and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with these Placement Terms. Nothing in this Clause 7.4 shall prevent us from bringing proceedings against you in any other jurisdiction.

DEFINITIONS

Applicable Law	means any laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines and industry codes having legal effect in any jurisdiction
Counterparty	means a counterparty to any Transaction entered into under these Placement Terms
FCA	means the Financial Conduct Authority or any successor authority
Instrument	means any security issued by an Issuer that is capable of being subject to a Transaction
Issuer	means a company or entity that has issued an Instrument that is capable of being subject to a Transaction
Transaction	means a transaction in an Instrument that occurs via the Platform under these Placement Terms