

IANUA General Investment Opportunity Provider Terms and Conditions

PRIVATE AND CONFIDENTIAL

September 2022

1. INTRODUCTION

These General Investment Opportunity Provider Terms and Conditions (the “Terms and Conditions”), which include the terms of the Acceptance Letter together with its Appendix 1, govern the terms under which IANUA Market Limited (“IANUA”) is engaged by **Investment Opportunity Provider** with respect to the provision of the IANUA Services (as set forth in the Acceptance Letter).

IANUA Market Limited is a limited liability company registered in the United Kingdom with registration number 10947868. IANUA is an appointed representative of Laven Advisors LLP which is authorised and regulated by the Financial Conduct Authority.

2. INTERPRETATION

- 2.1 Terms defined in the Acceptance Letter but not defined herein shall have the same meaning as in the Acceptance Letter.
- 2.2 Except as otherwise provided in these Terms and Conditions, in the event of any inconsistency between the provisions of the Acceptance Letter and the other provisions of these Terms and Conditions, the Acceptance Letter will prevail.
- 2.3 All Transactions are entered into in reliance on the fact that the Terms and Conditions and all Confirmations form a single agreement between the parties (collectively referred to as this “Agreement”), and the parties would not otherwise enter into any Transactions.
- 2.4 “financial instruments” mean all “investments” as defined in the Financial Services and Markets Act 2000 of the United Kingdom and all “financial Instruments” as defined in the EU Markets in Financial Instruments Directive (MiFID) and any bi-lateral, syndicated or other loans, credit lines, letter of credits, currencies, physical commodities and memberships of limited liability and other partnerships, open and closed ended corporations, unit and other trusts and contractual fund arrangements whether or not falling within the definition of “collective investment schemes” or “an “alternative investment fund” under the EU Alternative Investment Fund Managers Directive.

3. NON-RELIANCE

- 3.1. Notwithstanding anything contained in the Acceptance Letter, the Investment Opportunity Provider hereby represents that it is not, and will not be, relying on any advice or information or on any representation, warranties or statements, KYC or AML related information on any member or investor whether oral or in writing, provided by IANUA, or through the IANUA Community to make any investment or other decisions nor treat any such advice or information as legal, accounting, regulatory or tax advice in connection with the Investment Opportunity. The Investment Opportunity Provider confirms that it has consulted, and will continue to consult with, and rely on the advice of, its own legal, accounting, regulatory, tax, business, financial, KYC and AML, investment and regulatory capital advisors (as appropriate), as well as such other advisors it deems necessary in order to make an independent analysis of the Investment Opportunity and to determine whether such Investment Opportunity or the member or investor is suitable, proper and appropriate for it. In addition, the Investment Opportunity Provider represents that it will determine, without reliance on IANUA, the economic risks and merits, as well as the legal, accounting, regulatory and tax

characterisations and consequences of any hedging Transaction and that it will be capable of assuming such risk.

4. CONDITIONS AND UNDERTAKINGS

4.1 The provision of the IANUA Services are subject, inter alia, to the following (each of which to be satisfied in IANUA's sole reasonable discretion):

- a. satisfactory market conditions;
- b. [IANUA commitment committee or other internal approvals];
- c. satisfactory due diligence on the Investment Opportunity and/or the Investment Opportunity Provider and any counterparty;
- d. satisfactory structuring of the Transaction and form and content of related legal and other documentation from a legal, regulatory, tax and or commercial perspective;
- e. the relevant Investment Opportunity occurring in conformity with all applicable constitutional documents and in conformity with all applicable laws and regulations;
- f. satisfactory completion of all legal, regulatory and tax requirements, if any, (including receipt of all governmental and other approvals) and compliance with all applicable laws and regulations (including those governing the marketing and sale of relevant financial instruments);
- g. receipt of satisfactory legal, tax and other advice and or opinions (as required by IANUA or any counterparty); and
- h. the accuracy of all representations and warranties made by all relevant parties and the truth and accuracy (whether by omission or otherwise) (in all material respects) of all information furnished by all relevant parties.

4.2 Investment Opportunity Provider agrees to provide IANUA with (or procure the provision of) all relevant information and documentation relating to the Transaction and access to such offices as IANUA and its professional advisers may from time to time reasonably require. In particular the Investment Opportunity Provider's personnel may reasonably be required to collect, elaborate and analyse information to assist IANUA and its professional advisers at the Investment Opportunity Provider's expense.

4.3 The Investment Opportunity Provider will ensure that the information supplied by it to IANUA or any third party is true and accurate and not misleading in any material respect and that nothing has been omitted which would make any information misleading in any material respect.

4.4 The Investment Opportunity Provider will ensure that all relevant public announcements, statements and publications made by it or on its behalf (if any, and whether in the course of preparing for, executing or post completion of the Transaction) will, to the extent legally permissible, be made or published only after consultation with IANUA.

4.5 During the term of this engagement, the Investment Opportunity Provider shall keep IANUA informed of all strategies, developments and discussions relevant to the Transaction and will not take any material initiatives relevant to the Transaction without prior consultation with IANUA.

4.6 IANUA undertakes to allocate sufficient and appropriately skilled resources to achieve timetables from time to time agreed in writing between a Managing Director of IANUA and a Director of the Investment Opportunity Provider. IANUA and the Investment Opportunity Provider agree to negotiate any such timetables (and amendments thereto) in good faith.

5. FEES AND EXPENSES

In relation to the IANUA Services, IANUA shall charge applicable Fees as set forth in the Fee Schedule, attached as Appendix 1 of the Acceptance Letter, including a Transaction Fee, an Advisory Fee and a Retainer.

The Transaction Fee will be payable on completion of the Transaction save as specified below under Termination. In addition to the fees described in the Fee Schedule, the Investment Opportunity Provider will promptly pay or reimburse IANUA for all fees and expenses reasonably incurred in connection with the Transaction, which will be billed separately and in respect of which IANUA may invoice the Investment Opportunity Provider as such fees and expenses are incurred or request payments on account in anticipation of such fees and expenses. Such fees and expenses shall include travel and other out-of-pocket expenses, document production and delivery and related matters, fees and disbursements of legal and other professional advisors (each such appointment to have been approved by the Investment Opportunity Provider in writing (such approval not to be unreasonably withheld or delayed) and up to and including any fixed or capped amount (if any) which shall have been agreed in writing between IANUA and the Investment Opportunity Provider plus VAT or other applicable taxes or charges). Without prejudice to the above and the provisions under Termination below, should the Investment Opportunity Provider not have completed the Transaction prior to termination of this engagement, all fees and expenses reasonably due or incurred by IANUA in connection with the Transaction, including (but not limited to) fees and disbursements of all professional advisors (if any) appointed by IANUA as aforesaid shall become immediately due and payable.

All amounts payable to IANUA under the term of these Terms and Conditions and the Acceptance Letter are exclusive of Value Added Tax or any other similar taxes ("VAT") and any withholding tax. All amounts charged by IANUA will be invoiced together with VAT, where appropriate. All amounts payable by the Investment Opportunity Provider hereunder shall be payable within 30 days of presentation of an invoice by IANUA. All invoicing will be in GBP. Fees will be deducted from the proceeds of the notes on the closing date of the Transaction.

6. CONFIDENTIALITY

The Investment Opportunity Provider agrees that it:

- a. will hold and treat in confidence all information provided to it by IANUA or any IANUA Community Members including, without limitation, any advice or opinions and financial or other information relating to any potential investors or counterparties (including any IANUA Community Members) and whether provided to it by, or acquired by it from, IANUA or such other Members or their respective professional or other advisers (the "IANUA Confidential Information"),
- b. will not disclose, in whole or in part, in any manner whatsoever, any IANUA Confidential Information to any person or individual who is not a director, officer, employee, representative, subsidiary, auditor, agent, investor, fund manager, consultant or advisor (including legal counsel) of the Investment Opportunity Provider or its affiliates (collectively, the "Investment Opportunity Provider Representatives") and
- c. will disclose IANUA Confidential Information only to those of the Investment Opportunity Provider Representatives on a "need to know" basis meaning such persons who are required or reasonably requested in the course of their duties to receive and consider same for the purposes of the Transaction or for internal legal, compliance or other legitimate reasons, and only if such Investment Opportunity Provider Representatives are, prior to such disclosure, advised of the confidentiality obligations imposed by these Terms and Conditions; unless, in any case, the Investment Opportunity Provider has the prior written consent of IANUA or the Investment Opportunity Provider is required to disclose any IANUA Confidential Information to any competent judicial, governmental, supervisory or regulatory authority or by law, in which case, the Investment Opportunity Provider shall give prior notice to IANUA unless precluded from doing so by law.

Notwithstanding the foregoing, "IANUA Confidential Information" will not include:

- a. information which the Investment Opportunity Provider can prove is lawfully already in its possession prior to its receipt from IANUA,

- b. information which the Investment Opportunity Provider can prove is lawfully obtained by it from a third party who is not otherwise known by the Investment Opportunity Provider to be prohibited from transmitting the information to the Investment Opportunity Provider by any duty of confidentiality owed to IANUA and
- c. information which is or becomes generally available to the public other than as a direct or indirect result of a breach of these Terms and Conditions by the Investment Opportunity Provider or any of the Investment Opportunity Provider Representatives.

IANUA agrees that:

- a. Subject to b. below, it will hold and treat in confidence all written information provided to it by, or acquired by it from, the Investment Opportunity Provider that is marked "Confidential" or that IANUA knows to be confidential including, without limitation, any financial information in respect of the structure, business or operations of the Investment Opportunity Provider (the "**Investment Opportunity Provider Confidential Information**");
- b. It will not disclose, in whole or in part, in any manner whatsoever, any Investment Opportunity Provider Confidential Information to any person who is not a director, officer, employee, representative, subsidiary, auditor, agent, consultant or advisor (including legal counsel) of IANUA save with the specific written consent of the Investment Opportunity Provider and only on a "need to know" basis;
- c. It will disclose Investment Opportunity Provider Confidential Information only to IANUA Members on a need-to-know basis for the purposes of the Transaction and subject to the written consent by the Investment Opportunity Provider. IANUA will ensure IANUA Members are under similar obligations of confidentiality under their Members' contractual obligations to IANUA.
- d. It will disclose Investment Opportunity Provider Confidential Information only to those of the IANUA Representatives on a "need to know" basis meaning such persons who are required or reasonably requested in the course of their duties to receive and consider same for the purposes of the Transaction or for internal legal, compliance or other legitimate reasons, and only if such IANUA Representatives are, prior to such disclosure, advised of the confidentiality obligations imposed by these Terms and Conditions; unless, in any case, IANUA has the prior consent of the Investment Opportunity Provider or IANUA is required to disclose any Investment Opportunity Provider Confidential Information to any competent judicial, governmental, supervisory or regulatory authority.

Notwithstanding the foregoing, "Investment Opportunity Provider Confidential Information" will not include:

- a. information which was lawfully already in IANUA's possession prior to its receipt from the Investment Opportunity Provider;
- b. information which is lawfully obtained by it from a third party who is not otherwise known by IANUA to be prohibited from transmitting the information to IANUA by any duty of confidentiality owed to the Investment Opportunity Provider;
- c. information which is independently developed by IANUA; and
- d. information which is or becomes generally available to the public other than as a result of a breach of these Terms and Conditions by IANUA or any of the IANUA Representatives.

Notwithstanding the foregoing, the Investment Opportunity Provider agrees that the inclusion of information provided by it or its agents, affiliates or advisors in any offering materials and the distribution of offering materials shall not constitute a breach of the foregoing provisions of these Terms and Conditions.

7. INDEMNITY

- 7.1. Investment Opportunity Provider agrees to indemnify and hold IANUA and its affiliates and associates and their respective directors, shareholders, officers, employees and affiliates (each the “Indemnitee”) harmless against all actions, claims, proceedings, demands, liabilities, losses, damages and costs (including, but not limited to, attorneys’ fees and costs on a full indemnity basis) that may be brought against the Indemnitee or which the Indemnitee may pay, sustain or incur as a direct or indirect result of :
- a. Investment Opportunity Provider’s failure to comply with these Terms, including, without limitation, its submission of content that violates third-party rights or applicable laws,
 - b. any content Investment Opportunity Provider submits to IANUA, or
 - c. any activity in which Investment Opportunity Provider engages on or through IANUA.
- 7.2. Notwithstanding the foregoing, if any third party makes a claim, or notifies an intention to make a claim, against IANUA which may reasonably be considered likely to give rise to a liability under this indemnity (the “Claim”), Investment Opportunity Provider shall:
- a. as soon as reasonably practicable, give written notice of the Claim to IANUA, specifying the nature of the Claim in reasonable detail;
 - b. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of IANUA (such consent not to be unreasonably conditioned, withheld or delayed), provided that Investment Opportunity Provider may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to IANUA, but without obtaining IANUA's consent) if Investment Opportunity Provider reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
 - c. give IANUA and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Investment Opportunity Provider, so as to enable IANUA and its professional advisers to examine them and to take copies (at IANUA's expense) for the purpose of assessing the Claim; and
 - d. subject to IANUA providing security to Investment Opportunity Provider to Investment Opportunity Provider's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as IANUA may reasonably request to avoid, dispute, compromise or defend the Claim.

This indemnity shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and representatives.

8. IANUA'S OTHER ACTIVITIES

Please note that IANUA, together with its affiliates and associated companies is a financial research, advisory and co-investment firm engaged in the alternative investment space businesses providing research, financial advisory, structuring, arranging in general and arranging the underwriting and co-investing specifically, with respect to the Investment Opportunities.

Each Investment Opportunity Provider hereby acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, IANUA may be prohibited from disclosing information to you (or such disclosure may be inappropriate), in particular information as to IANUA’s possible interests as described in this paragraph.

Each Investment Opportunity Provider hereby acknowledges and agrees that:

- a. IANUA and its affiliates and associated companies may at any time carry out research, financial advisory, structuring, arranging in general and arranging the underwriting and co-investing specifically, for any person that may have an interest in any of the Transaction's assets or otherwise be involved in the Transaction;
- b. in the ordinary course of its co-investment activities, a separate vehicle may at any time hold direct or indirect positions, and may trade or otherwise structure and effect Transactions, for its own account, in financial instruments of any person that may have an interest in any of the financial instruments in the Transaction or be involved in the Transaction, or in any related derivative instrument;
- c. IANUA directors, officers and employees may also at any time invest on a principal basis or manage funds that invest on a principal basis, in financial instruments of any person that may have an interest in any of the Transaction's assets or be involved in the Transaction, or in any currency or commodity that may be involved in the Transaction, or in any related derivative instrument(s);
- d. IANUA and its affiliates might be entitled to receive, pursuant to the definitive documentation for this Transaction a portion of the carried interest above a certain threshold.

It is further agreed that, to the fullest extent permitted by law, IANUA is not acting as a fiduciary of the Investment Opportunity Provider or any other person in respect of this engagement or the Transaction, nor shall this engagement and the Transaction give rise to any duties (including, without limitation, fiduciary, equitable, or contractual and including any duties of confidentiality) which would preclude or limit in any way the ability of the IANUA Group to provide similar services to other customers, or otherwise to act on behalf of other customers, in relation to matters not directly related to this engagement or the Investment Opportunity. The Investment Opportunity Provider hereby acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, IANUA may be prohibited from disclosing information to you (or such disclosure may be inappropriate), including information as to the IANUA's possible interests as described in this paragraph and information received pursuant to Investment Opportunity Provider relationships.

9. TERMINATION AND EXCLUSIVITY

Our services hereunder may be terminated in writing in accordance with the termination provisions in the Acceptance Letter.

Notwithstanding the termination of these Terms and Conditions, the confidentiality, limited liability, remuneration and governing law provisions will remain operative regardless of any such termination.

If the Investment Opportunity Provider terminates this engagement otherwise than (i) due to a material breach by IANUA; or (ii) of the insolvency of IANUA and, within a period of twelve (12) months following the date of termination, the Investment Opportunity Provider or any of its affiliates or its associated companies executes the Transaction or a transaction which achieves the same or substantially similar commercial effect (a "Subsequent Transaction"), the Investment Opportunity Provider agrees to pay IANUA the fees otherwise due to it as set out in these Terms & Conditions ; and the Investment Opportunity Provider agrees that it will not (and will procure that its affiliates and its associated companies will not), prior to termination of this engagement, directly or indirectly, seek, procure or appoint anyone other than IANUA to execute the Transaction.

For the avoidance of doubt, any delay or failure by IANUA to adhere to any timetable for the Transaction which results from any delays caused by any third party (including, but not limited to any external legal counsel or other professional advisers, trustee, corporate services provider to the Transaction and/or the Investment Opportunity Provider) shall not constitute a breach of this agreement.

10. INTELLECTUAL PROPERTY

The parties agree that IANUA owns all intellectual property in its documents, reports, databases, proprietary software, models, processes and other materials that IANUA provides or makes available to the Investment Opportunity Provider in connection with the Transaction (collectively the "IANUA IP").

The parties agree that the Investment Opportunity Provider (and/or its affiliates) owns all intellectual property in its documents, reports, databases, proprietary software, models, processes and other materials that the Investment Opportunity Provider (or any agent, master servicer, servicer or adviser of the Investment Opportunity Provider) provides or makes available to IANUA in connection with the Transaction (collectively the "Investment Opportunity Provider's IP").

11. RIGHTS OF THIRD PARTIES

A person who is not a party to these Terms & Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

12. GOVERNING LAW

This agreement and any non-contractual obligations arising out of or in relation to it shall be governed by, and construed in accordance with, the laws of England. Each of the parties hereby irrevocably agrees to submit to the exclusive jurisdiction of the English courts to settle any disputes arising out of or in connection with this agreement (including, without limitation disputes relating to any non-contractual obligations which may arise out of or in connection with this agreement) and that accordingly any such proceedings shall be brought in such courts.

If any provision of these Terms and Conditions is held to be invalid, void or for any reason unenforceable, such provisions shall be struck out and shall not affect the validity and enforceability of the remaining provisions. IANUA and the Investment Opportunity Provider must use their best efforts to resolve any dispute, controversy or claim arising out of or relating to these Terms and Conditions or breach, termination or invalidity in amicable negotiations. In case the dispute cannot be solved, each party hereby consents to the exclusive jurisdiction of the Courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.

13. GENERAL TERMS

The Investment Opportunity Provider acknowledges that IANUA will be acting pursuant to a contractual relationship on an arm's-length basis and in no event do the parties intend that IANUA act or be responsible

- a. as a fiduciary to it, its management, creditors or any other person
- b. under any other obligation to it, except the obligations expressly set forth in these Terms & Conditions. The Investment Opportunity Provider and IANUA each hereby expressly disclaim any fiduciary relationship.

Please note that IANUA has categorised the Investment Opportunity Provider as a professional client in accordance with the Financial Conduct Authority Rules and the Financial Conduct Authority's Conduct of Business Rules in relation to any business carried on between IANUA and the Investment Opportunity Provider. No provision of these Terms & Conditions shall apply so as to exclude any liability of IANUA which by the Financial Conduct Authority Handbook of Rules and Guidance or other applicable law or regulation cannot be excluded by agreement with the Investment Opportunity Provider.

None of IANUA nor the Investment Opportunity Provider shall assign, transfer or encumber all or part of their rights and liabilities under these Terms & Conditions.

No party to these Terms & Conditions shall have any recourse against nor shall any personal liability attach to any shareholder, officer, employee, agent or director of the Investment Opportunity Provider or IANUA in his capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant or agreement of the Investment Opportunity Provider or IANUA contained in these Terms & Conditions.

These Terms and Conditions contains the entire agreement between the parties and supersedes all prior understandings, whether written or oral. Each provision of these Terms and Conditions (other than the indemnity)

is severable and, if any other provision is or becomes invalid, unenforceable or contravenes any applicable regulations or law, the remaining provisions will not be affected by such invalidity, enforceability or contravention.

These Terms and Conditions may be signed by any number of counterparts (including by facsimile), all of which will be taken together and shall constitute one and the same instrument. Any party may enter into these Terms and Conditions by signing any such counterpart.

If the terms of our engagement as set forth in these Terms and Conditions are satisfactory, kindly sign the enclosed copy of these Terms and Conditions, together with the acceptance letter, and return them to us.

ANNEX DEFINITION OF AGGREGATE VALUE OF TRANSACTION

Securitisation or Loan Portfolios

"Aggregate Value" means the difference between (A) the proceeds of the sale of the securities as part of the Transaction (sold to any party which is not the Investment Opportunity Provider or an affiliate of the Investment Opportunity Provider) and (B) the amounts deposited into any general reserve fund and any liquidity reserve fund on the date of the issuance of the securities plus the upfront costs (premium) for entering into a rates hedging Transaction.

Corporate Finance Transaction

The "**Aggregate Value**" shall be the aggregate of the values of the consideration paid or offered per share for each class of share capital times the total number of shares of each class (calculated on a fully diluted basis) of the Company's share capital, including the consideration paid or offered under any proposals relating to any options over the Company's share capital (or, in the case of a sale of assets, the total consideration paid for such assets), plus the value of any debt and finance lease obligations, and the value of any share capital of any class, directly or indirectly assumed, retired, repurchased or deceased in connection with the Transaction.

The value of the consideration paid or offered shall also include the aggregate amount of any dividends or other distributions (in cash or otherwise) which are declared, at IANUA's reasonable discretion, after the effective date of its engagement or on or after the date of the announcement of the Transaction or otherwise in connection with the Transaction.

Where the consideration paid or offered consists in whole or in part of securities or other non-cash assets, the value of the consideration shall be the value attributed to such securities or other assets in the purchase agreement, offer document, or other document or announcement relating to the Transaction. Any amounts to be paid contingent upon future events and any deferred amounts shall be estimated for the purpose of the Transaction Fee calculation at an expected value mutually agreeable to you and to us at the time of closing, except that amounts held in escrow shall be deemed paid at closing.

Our compensation practise is based on providing whatever services are appropriate and required to accomplish the objective. A Transaction resulting in control of more than 50% of the issued share capital of the Company or resulting in shares carrying more than 50% of the Company's voting rights changing hands represents a completed Transaction.