

## GENERAL TERMS AND CONDITIONS OF USE

Please read these conditions carefully.

**By registering with DealFox (through creating a User account or otherwise) or starting to use DealFox, you agree to these Terms and you are representing and warranting that you have read and understood these Terms and that you have all authority necessary to accept and agree to these Terms on behalf of yourself, a company or entity, as applicable.**

These Terms and Conditions govern the relationship between: The User or You, referred to below as the “**User**” or “**You**”

And

DealFox, a Brand and service of DEALFOX SA, as defined below as “**DealFox**”.

Hereinafter referred to individually as a ‘**Party**’ and collectively as the ‘**Parties**’.

### Preamble

“DealFox” is a digital platform created and operated by DEALFOX SA, DEALFOX S.A., a joint stock company (société anonyme) incorporated and governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 9 rue du Laboratoire in L-1911 Luxembourg, registered with the Luxembourg register of commerce and companies under number B277552, (hereinafter referred to as “DealFox” or the ‘PlatformService’).

### 1. DEFINITIONS

**Platform or Deal Fox:** The digital platform developed to connect Investor and Advisor;

**Service:** The services mentioned in Annex 1 of the Services Agreement;

**Services Agreement:** The agreement concluded between the User and Deal Fox for the use of the Service;

**Access:** The right to access the Service and to use some or all of the functionalities of the Service in accordance with these Terms and Conditions and those proposed by the Service User interface.

**Restricted Access:** The right to access the Service solely in order to consult the information available, without the possibility to interact with other Users.

**Applications Library:** A database of various digital applications published by DealFox or third parties, which allows Users to receive additional services (charged or free) offered by these suppliers.

**Community:** A Group managed by a Community Operator that brings together Users or Organizations that have something in common (business, territory, etc.) and whose

operating rules are defined by the Community Operator.

**Advisor:** A User who operates a regulated business that consists in advising third parties and clients on their own business (accountant, lawyer, financial investment advisor, etc.) and who accordingly provides ongoing assistance to other Users in connection with their projects.

**Terms and Conditions:** These Terms and Conditions which are Annex 2 of the Services Agreement concluded between Parties;

**Electronic Data Room:** A space for storing Information reserved for designated Users.

**Individual:** A private individual attached (due to their capacity as employee, agent, legal representative, etc.) to a User or Organization within the Service.

**Information:** Data (personal, business, etc.) and content (videographic, photographic, documents, etc.) entered and/or published within the Service, which may be classified as confidential.

**Investor:** A User who may or may not be attached to an Organization and who seeks investment opportunities through the Service.

**Community Operator:** An employee or a representative of Brainmatch Srl responsible for implementing, managing and running a Community, assuming liability for the Community and therefore defining the Community's operating rules and who is bound by the relevant provisions of these Terms and Conditions;

**Organization:** A professional entity, regardless of its legal form, which may or may not have legal personality, to which one or more Individuals are attached.

**Profile:** A record of Information concerning an Individual, an Individual User, an Organization or a Community.

**Website:** An Internet or mobile site from which the Service is accessible.

**User or You:** Advisor or Investor using the Service, regardless of their status (Individual, Organization, Individual User, , etc.) after receiving Access.

**Individual User:** A User who acts autonomously on the Platform (*i.e.*, who is not attached to an Organization registered on the Platform) by creating a Profile by which they can be identified by other Users.

**Registered User:** A User that you appoint to help you complete data's for the deal listing who need to be disclosed to DealFox.

## 2. PURPOSE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

These Terms and Conditions govern the procedure according to which You may access some or all functionalities of the Service.

The Services Agreement, these Terms and Conditions, as well as the other documents which You may accept when using the Service, constitute the agreement between You and DealFox.

By signing up for the Service, You agree to read and unreservedly accept these Terms and Conditions, by ticking the designated box.

If You refuse to fulfil any of the obligations and/or conditions contained in this Terms, You must not access or use the Website and the Service.

In case of a conflict between stipulations of these Terms and Conditions and the Service Agreement, the Service Agreement prevails.

You represent and warrant that You have the legal capacity to enter into this Terms and, if You are the representative of an organization with legal personality, You must be authorized to act in the name and on behalf of that Organization.

You acknowledge herewith that you are a User duly regulated by a professional body (Bar, Society, Association, Government & Public authority, Financial Center or Commission,...) otherwise you cannot access the Service, except if you are a DealFox representative/employee/mandated supplier.

These Terms and Conditions may be amended by DealFox at any time, without notice.

Any amendment will take effect as soon as the new version of the Terms and Conditions has been posted on the Website.

You are therefore invited to check the most recent version of the Terms and Conditions on the Website at regular intervals.

You may unsubscribe from the Service in accordance with the Clause below if the amended Terms and Conditions are unsuitable for You. Otherwise, You will be deemed to have unreservedly accepted the new version of the Terms and Conditions.

### 3. LOCATION OF THE SERVICE

#### 3.1 Service provided by a local server

You may, in certain cases, be redirected to one of the local versions of the Website, depending on the country/region in which your registered address is located.

#### 3.2 Accessibility of the functionalities of the Service

The Service is accessible to Users around the world, who must use the Service in accordance with the domestic laws applicable to them.

Certain Users may, depending on the country in which they have their registered address, have limited Access to certain functionalities of the Service.

#### 3.3 Terms and conditions of use of the Website

You shall be bound by the terms and conditions of use of the Website to which You are directed when You register, depending on where your registered address is located.

Nevertheless, if You agree, You will automatically be bound by the terms and conditions of use of the Website or its Local version, including if such terms and conditions differ from those by which You were originally bound upon registering.

### 4. CHARGES

DealFox may charge you for your use of the Service with different kind of plans and fee structures. DealFox notifies you the plans and options that are best suited for your demands and profile of User in accordance with the rates and invoicing schedule applicable under these Terms and Conditions. If no rates or invoicing schedule is specified in these Terms and Conditions, the rates and invoicing schedule as posted under the service will apply. DealFox reserves the right to change its rates from time to time and DealFox will notify you via the Platform or by email.

You may expressly request from DealFox that we supply you with specific support or guidance towards third parties suppliers. DealFox may do so for the sake of quality of service to the Users but if you engage in such a service, it will be carried out outside of these Terms and Conditions and it is the responsibility of the User to check the validity and relevance of the third-party suppliers or specific support offered by DealFox in the framework of a different arrangement and contract.

## 5. REGISTRATION

You are required to register yourself with DealFox before being allowed to access and use the Service. You can initially register by creating an account on the Platform. For any subsequent or supplemental registrations, DealFox will provide you with the registration process.

DealFox conditions completing your registration on your agreement to and acceptance of these Terms and Conditions, as well as such additional terms and conditions and policies as DealFox may inform you of during the registration process.

You agree that DealFox may ask you (or, as the case may be, your Registered Users or customers and end users) to notify agreement and acceptance towards DealFox by ticking a box or clicking on a button as provided by DealFox on the relevant registration page or screen. Such button will be labeled "I agree", "I consent", "confirm", "next", "continue", "submit" or have an equivalent phrase.

Unless specifically stated or permitted otherwise by DealFox, You may create only one Registered User account per email address. DealFox may provide you with one or more credentials to identify or authenticate you, your Registered Users. Any credentials generated by you (or any of your Registered Users) or provided to you (or any of your Registered Users) by DealFox are strictly personal and you and Your Registered Users are responsible for the safeguarding, confidentiality, security and appropriate use of these credentials.

You must notify DealFox immediately if the security or integrity of any of these credentials is misused, compromised or threatens to be compromised. Only your Registered Users may access the Service. You must and must cause each of your Registered Users to strictly comply with DealFox's Access and usage procedures for the Service.

## 6. USERNAME AND PASSWORD – SECURITY

When registering, You must choose a username and a password in order to be able to access the Service.

To protect the confidentiality and security of the Service, You must use your username and password in a strictly confidential manner.

More specifically, You must not disclose your username and/or password to anyone.

You are solely responsible for protecting the privacy and security of your username and password.

If You lose your password, You may receive a new password at the e-mail address chosen as your main address or, by default, at the address You provided when registering. This may also apply to your Mobile telephone, provided upon registration.

Any use of the Service made using your username and password will be deemed to have been made by You.

If your username and/or password are used by a third party, You must notify DealFox via a contact by the standard email address.

You are responsible for your use of the Service and for all actions performed on the Website using your username, unless your account is used after You have unsubscribed or after DealFox has been notified of the unauthorized use of your account. You must change your password regularly to ensure a high level of security.

You are prohibited to use a simplistic password and are obliged to use a sophisticated password.

If You are a legal entity, You must implement appropriate measures to ensure that your employees, agents and/or representative(s) fulfil the obligations stipulated in this clause.

## 7. RIGHT OF ACCESS TO THE SERVICE

DealFox grants You a right of Access to the Service.

This right of Access is granted exclusively for business purposes and within the limits stipulated in these Terms and Conditions. It is strictly personal and may not be assigned or otherwise transferred, unless a corporate, group or company solution has been expressly granted by DealFox.

This right of Access is restricted for certain categories of Users.

## 8. PROFILE

You must complete your Profile with the Information stipulated as compulsory on the Website.

You may, but are not obliged to, include Information that is optional on your Profile.

You may amend the Information published on your Profile at any time.

Such Information may only be published subject to compliance with business secrecy rules.

You may also translate your Profile using the designated function.

### 8.1 Individual and Individual User profile

Individuals and/or Individual Users may be invited to enter Information on their Profile concerning their career, skills, the languages in which they work, the place where they live, their photograph, the social networks through which they communicate, their business objectives and, where applicable, their status and role in the Organization to which they are attached, etc.

Individuals and/or Individual Users are solely responsible for managing their Profile and have sole authority to create and modify the Information published on their Profile.

A business card may appear on the Profile of any Individual or Individual User, according to the data they have provided.

### 8.2. Community profile

Users may join a Community organized by DealFox. They must submit a request to that effect to the relevant Community.

Their connection with a Community must be approved by the Community Operator or DealFox. Following confirmation of their connection with the Community, the User must agree to comply with, and effectively comply with, the Community's charter.

The Profile of Communities shall be managed by the Community Operator suggested by DealFox, who has sole authority to create and amend the Information published on the Community's Profile and to control who can see such Information.

The Community Operator warrants that he has the authority and capacity to manage the Community's Profile in the name and on behalf of the Community.

## 9. VISIBILITY OF PROFILE INFORMATION

### 9.1. Profile

Certain Information concerning Users and the assets/deals/clients that they list will be public once they have been granted a public profile. This means that they may be viewed by everyone granted an Access to the service, including Users, who will have Restricted Access to such Information.

Users who have granted an open or non-confidential status to their profile, assets, deals, clients, agree that these limited information's may be made accessible by DealFox to everyone, including users and non-users of the service.

Administrators may nevertheless control who can see Information on the Platform to ensure good management of the service.

### 9.2. Community profile

Community Operators may control who can see the Profile of Communities.

## 10. VISIBILITY OF USERS WITHIN THE SERVICE

According to a define level of confidentiality, each User is identifiable and may be contacted by other Users with unrestricted Access, once they have reached the level of confidentiality granted.

## 11. FUNCTIONALITIES OF THE SERVICE

DealFox is an innovative service. It is therefore improving its services continuously and seeking to add new functionalities for the benefits of its users and the service. DealFox reserves the right to modify the whole or part of the Service at any time, without implicating its liability in that respect.

The main functionalities of the Website, which DealFox may supplement, delete or modify at its discretion, are as follows:

### 11.1. Marketplace, matchmaking & facilitation

Users may represent and present the demands and requests of their clients or themselves to other Users in order to facilitate the exchange of information leading to a matchmaking between representatives of a buy side and a sell side.

## 11.2. Electronic Data Room

Users may exchange Information with other Users, through an Electronic Data Room on the Website.

Users may also request access to the Information. However, they will only be permitted to do so provided their request is accepted.

Users agrees to abide by a duty of business secrecy and to keep confidential the Information available in the Data Room.

DealFox will not be liable in any way should such Information be exchanged or disclosed.

## 11.3. Connections, exchange and monitoring

You may ask a User with whom You are connected to confirm your connection or receive requests, Information's, profiles, teasers, deal opportunities.

In order to exchange Information, a level of confidentiality is enforced and you need to sign or counter sign "smart contracts" including Non-Disclosure Agreements (NDA's).

A connection will be established on the Website following confirmation by the relevant User.

You can monitor your connections and the Information or deals exchanged through a Dashboard which is personal to You.

## 11.4. Support and extra services

You may express your support for another User, DealFox or third party by clicking on the designated buttons and forms in order to obtain supplementary services to facilitate the matchmaking process. These services may be complementary or billable.

You may monitor the activity of another User by clicking on the designated 'follow' button.

## 11.5. Suggestions

You authorize DealFox to suggest events for You (trade fairs, conferences, webinars, etc.) on the Website, potential connections with other Users and various other actions and/or operations that might be of interest to You.

## 11.6. Messaging System

You have a personal internal messaging system that can be used to communicate with other Users.



You may configure the settings of your messaging system as stipulated on the Website.

## 12. SURVEYS

The national operator reserves the right to conduct surveys with Users concerning the quality of the Services and the results obtained using the Services.

DealFox warrants that all replies to such surveys will be processed anonymously.

DealFox reserves the right to use and monetize data and results of surveys towards third parties.

## 13. SUITABILITY OF THE SERVICE TO USERS' REQUIREMENTS

The purpose of the Service designed by DealFox is to satisfy the requirements of a vast number of Users.

Accordingly, You must ensure that the Service is suited to your own personal requirements.

You acknowledge that, by providing the Service, DealFox is by no means:

- providing fundraising, investment or financial advice;
- encouraging You or suggesting that You make a purchase or sale or subscribe for financial products.

Each User is solely responsible for deciding whether or not to enter into a business relationship, to invest, to make offerings, or to seek or give advice. This business relationship comes into place between the users of the Platform and Dealfox is in no way party or directly or indirectly involved in this business relationship.

Each user is responsible to make its own due diligence and KYC (know your customer) assessment before it enters into relationship with another User. DealFox is a mere Service provider and provides solely a marketplace where the information is provided by Users themselves, therefore the User needs to verify the information provided for its accuracy, relevance and validity when that User decides to enter in relationship or exchange with another User.

All Users acknowledge that they are fully responsible for their decisions and agree not to make any complaint whatsoever against DealFox in respect of their decisions and actions in connection with the Service or following the use thereof.

#### 14. LIABILITY FOR INFORMATION PROVIDED BY USERS

The Parties agree that within the scope of these Terms and Conditions, Deal Fox acts as a “hosting provider” within the meaning of ‘E-Commerce’ Directive No 2000/31/EC of 8 June 2000 and the e-commerce Act of 14 August 2000 in Luxemburg, i.e. Deal Fox’s role is limited to provide a service consisting of storing information provided by Users of the Service and making such information accessible to another User(s) through a computer system.

Deal Fox acts as a technical intermediary by enabling the storage and access to user generated content without exercising editorial control over such content. DealFox will not intervene in any way in the creation or management of accounts and/or the Profiles of Users, in any exchange, in the provision of advice or in any transactions and operations that may arise from the use of the Service, subject to the option to intervene after the fact pursuant to right to delete access clause.

Deal Fox shall not be held liable for the content of the stored information unless it has been duly notified of illegal activity and has failed to promptly removed or disable access to such information. You are solely responsible for the information submitted and/or published by You in the context of the Service.

The purpose of DealFox is to allow Access to Users who have a quality of “regulated professional”. Therefore, you declare expressly that you are regulated and supervised by an acknowledged body, organization, bar, society, government, authority which grant you that quality. Should You lose that quality or status of “regulated professional”, You declare that You will resign from your User account. You accept that DealFox cannot be liable for false declaration or statement from Users misusing the quality of “regulated professional”.

You must verify the accuracy, exhaustiveness and relevance of any information published by other Users on the Website. Deal Fox will not be liable for any loss that may arise due to the inaccuracy or omission of information provided by Users.

Each User agrees that he/she is solely responsible for the Information it provides on DealFox.

#### 15. RIGHT TO DELETE ACCESS

DealFox may immediately and automatically suspend Access to the Service and/or the Profile of any User in the event of a breach of these Terms and Conditions, particularly in the event of the infringement of third-party rights, notwithstanding the right to terminate these Terms and Conditions pursuant to the applicable termination clause and any damages which DealFox might claim as compensation for the loss suffered due to a breach of the relevant User’s obligations.

DealFox also reserves the right to delete without prior notice the Profile of third parties or suppliers that do not respect their contractual obligations or may be experiencing financial difficulty such as but not limited to: legal reorganization, compulsory liquidation proceedings, loss of half the share capital in a year, or that have been wound up, gone through voluntary liquidation or been struck off the Trade and Companies Register.

Finally, DealFox reserve the right to ask You whether You are still actively seeking to source or invest in a deal and/or to enter into a business partnership. In the absence of a reply from You within one (1) month, your Profile or Deal will be deemed inactive and DealFox may then hide or deactivate your Profile or content/Deal(s).

## 16. ACCURACY OF INFORMATION

You warrant DealFox that the Information You provide on the Website is accurate, true, complete and up to date.

You agree to update regularly all the Information concerning You, so that the Information remains accurate.

This Information will not be controlled or verified by DealFox.

You are therefore solely responsible for ensuring that such Information is true and accurate.

DealFox will not be liable under any circumstances for any error, omission or inaccuracy that comes to light in the Information provided by You or for any loss that may subsequently arise for other Users or third parties.

If You provide data that is false, inaccurate, inappropriate, unethical, prohibited, out of date or incomplete, DealFox may delete the Information and deny You access to some or all of the Service, either immediately and/or for the future.

## 17. OWNERSHIP OF INFORMATION, LICENCE AND WARRANTIES

You own and are solely responsible for the Information You provide within the Service.

You warrant that You hold the intellectual property rights necessary to publish the Information You post online in the context of the Service, including pictures, logos, visuals, teasers.

You also warrant that the Information You publish within the Service does not include any information that infringes the rights of third parties or breaches the laws in force, particularly the statutory provisions on libel, slander, defamation, privacy, rights of personal portrayal, morality and infringement.

You shall therefore hold DealFox harmless from and against any action by a third party concerning the publication of said Information in the context of the Service.

## 18. INVESTMENTS

Users seeking an Organization in which to invest through the Service are hereby informed of the fact that, by nature, equity and similar investments generate gains or incur losses that cannot be predicted.

This is particularly emphasized as you are using the Service with your status of qualified and regulated professional in the field of investment, as made mandatory by these terms of use.

DealFox gives no indication or guarantee that You will benefit from a potential tax reduction or make a gain as a result of such investments.

You represent that You are aware of and accept this process and the unpredictable nature of the results of such investments.

DealFox also wishes to warn You of the fact that requests for money might be sent to You through the Service or following your use of the Service.

DealFox may offer a service of Co-investment which means that it can suggest upon your demand, one or several Investors who could co-invest in a Deal available on the Service.

It is your responsibility as User to be careful and check the quality of these other Users potentially interested to co-invest in a deal with you.

No monetary payment (for investments, costs, fees, commission, etc.) should be made until enquiries have been made as to the integrity and reliability of the person to whom the payment is to be made.

You are invited to request supporting and additional documents from your contact.

You will be solely responsible for the payments made alone or in co-investment to any person with whom You enter into a business relationship via the Service.

Users registered as Investors within the Service must not propose any method of financing other than equity contributions.

Proposed loans and exchanges of securities are prohibited.

## 19. APPLICATIONS LIBRARY

By choosing to use an application proposed in the Applications Library, You acknowledge that You are directly linked to the publisher of the relevant application and not to DealFox as regards the application and the use thereof.

Users who use the services proposed by other companies listed in the Applications Library authorize DealFox to transfer the Information provided by them via the Service to these companies.

## 20. THIRD-PARTY WEBSITES

DealFox denies all responsibility for the use of third-party Internet or mobile sites and/or applications to which You have access through the Service.

If You are redirected to a third-party website, the terms and conditions of use of the relevant website shall apply in place of these Terms and Conditions, which will cease to apply.

If You access a third-party website that is illegal or harmful in any way through the Service, You must immediately inform DealFox to enable the latter to promptly delete the link to the website at issue.

This notice was last modified and revised on the 01/10/2022.