Eureeca's IPO Terms of Business

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IPO Investor Terms

These IPO Investor Terms of Business ("**IPO Terms**") are made and entered into between you as a prospective Investor ("**you**" or "**Investor**") and Eureeca Ltd ("**Eureeca**," "**we**," or "**us**"). These IPO Investor Terms will govern all transactions whereby you commit to IPO Investments ("**IPO Investment"** or **"Investment Opportunity**") by Companies advertising an Investor fundraising IPO opportunity ("**Announcement**"), who wish to raise finance via an Initial Public Offering ("**IPO**") in return to the issuance to you, directly or indirectly, of shares in the Company participating in the IPO ("**Shares**" or "**Equity**"). These will be listed on the eureeca.com website (the "**Website**"). In addition to these terms, you are advised to read all materials made available to you, including guides and future updates, and to conduct your own independent research, before deciding to invest.

1. Acknowledgement and Declaration

1.1 We do not accept representatives of clients as an agent, such as a financial advisor, and your agreement with these Terms is regarded as your confirmation that you have sole access and responsibility for your Eureeca account. Only in circumstances explained in **Clause 18** will we accept the representation of an authorised and nominated representative, business or contractor ("**Third-Party**" or "**Third Parties**") to act on your behalf.

1.2 Prior to registration on the Eureeca platform, and participation in the IPO Investments, it is important that all Investors consider and agree to all associated terms and conduct their own assessment of risk, define their risk appetite and make their own efforts to satisfy any potential concerns to their required comfort level (collectively referred to as "**Due Diligence**"). Investors should consider their appetite for risk and affordability and suitability of investments.

1.3 As part of our commitment to the FCA regulations regarding your rights as a Consumer ("**Consumer Duty**"), we have obligations to ensure our Investors are well-informed, aware of their rights and that vulnerable customers are supported. If you wish to discuss your rights and level of support, then please contact us on contactus@eureeca.com for further information.

1.4 It is your responsibility to ensure your personal details and investor status on your profile is correct at all times. Upon agreement of each investment, you are obliged to notify us of changes to your personal details or circumstances. Failure to keep us updated of any changes in circumstances, including bankruptcy or county court judgements, could result in the termination of your account.

1.5 By agreeing to these Terms, you confirm the following:

(a) You are acting solely on your own behalf.
(b) You are at least 18 years of age.
(c) All information you provide is true, accurate, up to date and not misleading.
(d) You are solvent and not subject to insolvency proceedings or bankruptcy.
(e) You are not subject to criminal proceedings or enforcement action relating to fraud, embezzlement, money laundering or financing of terrorism.
(f) Additional information we may request from you will be submitted to us in a timely fashion and failure to do so could result in the termination of your account.
(g) All funds you have earmarked for investment are free from any Third-party obligations or liens.
(h) You are not a US person for the purposes of residency or tax.

1.6 Should any of the conditions detailed in these terms pertaining to your circumstances or personal details change, you must inform us by email at contactus@eureeca.com. If the changes are considered to be non-compliant with our Terms, then we may terminate your account or reduce the terms of your participation on the Eureeca platform.

1.7 You agree that all investments in IPOs will be subject to the Market Rules and Regulations applicable to the jurisdiction of the Investment Opportunity.

1.8 You agree not to engage in any practice which could be considered as market abuse, aiding or conducting deliberate money laundering or financial fraud, and will not provide false or misleading information or data.

1.9 Eureeca does not and will not at any time provide any financial, legal, tax or investment advice and nothing on the Website or in the information provided in connection with any Proposal will be construed or interpreted as financial, legal, tax or investment advice. You must consult with licensed financial, legal and tax professionals or advisors for any financial, legal or tax advice that you require.

1.10 Eureeca is not a Broker, dealer or underwriter in securities and will not represent, underwrite or sponsor any Proposal, nor will it solicit investors on any Issuer or Company's behalf. Eureeca acts only as a platform provider and all services offered by Eureeca are intended to facilitate use of the Website and should not be construed in any other manner.

2. Background and summary of services

2.1 Eureeca is authorised and regulated by the Financial Conduct Authority ("**FCA**") to conduct the activities of arranging and bringing about investments as part of our Regulatory Permissions. In our capacity as arranger, we have entered into an agreement with certain stock exchanges ("**Exchange(s)**"), in which we can facilitate investment for our registered investors into announced IPO offerings hosted on the Exchange. Through our online platform, we offer the ability to subscribe for an Investment into the IPO investment opportunity.

2.2 In our capacity as arrangers, we will arrange and manage the application to purchase the investment. We will also arrange the process of Allocation and settlement of your investment, including, where required, the registration and onboarding of a Broker account and inclusion in our consolidated Investor Account ("**Omnibus Account**"). Please refer to **Clause 10** for further details on the structure of the Omnibus Account ("**Omnibus Structure**").

2.3 In accordance with Client Money and Assets ("**CASS**") regulation, we are also permitted to hold and control client money on your behalf, which will be held in our segregated client money accounts with an FCA authorised Bank ("**Client Money Account**"), prior to investment Allocation.

2.4 By using these services, you authorise us to arrange and manage the investment in accordance with this Clause 2, in order to facilitate and conclude the investment.

2.5 In instance where you have allocated your own Broker, you will bear the responsibility for custodianship and purchase and disposal of the assets will remain the liability of your appointed Broker.

2.6 In our capacity as arranger, you authorise us to transmit and allocate your investment order and, where applicable, transfer your investment details to your

appointed Broker. In cases where we have appointed a Broker for you, this will involve transmitting your personal data, Allocation, and investment details. Please refer to **Clause 9** for further details on the appointment of a Broker.

2.7 You authorise us to take the necessary steps to complete the investment on your behalf as arranger, including instances where additional identity checks may be required to satisfy the FCA, crime agencies, tax authorities and relevant Third Parties such as consumer protection agencies ("**Regulators**").

2.8 Our appointment and capacity as arranger are limited to the steps contained within this Clause 2 and is terminated once the investment order is complete.

2.9 As an authorised and regulated entity, we adhere to the FCA recommendations regarding Treating Customers Fairly ("**TCF**") and do not afford preferential treatment for one Investor over another. All Investors are subject to these Terms and do not receive bespoke or preferential terms to these.

2.10 Our services do not permit legal advice and we offer an execution only transactional service. If you are in any doubt regarding the appropriateness of your investment, you should seek legal advice from an independent and regulated legal and financial advisor, who is authorised to provide such advice ("**Advisor**"). You should conduct your own research and determine by your own means, the appropriateness and suitability of your investment prior to execution. Our own Know Your Client ("**KYC**") and Anti-Money Laundering ("**AML**") onboarding and identification process requires a suitability assessment to categorise your Investor status but does not permit us to use this data to recommend or advice on suitable investments. Please refer to **Clause 4** for further details on our onboarding and suitability assessment process.

2.11 By using our services, you confirm that we are entitled to assume that you have undertaken the relevant steps to consider the risks and suitability of your investment and, where necessary, undertaken independent legal advice before committing to invest.

2.12 In addition to the notifications and reporting determined in **Clause 12**, you should not solely rely on this service when determining your investment appetite and are encouraged to read the attached company details and Prospectus ("**Company Materials**") in detail before deciding to invest. These will be provided on our platform as part of the investment description. You agree that

you have fulfilled this obligation prior to each investment and have made your investment decision after perusal and understanding of all company materials.

2.13 While Eureeca will make every effort to ensure the Company Materials are suitable, in some instances we may summarise the information to ease consumption, as per our Consumer Duty requirements for simplified language. It is important to note that we do not validate, assess or otherwise endorse or disclaim the integrity of the Company Materials or the Investment itself. The Company Materials will have been authorised by the Exchange that is hosting the Offer. You agree that we are not accountable or liable for the Company Materials in our capacity as facilitator, rather than validator. You should conduct your own assessment and, where necessary, seek independent legal investment advice before deciding to invest.

2.14 We declare all instances we have identified where we potentially could have a considered Conflict of Interest ("**Conflict**") and will require risk warnings on each investment opportunity. Should there be a Conflict, we will only proceed to host the investment opportunity if we consider the Conflict significantly mitigated. By participating in any or all of our services you confirm you have fully read and considered these prior to investment.

3. Pre-Investment Registration Conditions

Before you participate in an IPO offering, you must complete your registration as an Investor, and confirm and sign your agreement with the **Eureeca Investor Terms** ("**Investor Terms**"), as part of the registration process. You must read and accept all of the terms and conditions in, and linked to, the Investor Terms, including the **Eureeca Terms of Use** **("Platform Terms")** governing use of the Website, the **Eureeca Privacy Policy** and the **Eureeca Risk Disclosure**. Furthermore, you agree that you bear the responsibility of ensuring you meet the investor requirements of the appropriate financial and legal regulations for your country of residence, or domiciled classification for tax or employment purposes, ("**Jurisdiction**"). The responsibility of compliance with Jurisdiction is the sole responsibility of you as an Investor. If you are in any doubt, then you should consult with an independent legal advisor.

Please refer to the **Investor Terms** for an explanation on the requirements, how they affect you, and what you are accepting as terms.

4. Registration, KYC and AML

4.1 When registering as an Investor, you will be required to provide certain information that will be used by administrators acting on our behalf to perform a Know-Your-Client ("**KYC**") check for the purpose of enforcing Anti-Money Laundering rules and regulations ("**AML**") and in order to eventually register your interest in the Shares. By registering, you represent and warrant that you are resident at the residence address that you have provided and that details of your nationality and other information are accurate. At this time, only non-US persons (persons who are not citizens or residents of the U.S., any corporation, partnership or other entity created or organised in or under the laws of the U.S. or any person falling within the definition of the term "U.S. Person" under Regulation S adopted by the Securities and Exchange Commission of the U.S. on 24th April 1990, as amended from time to time) are permitted to register as Investors on the Eureeca Website.

4.2 In accordance with FCA regulations, specifically relating to Continuous Due Diligence ("**CDD**") and Anti-Money Laundering ("**AML**"), we are obliged to conduct Know Your Client ("**KYC**") and background checks on all our Investors ("**Verification Checks**") to verify and validate their identities. This requirement stipulates that we must verify the identity of all Investors as part of the registration process and involves using Third-Party identification services to confirm your identity and, where necessary, your qualifying criteria for investment.

4.3 As part of these Verification Checks, we will scan your details against the globally recognised Politically Exposed Persons ("**PEPs**") and Sanctions and Probity lists ("**Sanctions and Probity**"). If you believe you are a PEP or are likely to appear on a Sanctions check, you agree to notify us before proceeding.

4.4 In cases where we are unable to identify you to sufficiently meet our required standards, we may request further documents from you, or terminate the registration process, as detailed in **Clause 17** of our **Investor Terms of Business**.

4.5 As per our **Investor Terms of Business**, you agree that we may run the **Verification Checks** as part of the registration process and authorise us to conduct these checks. Furthermore, you will not be able to participate in the IPO Investments until we are satisfied that we have identified you and that you do not pose a threat to the integrity of Eureeca. Information on how we conduct these checks can be found in our **Eureeca Privacy Policy** and **Eureeca Investor Terms**.

4.6 We are required by FCA regulation, to categorise all our Investors as part of the registration process. When categorising you, we are fulfilling our duty to qualify you as an authorised Investor and evince how you meet the criteria, which may involve the request of further evidence from you. You will be classified as a "Retail Investor" by default, unless you categorise yourself as either a Professional or Advised Investor then this category will afford you the greatest level of protection.

4.7 We are required by FCA regulation to assess the suitability of all registered Investors in accordance with their category. This requirement is not conducted to provide investment advice or recommendations, but as a regulatory obligation to qualify our Investors.

4.8 If we determine that you are not adequately categorised, or that an investment opportunity is not appropriate for you, we may at our discretion prohibit participation as an Investor. We have a regulatory obligation to prove our determination of suitability and maintain our discretion to update these terms in accordance with regulatory requirements.

4.9 In accordance with CDD, we may be required to conduct further periodic reviews and assessments at our discretion and as part of our regulatory duty. Should we require further information or documentation from you, you agree to cooperate and supply the requested details promptly. Refusal to do so may result in suspension or termination of services.

5. The IPO Investment process

5.1 Upon successful completion of the registration process, in accordance with **Clause 4** and the **Eureeca Investor Terms**, you will be permitted to peruse and invest in the IPO opportunities displayed on the Eureeca platform. Your Eureeca account can be funded by an online Wallet ("**Investor Wallet**" or "**Eureeca Wallet**"), which will be made available to you via your online Eureeca Account, from which your settings and profile can be accessed and amended at any time ("**Investor Profile**"), and you will be permitted to remit payments to your Investor Wallet prior to investment.

5.2 When considering your investment amount, you agree that you have made allowances for any fees or charges that may be made by your bank for currency conversions or other additional charges that are levied by your bank for the

transaction. We will not be held liable for these charges and any subsequent reduction of your requested payment from your bank.

5.3 Once your Investor Wallet is in receipt of the funds allocated for your investment, you may proceed to complete the investment and confirm your intended subscription allotment ("**Allocation**") in the IPO investment.

5.4 Each Investor may, at Eureeca' discretion, only be permitted to subscribe for each IPO Announcement once; top ups to the existing subscription may be refused and we reserve the right of refusal for additional subscription to your initial proposed subscription.

5.5 We cannot guarantee that any investment Allocation will proceed to completion. Additional factors may reduce your Allocation in the investment by the Exchange and/or clearing house. The exchange has final right of decision over all Allocations granted and will include such factors as IPO over subscription in the decision thereof. We do not accept liability for investments that do not proceed to completion or incur a reduction in Allocation. In instances where you are allocated less than you requested, the difference will be returned to your Eureeca Wallet.

5.6 When determining the suitability and appropriateness of an investment opportunity, the responsibility remains as solely your own decision. Where possible, Eureeca will reflect the details of the Announcement, along with a Prospectus, and any other appropriate documentation we are permitted to share. We have not reviewed or approved the company materials, beyond our regulatory obligations and Consumer Duty obligations to you as a retail Investor, and do not endorse or advise investment in the opportunity and you agree that we are not liable for your decision to proceed with an investment. In the interests of convenience and signposting rules, we will provide links to websites or further information where appropriate, to facilitate your own research.

5.7 For CDD purposes, you confirm that all your personal data is accurate at the time of investment. Any changes in your circumstances must be submitted and approved prior to an investment request.

5.8 You agree to conduct your own Due Diligence on your suitability and affordability for investment, in line with your Investor categorisation and risk appetite. You confirm you have suitable resources. experience and understanding of IPOs and of the individual IPO Opportunities presented on

Eureeca.com to allow you to participate in these investments. Eureeca does not accept any responsibility for investment performance or losses or impact of said performance, or hardships caused by investments that are above your investment capacity.

5.9 If you receive a notification of investment and believe that your investment is not valid and that you did not request this, or wish to cancel your request, you must contact us at the earliest opportunity by email at contactus@eureeca.com. We cannot guarantee that your investment will be cancelled but will conduct an investigation and notify you of the outcome. Due to the expedient nature and restrictive deadlines for submission of the investment, this right to notify us should not be relied upon and is only conducted on a principle in which we work in our best efforts and capacity to deliver the most beneficial arrangement for you as a consumer ("**Best Endeavour**"). If you are unsure of your commitment, you should seek investment advice and not proceed until you are comfortable to do so.

5.10 Any investment you have instructed will be subject to our **Best Execution Policy**, which has been detailed as a Best Execution Statement and added in **Appendix 2**. By proceeding to investment, you confirm that you have read and agree to this Policy.

5.11 Your participation in the investment is a direct purchase of securities from the Company detailed in the opportunity and you are additionally bound by the terms of the Exchange and Company terms. You agree that your investment orders are executed on these bases and may not be afforded the same levels of protection as from a regulated fund or portfolio investment service.

5.12 When you choose to invest in an opportunity you will be directed to follow the IPO investment process through the platform. You will be required to confirm your investment amount, agree to the associated terms, and the designated currency for that investment. This may involve a conversion process, which is detailed in **Clause 6**.

5.13 The details of the investment opportunity will be summarised as part of the investment process, and will include the Offer Price, Allocation, currency and available balance of your Eureeca Wallet. At this stage, you will have been deemed to have conducted your own Due Diligence and determined your intent to proceed. If your Eureeca Wallet does not hold sufficient funds for the investment, you will be directed to "top up" your Investor Wallet. In instances where there are not enough funds in the Investor Wallet, the investment will not

proceed. We do not offer advanced funds or an “on credit” agreement. You confirm that you will not have proceeded to investment in the event you do not have adequate funds in your Investor Wallet and will hold no claim to the completion of your investment request.

5.14 It is a regulatory and legal requirement that you must maintain and have access to a Bank Account at the time you register for our services. You may be required to provide evidence of your Bank Account at the time of investment by the relevant Exchange, Broker or clearing house.

5.15 The Bank Account you maintain for the purpose of the IPO investment, must be solely held in your own name and you must be authorised to make payments from the Bank Account and be able to receive payments in relation to your IPO investment into this Bank Account.

5.16 In the event that an Announcement and Investment Opportunity is subject to additional terms and conditions of either the Company, the exchange, or associated Third Parties, you must download and agree to these Terms in addition to our own and our own associated Third Parties.

5.17 In the event that a Company changes the terms of its Announcement and offering in a way that will materially affect you or your investment, then we will communicate these changes to you at the earliest opportunity afforded to us. If the Company permits the opportunity to withdraw or cancel your investment, then we will also update you accordingly. The opportunity to do so will be in a restricted time period due to the requirements of the Exchange and the IPO itself and, should you fail to request changes within this period, you may not be permitted to do so. The permitted time period will be outside of Eureeca’s control, and we will employ a Best Endeavour principle, but cannot guarantee such changes will be completed. You acknowledge and agree that, in such circumstances as your failure to respond in time, Eureeca will not be liable.

5.18 An investment opportunity may close earlier than advertised by the Announcement and Eureeca. In these circumstances we do not accept liability for your failure to invest before the closing of the investment opportunity and we will not be permitted to add your investment after closure. It is your responsibility to ensure you have conducted your Due Diligence and fully registered prior to investment. These windows of opportunity may be short, and you should ensure you complete these preparatory tasks in a timely fashion and well in advance of the closure of the Investment Opportunity.

6. FX and Conversion Services

6.1 All Investment Opportunities will be in a fixed currency as designated by the Exchange. Eureeca has no control or influence over the investment currency.

6.2 Eureeca can accept and hold investor money in a variety of currencies as listed on the eureeca.com website, this includes USD, GBP, EUR, AED, MYR. Investor money transferred in a currency that we do not support will be converted by Eureeca using the applicable spot rate at the time of receipt, less any bank fees and charges. Eureeca does not control or accept any fees or liability for non-supported currencies transferred to our investor accounts.

6.3 Where the Investment Opportunity is in a currency different to the currency of funds you transferred to Eureeca, Eureeca will, upon receipt of confirmation of intent, convert the money on your behalf. Fees for conversion are set by our banking partners and presented in **Appendix 1** of this document. By completing the IPO investment process, you confirm your agreement to this conversion. The Investment Opportunity currency will be presented alongside other relevant investment information prior to the completion of the Investment Process.

6.4 Any funds returned to you due to investment over-subscription, cancelled investments, or for any other reason, will be returned in the currency designated by the Exchange. You may instruct Eureeca in writing to convert the returned funds to an alternative currency or otherwise, if no instructions are received, the funds will remain in your Eureeca Wallet in the currency designated by the exchange. If instructed in writing, Eureeca will convert your funds to an alternative currency as requested. You are responsible for any reasonable bank fees or charges associated with the requested conversion as per our fees outlined in **Appendix 1**.

6.5 The Eureeca currency conversion fee is based on our third-party conversion fee of 1.5%. Eureeca does not charge an additional surcharge or receive an additional spread above or on top of the 1.5% rate.

7. Investment Confirmation

7.1 Your investment will be considered successful and complete once we have issued confirmation of your Allocation via email and to your Investor Profile. You will receive this notification within 2 hours of our receipt of the accepted investment from the Company, Broker and Exchange. Without this confirmation, the Investment cannot be considered as complete. If you previously received a payment confirmation to your Eureeca Wallet, but have not received the investment confirmation, the balance will still be held in your Eureeca Wallet and be afforded the necessary protection under CASS, please refer to **Clause 11** for further details.

7.2 In the event that the Investment Opportunity is subject to an Oversubscription, your proposed investment Allocation may be reduced or cancelled. An Oversubscription may occur at the discretion of the Company or Exchange, and may be subject to their own Due Diligence, or priority of Allocation, in accordance with their own regulations and legal commitments. The decision will be at the Company's and Exchanges' discretion.

7.3 In instances of Oversubscription, you agree that we will allocate your investment on a Best Endeavour principle, to ensure you are allocated as much as possible of your intended investment.

7.4 Any payments made by you that were either too late for the Investment Opportunity, or were made on a Best Endeavour principle, are not guaranteed and we accept no responsibility or liability if your funds are returned. Additionally, we accept no responsibility or liability for payments which were late due to the error of either you, your Bank, internet service provider or any Third-Party that are beyond the control of Eureeca.

7.5 Where an Investment Allocation is fractional, we may, at our discretion, round down or round up your Allocation to fulfil our future settlement obligations. In the event of a shortfall, we will utilise our own funds to cover this.

8. Use of Third Parties

8.1 Eureeca uses Third Parties as part of the IPO investment service provided to you. Third Parties, and the nature of the services they provide, are detailed in our **Eureeca Privacy Policy**.

8.2 In the use of Third Parties, where applicable we conduct Due Diligence and impose a requirement for Service Level Agreements ("**SLA**") to review the level of service they provide and their responsibilities to us and you as the Investor.

8.3 We must be satisfied that all Third Parties adhere to our confidentiality and Data Protection obligations and protect your personal data at all times. Your personal data will only be used for the express purposes of the Service and will not form part of any Third Parties' mailing lists or otherwise purposes not agreed by you.

9. Appointment of Broker

Obtaining a National Investor Number

9.1 To subscribe for an IPO listed on an Exchange, in most instances you must obtain and provide to the Exchange a National Investment Number ("**NIN**"). You will be permitted to use your existing NIN, should you already have one, however, if you have not previously been allocated a NIN, you can apply for one directly via the Eureeca platform.

You will be unable to complete your subscription request until you have obtained a NIN.

Appointment of Broker

9.2 In order to hold or dispose of those shares subscribed to in an IPO you must obtain a broker approved by the Exchange to which you are subscribing to an IPO. The Broker can either be an authorised Broker appointed by you or the authorised Broker for which we have established a trading relationship with, under the Omnibus Account structure referenced in **Clause 10** below. All investment activity must be carried out through the Appointed Broker.

9.3 If, at the time of subscription, you do not wish to elect to use either your own Broker, or the Eureeca Omnibus Broker, in many cases you may instead be permitted to elect to leave those shares subscribed to in the custody account at the Exchange. We will provide that information on the Proposal Page of the IPO. These will be held securely by the Exchange, for a reasonable amount of time. However, you will not be able to dispose of these Shares via the Exchange and as such will only be able to dispose of them once those shares have been transferred to a broker.

9.4 Should you decide to utilise your own appointed Broker for the purposes of IPO investment, then you are responsible for the actions of your Broker and their ability to perform the required functions. Eureeca will not accept liability for poor

service as the result of your own Broker. It is your responsibility to notify your Broker before you appoint them for this service. We will assume that you have received the relevant permission from your Broker to appoint them for this service and will not be held liable for unauthorised use.

9.5 Should you decide to utilise your own Broker, all transactions subsequent to the initial subscription will be executed by them. By opting to execute all transactions through your own brokerage account you will be unable to dispose of or manage those shares through the Eureeca platform. You will be required to communicate directly with the Exchange from where those shares have been subscribed to, and your own local Broker, to arrange the transfer of those shares from the Exchange Custody Account to your local brokerage account. As Eureeca do not have any powers over the transfer of shares in this scenario, we are unable to facilitate the transfer for you. We will provide you with guidance as to how to execute this, but the actual transfer will be executed by yourself.

9.6 Should you not have an appointed Broker, or choose not to use them for whatever reason, you can choose to use our authorised Broker. We do not endorse or recommend the use of our Broker but have conducted Due Diligence and determined their suitability for this service. This is not a guaranteed delivery, and the Broker will be liable for the Services they provide. You will be required to agree to their Terms before use.

9.7 If you choose to use our authorised Broker you will first need to agree to transfer those shares from your own name to the Eureeca Omnibus, thereby amending the registered owner of those shares from yourself in your name, to Eureeca Omnibus. You will retain all beneficial ownership of those shares, but the Registered Owner will be nominally held under the Eureeca Omnibus.

9.8 You understand that by transferring the shares to Eureeca Omnibus, you have transferred the Registered Ownership of these Shares to Eureeca Ltd. Once transferred, you retain, i.e. own, all beneficial (economic and voting) rights to these Shares. Therefore, any proceeds derived from the sale of these shares, or any dividends payable, will be provided to you net of any fees retained for the provision of this service. Once you have transferred the Registered Ownership of these Shares to Eureeca, this cannot be undone. Before considering such an arrangement you should conduct your own assessment to determine if this is suitable for your requirements.

Further details on the Eureeca Omnibus are provided in **Clause 10**.

9.9 Post investment, all activity relating to the investment will be conducted through your appointed Broker. In instances where you have opted to transact through the Eureeca Omnibus Structure, any transaction will be executed by or on behalf of you via our appointed Broker. You will not have direct trading access for other investment activity with our underlying Broker. If you require direct

trading access to other investments then you must set up your own brokerage account, which will be entirely separate from Eureeca's services and under the control of your own appointed Broker.

9.10 You may change your designated Broker at any time but will be responsible for the transfer of Broker and the requirements of your new Broker to facilitate this.

10. Omnibus Structure

10.1 If you elect to use our non-mandatory Omnibus Account, you will permit us to hold the Client Assets for you, and the Omnibus Structure will record the details and ownership of your investment. The Omnibus Structure operates as a bloc account for the purposes of transaction and representation and will not transfer or otherwise waive your rights as an Investor. You will be subject to the terms of this Clause but will remain the Beneficial Owner.

10.2 Your investment details will be recorded by your Investor name and Allocation and submitted for investment via our appointed Broker. When submitting your details we will conform with UK General Data Protection Regulation ("**GDPR**") and exert Due Diligence in the transmission of your data with approved Third Parties, such as the Exchange and your Broker. If the Third Party fails to meet its obligations with client confidentiality and it is their sole responsibility, they will be held liable for the breach. In instances of shared liability with Eureeca, we will accept shared responsibility.

10.3 In the event that the approved Third Party becomes insolvent or ceases to practice, we will make Best Endeavours to retrieve your personal data and assets but, if we discover that the retrieved assets reclaimed will not satisfy the shared claims of all Omnibus Account participants, the shortfall may be shared pro rata among all member of the Omnibus Account. We do not accept liability for lapses in Third Parties' failure, except in instances where it is proven that there is a lapse in judgement or Due Diligence or negligence on the part of Eureeca.

10.4 We shall not be held responsible for any fault on behalf of, where applicable, your own duly appointed Broker or any other Broker that is beyond our control and not appointed by us.

11. Safeguarding and settlement of funds

Client Money and Assets (CASS)

11.1 As part of our FCA regulated activities, we are permitted to hold and control client money on your behalf. We act in accordance with FCA CASS regulation for any payments you deposit with Eureeca. We are required to pool, segregate and protect your uninvested funds from our own funds and subject to the terms defined in our **Eureeca Investor Terms**. CASS regulation is designed to protect you in the event of platform failure and these funds are not considered our property and we hold no claims to them.

11.2 Funds that are allocated for IPO investment are deposited and pooled in a Eureeca Client Money Account, held in a qualified financial institution in accordance with FCA CASS rules.

11.3 For the purpose of arranging and fulfilling our duties to you for the IPO investment, this may entail the transfer of your funds to an authorised Third-Party (such as in instances of currency conversion), and you authorise us to transfer the funds in accordance with CASS regulation and providing that the Third-Party also adheres to CASS regulation.

11.4 Client money may also be held in a Third-Country account, as defined by the FCA and in accordance with CASS regulation, for the purposes of fulfilling our duties.

11.5 Your IPO investment will be held and registered with an International Organization of Securities Commissions ("**IOSCO**") authorised Broker, and subject to the CASS regulation regarding the safeguarding of client assets.

Corporate Actions

11.6 Some completed IPO investments will occasionally involve a Corporate Event, in which Investors may be required to vote, attend general assembly meetings, subscribe for additional shares or take any other associated actions as an entitled holder of those shares. Collectively, these events are referred to as Corporate Actions and you will be notified in advance of such events.

11.7 We will notify you within 48 business hours of our own receipt of notification of

such events and detail the requirements of you as an Investor. In the event of the entitlement of proceeds, such as Dividends or Interest, we will notify you within 24-48 business hours, these being between 9am and 5pm GMT between Monday and Friday (excluding public holidays), of our own receipt of the notification, and the requirements of you as an Investor.

12. Statements and reporting

12.1 As part of our services, we provide access to statements and reports, for which we will issue an automated email to you notifying you when a periodical statement has been uploaded to your Investor Profile on your Eureeca Account.

12.2 You will also be permitted to build your own ad-hoc statements, defined by your own criteria, which you can build and download at any time. We cannot verify the data in the report will be an accurate representation of your investment(s); data could be up to 24 hours delayed depending on the time of your request.

Tracking investments

12.3 Where you have elected to use our Brokerage account, you will be able to view and track your investments via the portfolio page on the Eureeca platform. You will be able to review any subscription information in respect of the original Allocation for an IPO and, where you have subsequently undertaken a transaction, also any change in the number of shares you hold via Eureeca. Where an additional transaction has been completed by Eureeca on your behalf you, you will be able to view other information related to that transaction including date of transaction, number of shares bought or sold and the execution price. Where possible Eureeca will provide a market price reflecting the value of those securities you hold, but please note due to limitations in obtaining real time data such a price may not accurately reflect the current market price at the time of viewing.

12.4 You will also be able to request from Eureeca a statement from our Broker reflecting every transaction undertaken on your behalf. Eureeca will provide this to you manually upon request.

12.5 Where you have not elected to use our Brokerage account, you will only be able to view the initial subscription information in respect of the IPO, as any further transaction will be undertaken directly by your broker, who is independent from and therefore not connected with Eureeca, as such we are unable to obtain transaction records therein.

13. Record Management

13.1 As part of our continuing obligation to legal and regulatory requirements, we are required to retain and manage records that are relevant to your Account and participation on the platform, for a minimum period. In accordance with General Data Protection Regulation ("**GDPR**") we are required to keep data for a minimum of 5 years and for as long as the local laws and regulations require. In accordance with legal obligations across the Jurisdictions of the Exchanges we use, there is a requirement to maintain records, for reporting purposes, for a period of 10 years. We therefore keep data for 5 years for those who do not proceed to invest or complete registration, and 10 years for participants who have made at least 1 investment in an IPO.

13.2 In accordance with GDPR, we are required to afford clients the "right to be forgotten" and permit the deletion of records that are not relevant and contain no history. We will consider requests to delete data in accordance with law and Data Protection.

14. Fees

14.1 Eureeca charges a transaction fee on any amount invested into IPOs via the Eureeca services and platform. This transaction fee is variable dependant on the specific IPO and as such will be made available for review on the individual IPO proposal page at the point of investment.

14.2 Where the IPO you are subscribing to is in an alternative currency to which your funds are held in your Eureeca Wallet, there may also be Foreign Exchange fees applicable to execute an FX transaction. Any FX transaction will be initiated and confirmed by you via the Eureeca platform on the relevant IPO subscription page. Any fees related to any FX transaction will be clearly explained at the point of your FX transaction for you to accept or reject.

14.3 Our fees and charges are detailed in **Appendix 1**.

15. Representation and Warranties

15.1 You warrant and represent to Eureeca, as of the date you agree to these Terms and as of any date that you make a Commitment in respect of any IPO investment, that:

(a) You have the legal competence and capacity to execute and perform the conditions of these Terms and that you have duly authorised, executed and delivered these Terms.
(b) In connection with these Terms, you have complied in all material respects with applicable laws.

15.2 Eureeca represents and warrants to you, as of the date of these Terms and as of any date that you commit to invest in Shares, that:

(a) It is duly incorporated and is validly existing as an exempted segregated portfolio company in good standing under the laws of the Cayman Islands and has corporate power to enter into and perform its obligations under these Investor Terms; and
(b) These Terms have been duly authorised and executed and, when delivered by Eureeca, will constitute the valid and binding agreement of Eureeca, enforceable against Eureeca in accordance with their terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws.

16. Indemnification

In addition to your indemnification obligations set forth in the **Eureeca Investor Terms** and **Eureeca Terms of Use**, you agree to indemnify, defend, protect and hold harmless Eureeca and its officers, directors, stockholders, employees and agents against all claims, liabilities, actions, costs, damages, losses, demands and expenses of every kind, known or unknown, contingent or otherwise

(a) resulting from any material breach of any obligation you undertake in these Investor Terms, including but not limited to your obligation to comply with any applicable laws; or
(b) resulting from your acts, omissions and representations (and those of your employees, agents or representatives) relating to Eureeca. Your obligation to indemnify Eureeca shall survive termination of these Investor Terms, regardless of the reason for termination.

17. Limitation of liability

17.1 In addition to the Limitation of Liability detailed in our **Eureeca Investor Terms** and **Eureeca Terms of Use**, you shall be liable for any loss or damage caused or suffered as a result of a breach of these Terms or for the fraudulent us of the platform; either purposefully or accidentally.

17.2 Eureeca shall be liable for any proven loss or damage caused or suffered as a result of our account management or use of our platform, in the extent that such loss or damage occurs as a result of our own breach of these Terms or was the result of gross negligence or deliberate default or fraud by us.

17.3 Eureeca shall not be liable for any loss or damage as a result of any action or matter for which liability is not included under these Terms or the Terms mentioned in Clause 17.1.

17.4 Eureeca shall not be liable for any indirect or punitive loss, damage, cost, foreseeable or unforeseeable in nature.

17.5 These Terms shall not limit our liability for personal injury or death, fraud or any other liability this Clause is not permitted to restrict by applicable law or regulation.

17.6 Eureeca shall have no obligation to ensure any Client Assets or Client Money held on your behalf against any risk to the Client Assets or Client Money, regardless of cause.

17.7 In relation to over subscriptions Eureeca does not give any guarantees or assurances in any such way as to the final allocation of shares.

18. Termination

18.1 We reserve the right to terminate your participation and/or account on the Eureeca platform at our discretion. In most instances we will notify you with 20 business days' written notice, but we may terminate your account without notice for any of the following reasons:

(a) If you become the subject of insolvency or bankruptcy proceedings, in line with our regulatory requirements.
(b) If we become aware of any criminal proceedings or investigations relating to fraud, corruption, AML or financing of terrorism.
(c) Upon your death we will commence with the closure of your account and liaise with your nominated person to act on your behalf ("**Appointed Representative(s)**") for any amounts owed.
(d) Should you become physically or mentally incapacitated, or otherwise unable to make your own investment decisions, we will liaise with your

appointed Power of Attorney to arrange an Appointed Representative agreement.

(e) Failure to conform to these terms.
(f) Violation of these terms.
(g) Necessary to comply with regulatory requirements.
(h) Upon instruction by a legal body or agency.
(i) Suspicion of fraud or financial crime relating to your investment activity.
(j) Appearance on our recognised PEPs and Sanctions lists.

18.2 If we proceed to terminate your account, this will not affect your outstanding investments or any continuing rights or obligations between us that are not subject to this Clause. However, should we be instructed by a Crime Agency or Regulator to freeze your account and/or dispose of your assets in accordance with law, we will act in accordance with this law.

19. Confidentiality and GDPR

19.1 You expressly consent to Eureeca's collection, processing, and storage of personal data, as required for the provision of services and for compliance with applicable local and data protection law and regulations.

19.2 We are bound by both local Data Protection regulations and the UK GDPR regulations to ensure that your data is protected at all times. Please refer to our **Eureeca Privacy Policy** for further details.

19.3 Any information you are required to provide in order to register as an Investor will be handled in accordance with the Eureeca Privacy Policy. We may ask you to renew this information or confirm that it hasn't changed from time to time at our discretion. It is also a requirement for each Investor to ensure their personal details, provided during the KYC process, remain current during the lifecycle of their membership of the platform. Failure to update these details as they apply, or when asked by Eureeca to re-confirm, could prevent further investment.

20. Complaints

Should you have any complaints or queries about the services provided by Eureeca or this agreement, you are invited to contact Eureeca either via email on contactus@eureeca.com, or telephone on +44 207 256 4295 or by writing to the

Head of Compliance at Level 30, The Leadenhall Building, 122 Leadenhall Street, City of London, EC3V 3AB.

If you are unhappy with the way we have handled your complaint you have the right to refer your complaint to the UK Financial Ombudsman Service ("**FOS**") - contact details as follows: - 0300 123 9 123 or 0800 023 4567 FREEPHONE. You can read more about how to complain here: http://www.fca.org.uk/consumers/complaints-and-compensation

21. Financial Services Compensation Scheme (FSCS)

All registered customers of Eureeca have the potential (but not the inalienable right) to be compensated out of the Financial Services Compensation Scheme ("**FSCS**") established and operated by the Financial Conduct Authority in the UK. Such compensation may be payable in the event that Eureeca should fail in the conduct of its Financial Conduct Authority regulated activities.

Please note that Investors will NOT be able to claim under the Financial Services Compensation Scheme merely because a Company offering an IPO goes bankrupt or fails to meet its obligations to you as an Investor, or for the failure of your investment.

22. Amendments to terms or services

22.1 We may revise or amend these Terms of Use at any time. We will use Best Endeavours to notify you of any material changes that affect your participation as an Investor with Eureeca. Continued participation after these changes will be deemed by us as acceptance of the changes. Instances of minor alterations, such as typographical or display changes, will not be communicated but updated for your next Investment Opportunity agreement.

22.2 We reserve the right to change our services at any time to improve or enhance your experience or subject to regulatory notice or general efficiency. Changes could include, but are not limited to:

(a) Removal of certain functions or services, in whole or in part.
(b) Improvements and enhancements to functionality or user experience.
(c) Additional functions and/or services.

(d) Cosmetic changes to the website and/or our Terms and associated documentation.
(e) Eligibility to participate as an Investor, such as ceasing to serve residents from certain countries.
(f) Regulatory instructions to adjust our services.
(g) Replacement or removal of Third Parties we use to deliver the services.

In all instances, we will notify you of these changes, either through these Terms or a notification, if we have determined it affects your involvement and participation on the platform.

22.3 Should we determine that any changes listed in this Clause affect your participation on the platform and of our services to the extent that we can no longer support you, or we have determined that your participation is no longer compliant, we reserve the right to freeze, suspend or terminate your account. We will notify you in such circumstances.

23. Governing law

These Terms of Use shall be governed in all respects by the laws England and Wales, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Eureeca must be resolved in the courts of the England and Wales, although Eureeca reserves the right to bring proceedings against you for the breach of these Terms of Use in your country of residence or any other relevant country.

Appendix 1 – Fee Table

Eureeca fees	Cost	Payable
Eureeca signup and NIN issuance	$0.00	N/A
IPO subscription fee on allocated Funds	2.5% funds invested, $100 minimum payment	At time of investment
Currency conversion fee	1.5%*	N/A
*Note, currency conversion fee is based on standard third-party conversion fee of 1.5%, Eureeca does not charge an additional surcharge or receive an additional spread above or on top of this 1.5% rate.		

Appendix 2 – Best Execution Statement

1. Purpose

This Best Execution Policy (the "**Policy**") sets out information relating to how Eureeca Limited ("**Eureeca**", "**we**", or "**us**") uses its underlying "Best Endeavours" principle to provide best execution as required by the Markets in Financial Instruments Directive 2014/65/EU ("**MiFID II**") and the Financial Conduct Authority's Conduct of Business Sourcebook ("**COBS**"), when arranging investments on behalf of its Investors.

In accordance with, and as a duty to provide, the requirement for a Best Execution Policy and Statement ("**Best execution**"), we are required by Consumer Duty regulations to take Best Endeavours to obtain the best possible outcome when executing transactions on behalf of our Investors. We commit to our Investors our duty to use best execution when we arrange investments on their behalf in the types of financial instruments, we are regulatory authorised to execute.

2. Scope

This policy covers arranging in the following financial instruments:

- Equities: including shares
- Exchange traded IPO products

3. Application of Execution Factors

When executing orders on your behalf in relation to financial instruments, we will take all reasonable steps to achieve what is called "best execution" of your order(s). This means that we will have in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account the nature of your orders, the priorities you place upon us in filling those orders and the market in question and which provides, in our view, the best balance across a range of sometimes conflicting factors.

When applying Best Execution, Eureeca will use Best Endeavours to achieve best execution with respect to all transactions. Eureeca will consider many factors which include such factors as the cost of the transaction, the need for timely execution, the liquidity of the market (which may make it difficult to even execute an order), the size of the order and the nature of the financial transaction including whether it is executed on a regulated market or over the counter.

We will also take into account your understanding and experience of the market in question, your dealing profile, the nature of the dealing service you require of us, and the specific and general instructions given to us by you which may prioritise how we are to fill your orders.

In the absence of express instructions from you, we will exercise our own discretion in determining the factors that we need to take into account for the purpose of providing you with "best execution".

Our commitment to provide you with "best execution" does not mean that we owe you any fiduciary responsibilities over and above the specific regulatory obligations placed upon us or as may be otherwise contracted between us.

In addition to the non-exhaustive list, when arranging an investment order with a broker for execution, we will also consider the broker's ability to fulfil the obligations to seek best execution.

4. Order Execution Policy

While we will take all reasonable steps based on those resources available to us to satisfy ourselves that we have processes in place that can reasonably be expected to lead to the delivery of best execution of your orders, we cannot guarantee that we will always be able to provide best execution of every order executed on your behalf.

Our policy, in providing you with best execution, is to exercise the same standards and operate the same processes across all the different markets and financial instruments on which we execute your orders. However, the diversity in those markets and instruments and the kind of orders that you may place with us mean that different factors will have to be taken into account when we assess the nature of our execution policy in the context of different instruments and different markets. For example, there is no formalised market or settlement infrastructure for over-the-counter transactions. In some markets, price volatility may mean that the timeliness of execution is a priority, whereas, in other markets that have low liquidity, the fact of execution may itself constitute best execution. In other cases, our choice of venue may be limited (even to the fact that there may only be one platform/market upon which we can execute your orders) because of the nature of your order or of your requirements.

5. Monitoring and Review

Eureeca has identified procedures to ensure compliance with this Best Execution policy:

- We have implemented a governance framework and control process through which we monitor the effectiveness of our order execution arrangements (including this Policy), to identify and, where appropriate make appropriate adjustments
- The arrangement to provide the best possible result for you or whether we need to make changes to our procedural arrangements

- Our Finance and Compliance Departments work with Internal Audit to monitor compliance with our policies and procedures relating to assessing compliance with best execution
- Our internal order execution process. Monitoring includes reviewing a sample of subscriptions and registrations

As part of our Compliance Monitoring Program, we will review our Policy at least annually or whenever a material or ad-hoc or trigger change occurs that affects our ability to obtain the best result for the execution of transactions to a satisfactory degree. We will notify you if any material change significantly affects your participation on the platform.