

# TERMS AND CONDITIONS OF BUSINESS

## WORDS & PHRASES USED IN THIS DOCUMENT:

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For the avoidance of doubt or misrepresentation, terms used within this document are set forth and defined as follows;

**“Agent(s)” or “Broker of Record”** : means an appointed person or corporation to work with or represent INTACAPITAL under an External Agent Agreement and one who introduces parties to INTACAPITAL for intended business transactions. They do not carry authority of INTACAPITAL.

**“Associated Parties”** : means any bank, investment group, provider, supplier, fund or person or body corporate in communication with INTACAPITAL.

**“Best Endeavours”** : means the taking of all such reasonable steps as due skill and expertise may require to attain the specified objective but not so as to import an undertaking that such specified objective shall or will be achieved.

**“Broker”** : means where INTACAPITAL acts within a transaction not as principal or investor but as an intermediary or consultant between principal and an Associated Party or Provider, remunerated by fees and commissions under a Mandate, Instruction, Terms and/or any other agreement if applicable including Commission Agreements.

**“Commission Agreement” or “Fee Agreement”** : means an Agreement entered into between INTACAPITAL and Principal that protects commission and fee payments that may fall due payable to INTACAPITAL.

**“Custodian Facilities”** : means a services offered by INTACAPITAL where INTACAPITAL (or its Associated Parties) offers secure housing or storage of an asset on behalf of its owner or keeper.

**“Expert Partners”** : means third party experts that may be called upon to undertake a work of a specific nature. To include without limitation, accountants, appraisers/assayers, auditors, surveyors, valuers, legal professionals and professionals of a specific field.

**“Facility”** : means an agreement or documentation committing and/or establishing a contract or other formal arrangement including (but not limited to) loan facilities, funding arrangements, structures and investor agreements and may be subject to satisfaction of the agreed terms and conditions as set out therein.

**“Facility Provider”** : means any bank, investment group, provider, supplier, fund or person or body corporate who provides the Facility to the principal.

**“Mandate” or “Instruction”** : means any Mandate, Term Sheet, formal instruction letter and/or any form of written agreement, issued by INTACAPITAL to a Principal, Agent, outlining a set of duties or tasks or may set out a Facility that has been identified an/or is being offered to the Principal.

**“the principal(s)”** : means a party as may be defined in covering correspondence attached hereto and who is the party contracting to INTACAPITAL and who will be the recipient or beneficiary of a Facility.

**“INTACAPITAL”** : means INTACAPITAL SWISS SA registered at Rue du Rhône 80 – 84, CH 1204, Genève, Switzerland or any of its parents, subsidiaries or sister companies as may be applicable and may include sub-contracted and outsourced Expert Partners. **“Special**

**Information”** : means any facts figures or statistics, reports, analyses, formulae, negotiations, concepts, abstract detail, access to sources and special contracts, arrangements and any information related to the special project and to considerations and any and all information that is judged by the parties of secret and / or confidential nature, in the operation of those businesses and whereby knowledge of such special information might be used to diminish the values or interests of the parties.

**“third party”** : means any entity corporate or persona which is neither the principal or Company or INTACAPITAL in an Instruction.

**“the business(es)”** : means all such activities as may be lawfully conducted by INTACAPITAL in pursuit of its objectives.

**“the transaction(s)”** : means any contract or arrangements entered into by (or with) INTACAPITAL with the principal and/or a third party or Associated Parties within the framework of a Facility.

**“Quotation” or “indicative terms”** : means an indication or estimation of terms or cost quotation relating to any proposed Facility and is non-binding and that presents the principal with an illustration of a Facility that is being contemplated.

The clause and paragraph headings in this Instruction are for ease of reference only and shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer. Words

importing the singular meaning where the context so admits, include the plural meaning and vice versa. Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeable in the manner. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction.

## THE CONDUCT OF INTACAPITAL

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INTACAPITAL carries out the business of financiers, facilitators and consultants.

INTACAPITAL reserves the rights to enter freely into agreements with third-parties and introduced parties with the objective of undertaking its business and equally reserves the rights to refuse third parties and introduced parties should it decide that the business under discussion is not suitable for INTACAPITAL at the time in question, without recourse.

The conduct of business of INTACAPITAL does not include banking, investment or securities trading. We do not hold third-party funds, nor do we offer investment advice or facilitate the management of assets. We are not regulated by FINMA or any other Swiss financial regulatory SRO and have been given permission by FINMA for non-regulated business.

INTACAPITAL and its officers, directors, and employees are not traders, banking officers or government employees; nor are they affiliated with, or endorsed by, any banking institution, government or government agency. INTACAPITAL does not render investment or legal advice and makes no warranties or representations as to information provided.

INTACAPITAL shall communicate its business primarily in the international business language of English. Any translations appended to its documents, agreements, contractual paperwork or other publications either private or public, shall be made for ease of use only and the English language version shall prevail.

INTACAPITAL is a Swiss Registered Company, incorporated in the canton of Geneva, Switzerland. Any business conducted with INTACAPITAL is conducted under the laws of Switzerland.

## DEALING WITH INTACAPITAL

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All parties entering business transactions with INTACAPITAL will be required to provide statutory information on themselves, their companies, beneficial owners and directors by completing a Client Information Profile Form (or other forms as may be applicable). Agents introducing parties to INTACAPITAL will be required to file this information on their customers behalf.

INTACAPITAL reserve the rights to undertake due diligence investigation on all parties being introduced to it for the first time, including verifications of identities of the principal members and beneficial owners. The rights of refusal to enter into any transaction(s) are retained by INTACAPITAL.

INTACAPITAL shall enter into business with an introduced party on the basis as may be described in covering correspondence. When transacting business with INTACAPITAL, the terms and conditions herein stipulated shall prevail.

## ENTERING INTO CONTRACT WITH INTACAPITAL

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INTACAPITAL aims to provide all necessary documentation, agreements and contracts expressly and in good time. Documents are issued to our counter-parties directly or to their advisers, legal advisers or Agents if we are co-ordinated to do so.

INTACAPITAL reserves the right to withdraw and otherwise terminate any agreement or contract that has been issued and has not been executed within a ten calendar day period, save where additional time has been agreed in writing and/or in covering correspondence that is duly signed by an authorised signature of INTACAPITAL

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INTACAPITAL reserve the right to refuse dealings with intermediaries that have not been pre-accepted by INTACAPITAL as an Agent or Broker of Record.

Documents, Contracts, Terms, Mandates or any other written form of agreement issued by INTACAPITAL or stated to be originating from INTACAPITAL is not valid unless signed by an authorised signatory of INTACAPITAL.

## **CONDUCT OF AGENTS AND BROKERS OF RECORD**

INTACAPITAL recognise third party external Agents that have valid and existing Agency Agreements or Brokers Appointment Agreements only. The terms of conduct of Agents, Brokers of Record and their brokerages are governed by the Agency Agreement or Brokers Appointment Agreement.

INTACAPITAL expect their Agents and Brokers of Record to conduct themselves professionally at all times. INTACAPITAL undertakes no responsibility, nor does it authorise, its Agents or Brokers of Record to enter into any form of agreement, undertaking, obligation or liability either written or verbal on behalf of INTACAPITAL.

## **USING THE SERVICES OF INTACAPITAL UNDER MANDATE**

In the Event that INTACAPITAL are required to procure or obtain a Facility as may be described in covering correspondence or other written or verbal agreement and/or undertaking for and on behalf of a principal (or where INTACAPITAL acts under a Mandate), the principals thereto offer INTACAPITAL their full co-operation to assist INTACAPITAL obtain the Facility.

Employing the services of INTACAPITAL under Mandate or Instruction means that the principal offers INTACAPITAL such appointment on an exclusive basis for 120 (One hundred and Twenty) days from the date of the execution of any Mandate or Instruction. INTACAPITAL accept a Mandate or Instruction from the principal(s) subject to its terms of business at the time prevailing and subject to the terms and conditions of the Mandate or Instruction. In the event of doubt or in the event of written agreement or instructions, these terms of business prevail.

If INTACAPITAL do not secure a Facility or show evidence of such a Facility being secured for the principal(s) in accordance with the Mandate or Instruction (or show a similar facility that may be available to the principal) within the time frame of 120 (One hundred and Twenty) days, the principal has the right to offer such appointment to another party but must inform INTACAPITAL in writing prior to doing so.

For its services and expertise INTACAPITAL shall charge fees and commissions to the principals for its services, expert advice, procurement and/or making available of a Facility referred to as ("the Commission") and pursuant to a Commission Agreement. By the execution of a Mandate or Instruction, the principal thereto so warrant that they shall pay such commission without hinder or protest in accordance with the terms of the Commission Agreement and any other terms as may be laid out in covering correspondence. In the absence of such Commission Agreement or other written arrangements for the payment of fees and commissions, the terms, rates and charges herein stated shall apply.

The principal(s) acknowledge the procedures and obligations as outlined within any Mandate or Instruction and further confirm and warrant that they adhere to the Terms and Conditions of INTACAPITAL in their entirety as laid out herein.

If the principal wishes to cancel proceedings at any time prior to receipt of the services, advice and/or any Facility being provided, he may do so by giving five (5) days written notice to INTACAPITAL at the address herein or by electronic mail to [admin@intacapital.ch](mailto:admin@intacapital.ch). The principal will be required to make immediate payment of any outstanding indebtedness due to INTACAPITAL prior to issuing cancellation.

INTACAPITAL reserves the right to appoint an Agent or Expert Partner to act on its behalf as and when it deems it necessary in the conduct of any part INTACAPITAL's obligations under a Mandate or Instruction or any other written or verbal agreement.

## **GENERAL TERMS OF BUSINESS**

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### **(1) AUTHORISATION**

(1.1) INTACAPITAL shall hold dealings direct with the principal (who shall be deemed to be the entity, personal or corporate, effecting or benefiting from any such Facility or otherwise named) or hold dealings with the principal's advisor(s) who must be mandated by the principal through notarized (and legalized) Power of Attorney prior to INTACAPITAL holding dealings with any such advisor.

(1.2) INTACAPITAL understands that the principal undertakes business with INTACAPITAL on the following basis; (a) he does so lawfully and is not in breach of any statutory or fiscal regulations, or corporate requirement. (b) he is sufficiently trained, commercially experienced, and so versed in business affairs as properly to evaluate and quantify the extent and nature of any obligations hereby/thereby or here/there to be incurred. (c) he has relied on his own counsel's advice and on his own and other independent advice and judgment and not on any counseling or influence from INTACAPITAL. (d) that he has acted of his own volition and not under any duress or influence from INTACAPITAL. (e) he acknowledges that INTACAPITAL act on a "best endeavors" basis" to the extent that failure by INTACAPITAL to procure any acceptable Facility shall not be deemed a breach of any of INTACAPITAL's obligations either herein, written, verbal or obligations or undertakings as may be made in any Mandate or Instruction held with the principal.

### **(2) COMMUNICATION**

(2.1) INTACAPITAL shall accept formal communication by digitally signed and accepted confirmed email, confirmed facsimile transmission as well as normal first class mail to include international mail and couriers provided the mail or courier package is delivered at the registered offices of INTACAPITAL on a working day during working hours.

(2.2) INTACAPITAL shall be deemed to receipt any documentation; (a) in the case of Swiss post, 48 hours after posting within Switzerland; (b) in the case of facsimile transmission to INTACAPITAL's registered office, immediately; (c) in the case of international mail, by issuing a postage receipt of the same, and; (d) in the case of all other methods, by confirmed signing of a receipt of courier.

(2.3) INTACAPITAL reserve the right to request that any communication is re-sent should INTACAPITAL fail to receive or receipt such communication sent by the principal (and/or his advisors).

(2.4) Normal working hours of INTACAPITAL are 09h00 to 16h30, Monday to Friday, excluding public and bank holidays in the canton Geneva.

### **(3) RECEIPT OF INFORMATION**

(3.1) INTACAPITAL shall issue to the principal (and/or their advisors) a receipt for all paperwork, files, and property of the principal in connection with any transaction and/or facility being contemplated upon it being in the possession of INTACAPITAL, save where such information is sent by electronic mail.

(3.2) INTACAPITAL shall divulge such information only to its sources, lenders, investors, providers, contacts and trusted associates and operate strict confidential procedures to ensure all information kept is secure and private.

(3.3) INTACAPITAL takes no responsibility for any loss, damages or subsequent loss(es) as a result of the loss or damage of paperwork, files or property of the principal (and/or their advisors) within its possession, save where INTACAPITAL has offered Custodian Facilities.

### **(4) TERM SHEETS, MANDATES AND INSTRUCTION(S)**

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(4.1) Upon receipt of an enquiry from the principal (and/or their advisors, Agents or Broker of Record), INTACAPITAL shall issue to the principal (and/or the advisors, Agents or Broker of Record) a formal Mandate or Instruction (this includes Term Sheets or other forms of written instruction or agreement) which may be sent by electronic mail to the principal and/or their advisors, Agents or Broker of Record, and/or subsequently by mail or courier, for all undertakings contemplated.

(4.2) Should the principal wish to accept the Mandate, Instruction and/or Terms and formally instruct INTACAPITAL to undertake such work, then the principal must sign and return the Mandate, Instruction or Terms (or

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other agreement if applicable) where indicated to formally accept it. No undertaking will be accepted and no work shall commence until INTACAPITAL have received sign documents in evidence of the principals instructions.

(4.3) Where the Mandate, Instruction or Terms are signed and executed by a third party under power of attorney of the principal, it shall be deemed to be the principal's own instruction and therefore the principal shall be held responsible for the payment to INTACAPITAL of any fees and/or charges incurred as may be laid out within the Mandate, Instruction and/or Terms. In the absence of written agreement to the contrary, the fees and charges of INTACAPITAL that shall be levied to the principal are those as laid out herein.

(4.4) In normal circumstances, payments shall be required in full upon the formal acceptance, or a booking fee may be requested from the principal. No work shall be undertaken until full payment is made or the appropriate booking fee has been received.

(4.5) Payment is accepted by inter-bank SWIFT wire transfer or cash for work to commence immediately. No work shall commence without INTACAPITAL first receiving a completed Mandate, Instruction, Terms and/or signed confirmed acceptance of a Quotation together with payment as may be advised therein.

(4.6) Once signed, the Mandate, Instruction and/or Terms should be sent by confirmed email or by post to the offices of INTACAPITAL before the 'Valid Until' date written on the Mandate, Instruction and/or Terms (or other agreement if applicable).

(4.7) The Mandate, Instruction and/or Terms must be accepted and returned by the 'Valid Until' date if applicable. After expiry of the 'Valid Until' date the Mandate, Instruction, Terms and/or document(s) (to include documents and/or agreements appended thereto if applicable) should be considered null and void. INTACAPITAL cannot guarantee that any subsequent quotations given for the same work will be given on the same conditions, nor that any Facility identified nor Terms will become available in the future.

(4.8) By signing and returning the Mandate, Instruction, Terms and/or other agreement if applicable, is the sole acceptance of both the principal (and their advisors, Agents and Broker(s) of Record) to abide by INTACAPITAL's Terms & Conditions Of Business as herein defined.

(4.9) Terms and Conditions of Business for INTACAPITAL may from time to time be updated and amended. Where such update or amendments are made, INTACAPITAL shall provide the updated version publically on their website. INTACAPITAL are not at liberty to advise of any changes or updates to its terms and conditions of business and is the duty of the principal to check. Any disputes arising between the parties shall rely on the most current version of the Terms and Conditions of Business of INTACAPITAL.

## (5) ADDITIONAL WORK & QUOTATIONS

(5.1) Any additional work undertaken outside the scope of any Mandate, Instruction or Terms will only be undertaken by INTACAPITAL upon receipt of written instruction from the principal to do so, and will be charged to the principal at INTACAPITAL's Normal Rates (see below).

(5.2) It should be noted by the Principal that in the event of a Quotation not being offered or where a Quotation has not been produced, it is noted and advised by INTACAPITAL to the Principal that the Principal should budget and allow approximately 01.00% of the value of the business being undertaken for costs and charges. This is given as a rule of thumb and advice only and does not form part of, nor should be considered as a Quotation.

(5.3) Quotations (including any indicative terms) given are subject to change and are not considered a contractual undertaking. INTACAPITAL do not guarantee that by the offering of Quotations (including indicative terms) that the Facility therein quoted is (or will be) available to the principal and that any Facility is always subject to underwriting, acceptance and due diligence.

## (6) COMMITMENTS

(6.1) Once INTACAPITAL have complied in its duties (as stated therein any Mandate, Instruction, Terms and/or any other agreement if applicable) and have delivered confirmation in writing to the principal that INTACAPITAL has complied in full with its undertakings and instructions as defined thereunder, INTACAPITAL shall be deemed to have complied in full and any Commission, Fee and/or Pay Order and/or outstanding payments unpaid by Principal shall immediately fall

due and payable.

(6.2) In the event that INTACAPITAL have been required to deliver a Facility to the principal, the Facility shall be deemed to be delivered by INTACAPITAL by INTACAPITAL presenting the principal with the necessary documents, contracts and/or agreements relating thereto or by INTACAPITAL making introduction in person of the Facility Provider to the principal for the entering into contract and/or agreement.

(6.3) Any payments made to INTACAPITAL that may form part of a Mandate, Instruction, Terms or other agreement if applicable are non-refundable in any event.

## (7) CANCELLATION

(7.1) The principal has the right to cancel proceedings at any time prior to receiving the services and/or expert advice and/or Facility by giving five (5) days notice in writing (confirmed email or facsimile transmission acceptable) to the registered offices of INTACAPITAL.

(7.2) Upon receipt of the written cancellation notice by INTACAPITAL and after such notice period has elapsed, if applicable INTACAPITAL shall refund any monies of the principal held on account against future disbursements to third parties (excluding fees and costs due or received for payment of INTACAPITAL's Fees and Costs), less fees and disbursement incurred to date on behalf of the principal.

(7.3) Should the principal cancel proceedings while owing monies and/or fees to INTACAPITAL, then INTACAPITAL has the right to call upon those monies owing to be paid within 72 hours of receipt of the cancellation notice being received. Should monies owing not be paid after receipt of such cancellation notice from the principal (and/or their advisors) and after such 72 hour period, then INTACAPITAL reserves the right to effect legal action for the recovery of fees / costs (plus any additional costs, plus interest payments on outstanding balances at 0.50% per day) immediately.

## (8) UNDERTAKING

(8.1) Upon taking instruction, INTACAPITAL do not guarantee any Facility can be secured or approved. In the case that (due to unforeseen or unknown circumstances of the principal or adverse information that may come to light about the principal) it may not be possible to obtain a Facility, any payments held on account of the principal by INTACAPITAL as per a Mandate, Instruction, Terms and/or any other agreement if applicable, will not be refundable in any circumstances unless expressly stated within the document to which the charge(s) refer.

(8.2) INTACAPITAL reserves the right to terminate dealings and/or negotiations at any time without giving reason and without prejudice to the principal (and/or their advisors, Agent or Broker of Record).

## (9) NORMAL RATES

(9.1) The fees and charges of INTACAPITAL may be outlined to the principal under separate cover and where requested by the principal, or within a Mandate, Instruction, Terms or other agreement if application, together with any costs associated with that transaction. In the event that this is not the case, then Normal Rates shall apply as described herein.

(9.2) For work undertaken within the EEA and Switzerland, the charge shall be CHF 600.00 per hour, per consultant. Work undertaken outside the EEA there shall be a charge of CHF 800 per hour, per consultant, plus third party fees, disbursements and expenses in both cases. Overnight stays are billed at 8 hours. Charges for Expert Partners are itemised separately. Invoices for charges are usually issued on the 22nd of each month for payment within 7 days. Cancellation notice of pre-arranged appointments and meetings must be given in writing no less than 24 hours before hand. Failure to receive notice within this notice period will incur a cancellation charge of CHF 500.

(9.3) INTACAPITAL may from time to time levy a flat charge for standard due diligence and background investigation required for the construction of appraisal reports, visits and/or risk analysis of the principal's project or banking facilities. In this instance INTACAPITAL shall levy a fee of CHF 85,000 for investigative work and a fee of CHF 95,000 for project appraisal work (plus consultants disbursements, travel and business expenses). INTACAPITAL shall levy a charge of CHF 20,000 to the principal before approving any banking facilities

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presented to INTACAPITAL in respect of a Facility. Should the Principal decide to alter or change their bank and/or banking any time during the transaction (or make changes that fundamentally adjust the corporate structure of the principal), INTACAPITAL may levy a fee of CHF15,000 for communication and increased due diligence. If in doubt, the obligation of requesting a list of INTACAPITAL's charges falls on the Principal. By execution of a Mandate, Instruction, Terms or any other agreement if applicable, or by the verbal instruction of INTACAPITAL by the principal, the principal accepts the fees and charges of INTACAPITAL as stated. (9.4) INTACAPITAL reserve the right to levy late payment penalties to unpaid invoices being left unpaid for 30 days or more. A late payment penalty equal to 7% of the invoice value shall be added for each 30 days (or part thereof) the invoice is left outstanding.

## (10) OTHER WORK

(10.1) Any other work that is not covered by any aspect of these Terms and Conditions nor is covered within any Mandate, Instruction, Terms or any other agreement if applicable, shall be deemed outside the realms of INTACAPITAL's instruction and any additional work shall be undertaken upon the further written instruction of the principal and charged to the principal at INTACAPITAL's Normal Rates.

## WARRANTIES OF THE PRINCIPAL PARTIES

In any dealings with INTACAPITAL, THE PRINCIPAL(s), AGENT(s) and BROKER(s) OF RECORD hereby warrants to INTACAPITAL that any financial, personal, corporate, transactional or other data information or material furnished to INTACAPITAL at any time in connection with, or related to, a transaction are accurate, complete, correct, and current, and principals hereby acknowledge that INTACAPITAL shall enter into a Mandate, Instruction, Terms or any other agreement if applicable, in reliance upon such warranty.

THE PRINCIPAL(s) also declare to INTACAPITAL for the purposes of international anti-money laundering legislation, that they act lawfully in the conduct of their business and that all and any funds involved in the payment of any fees, costs or commissions associated with a Mandate, Instruction, Terms and/or any other agreement if applicable (and/or transaction), have been obtained by the principals through lawful means or through lawful business practice.

IN THE EVENT of any information supplied to INTACAPITAL being proved to be a misrepresentation or false, misleading or incorrect in any respect, or the principal(s) fails to issue, undertake or action any matter or thing as may be required in order to obtain the service and/or the Facility and/or fails to action or execute any obligation that prevents INTACAPITAL from executing its duties and/or its instructions or undertakings thereunder any Mandate, Instruction, Terms and/or any other agreement if applicable, it shall constitute a breach of INTACAPITAL's terms and conditions on the part of the principal(s) and INTACAPITAL's obligations under any Mandate, Instruction, Terms and/or any other agreement if applicable, shall forthwith cease, without prejudice to INTACAPITAL's rights to receive unconditionally in full the Fees, Charges, Costs and/or Commissions as may be described under a Mandate, Instruction, Terms and/or any other agreement if applicable including Commission Agreements, which will become due and payable forthwith to INTACAPITAL in full and further the principal(s) will indemnify INTACAPITAL against any loss claim or damages resulting from the breach of such warranty. In making such warranties to INTACAPITAL, the principal(s) herewith waives all and any rights of defence that may prevent INTACAPITAL from receiving in full its Fees, Charges, Costs and/or Commissions as may be laid out under a Mandate, Instruction, Terms and/or any other agreement if applicable including Commission Agreements.

THE PRINCIPAL(s) hereby warrant that in executing any Mandate, Instruction, Terms and/or any other agreement if applicable with INTACAPITAL:

(a) they understand that any ancillary charges or charges accrued from the principal's side are the subject matter of the principal(s) and their party and do not concern or involve INTACAPITAL.

(b) they confirm and attest that INTACAPITAL have not solicited the principals in any way in connection with any aspect of a Mandate, Instruction, Terms and/or any other agreement if applicable or with the Facility and that INTACAPITAL have not given any investment advice or counselling to the principal(s).

(c) that any person(s) or entities appointed as "Agent" or "Broker of Record" are wholly independent from INTACAPITAL and are not acting on or for INTACAPITAL's behalf and INTACAPITAL waive any and all liabilities arising therefrom, save where special circumstances have been employed.

Entering into dealings with INTACAPITAL prohibits the principal (including their officers, employees, directors, beneficial owners or any other representatives of the principal) from taking such action that negatively impacts INTACAPITAL, its reputation, products, services, management or employees. Any negative action taken in this manner by the principal shall entitle INTACAPITAL to seek damages from the principal and the principal hereby waives all rights of defence in the claim of such damages.

## COMPLAINTS HANDLING PROCEDURES

Any parties that wish to make a complaint about any aspect of working with INTACAPITAL should make their complaints in writing to INTACAPITAL SWISS SA, Rue du Rhône 80 - 84, CH - 1204 Genève, Switzerland. INTACAPITAL will respond to all letters of complaint received within 28 days of receipt.

## CONFIDENTIALITY IN BUSINESS DEALINGS

In accepting to deal with INTACAPITAL, all parties (including principals, Agents, Brokers of Record and extended to associates, directors, partners, colleagues, beneficial owners of those parties) also understand that in doing business with INTACAPITAL they may learn of persons and institutions that are the intellectual property of INTACAPITAL and as such INTACAPITAL require the principals to execute a Confidentiality Agreement as may be attached and/or included within a Mandate, Instruction, Terms and/or other agreement and in covering correspondence (if applicable), or using this Confidentiality Clause as an agreement between INTACAPITAL and the principals (as may be defined in covering correspondence).

Any correspondence or document issued by INTACAPITAL that refers to the Terms and Conditions of Business (or simply, "terms and conditions") of INTACAPITAL, should be deemed to include reference to this confidentiality clause.

WHEREAS INTACAPITAL is wishing to provide services and advice to the principal in accordance with a Mandate, Instruction, Terms and/or any other agreement if applicable (or other co-operative arrangement) as may be described in covering correspondence.

WHEREAS the parties of the principal(s) who are willing to act on behalf of the party of INTACAPITAL hereto the above-described role and to adopt for the term of the relationship or any extensions agreed thereto such responsibilities as outlined herein or within any covering correspondence.

Each party hereto possesses certain secret and/or other special information which is essential and/or vital to the official operation, conduct and/or expansion of the business of that part.

This special information is primarily, but not wholly related to the particular fields of activity in which the parties are engaged, specifically the finance industry in particular as regards;

- (i) contacts with other companies or persons
- (ii) contacts existing or in negotiation
- (iii) financial positions and accounts
- (iv) technical and other knowledge
- (v) special banking and funding details and techniques

To assist negotiations between the parties, each party is prepared at its respective discretion, to disclose to the other party such special

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information as the other party may need to receive, or to which access is required and to make such disclosures as the parties may be prepared upon the terms and conditions set out in this agreement and whereby the exact content and the amount of the special information disclosed by any one party to the other shall be at the absolute discretion of the party making the disclosures.

The party receiving the special information undertakes not to use the special information or any part thereof save for the express purpose of carrying out evaluation of that special information and of the commerciality of the proposed transactions but not specifically limited thereto.

Each party that receives special information from the other, shall keep and procure to be kept secret and confidential all such special information and any other secret or confidential information relating to the other party, that may that may from time to time come into the knowledge of the party receiving the special information by virtue of the relationship formed by this agreement.

The party in receipt of the special information shall not disclose the whole or any part of the information to any Director, Employee, Consultant, Sub-Contractor, or other third party unless the duties related to the transactions cannot be otherwise performed.

Where the parties make disclosures, to third parties, then the disclosing party shall procure that those third parties to whom disclosures are made, keep the special information disclosed secure secret and confidential and are contracted to maintain the same conditions of secrecy and confidentiality that are imposed herein and the party receiving the special information, shall be responsible for any and all unauthorised disclosures, whether through its own actions or omissions or those of any third party.

The party receiving any special information shall not unless authorised in writing by the party providing the special information, make any copies or reproductions in any manner or form whatsoever, of any documents advised by the other party, as being special information, without prior written approval.

On completion of the evaluations to be conducted by the parties, all secret and confidential documents forming part of the special information shall be returned on demand to the party that provided the special information.

The parties shall indemnify each other and keep so indemnified for the minimum period of fifteen (15) years from the date of their initial dealings and any statutory period thereafter against any loss arising from any breach of any agreement between the relevant parties and against all claims other actions or proceedings, costs expenses and damage, whether direct, indirect or economic or consequential, which may arise from a breach of agreement and which shall include negligence, by either party hereto, by their co-Directors, Employees, Agents, Personnel, Consultants and Associates.

Following completion of the evaluations carried out by the parties, neither shall disclose to any third party the whole or any part of the special information, without express permission from the other party.

Each party also expressly undertakes to the other, that they will not in any way whatsoever, circumvent the interests, contacts, contracts, negotiations, facilities or opportunities of the other party and will not circumvent any matter position or situation, pertaining to the business or operations, of the other party and the parties hereby further undertake to refrain in all circumstances from carrying out any act or omission, which would in any way diminish the value, interests or benefits of the other party.

## CONTACT DETAILS

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