



INVESTMENT PLATFORM RULES

These Investment Platform Rules are the terms and conditions of an agreement (**Agreement**) between:

1. Linqto, Inc. (referred to as **Linqto, we, us** or **our**); and
2. By the person who, or by a duly authorised director or other representative of that person, company or trust has ticked or otherwise marked the box on any of our website <http://www.linqto.com>, our mobile app and/or our platform (individually and collectively **Application**) in the manner therein prescribed and thereby evidenced that person's agreement to become a Member (**Member** or **you**).

Background:

- A. Linqto is a technology-enabled online investment platform allowing Accredited Investors to identify, evaluate, invest and trade securities in the world's leading Unicorns. Linqto makes it simple, inexpensive and quick to access global private securities markets.
- B. Linqto provides liquidity for private securities markets. Founders, VCs and employees can realize early returns and liquidity without waiting for an IPO or trade sale. Companies can stay private longer by providing liquidity on an on-going basis, not just at exit. Linqto's technology-enabled Investment Platform will democratize the private market for Accredited Investors the way Schwab and Fidelity made listed equities trading accessible to investors.

Agreement:

1. Pursuant to this Agreement, the Member has, inter alia, irrevocably instructed Linqto to carry out Introductions of Members to each other on the Site as contemplated under these Investment Platform Rules in consideration for the payment by the Member of the fees, expenses and any other monies as set out below and otherwise in accordance with both of Linqto's [Terms of Use](#) and [Privacy Policy](#) (both as published on the Application and as amended from time to time by Linqto in its absolute discretion).

Definitions:

2. The following terms are intended to have the following meanings for the purpose of this Agreement:
 - a. **Accredited Investor** means a person or a business entity with a special status under applicable financial regulation laws who is allowed to deal in securities that may not be registered with financial authorities and includes natural high net worth individuals, banks, financial institutions, large corporations, brokers and trusts and includes QIBs. The definition of an Accredited Investor and the consequences of being classified as such

vary between countries. In the USA, the term "Accredited Investor" is defined in Rule 501 of Regulation D of the U.S. Securities and Exchange Commission (**SEC**) as:

- i. a bank, insurance company, registered investment company, business development company or small business investment company;
 - ii. an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of US\$5M;
 - iii. a charitable organization, corporation, or partnership with assets exceeding US\$5M;
 - iv. a Director, executive officer, or general partner of the company selling the securities;
 - v. a business in which all the equity owners are Accredited Investors;
 - vi. a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds US\$1M at the time of the purchase, or has assets under management of US\$1M+ excluding the value of the individual's primary residence;
 - vii. a natural person with income exceeding US\$200,000 in each of the 2 most recent years or joint income with a spouse exceeding US\$300,000 for those years and a reasonable expectation of the same income level in the current year; or
 - viii. a trust with assets in excess of US\$5M not formed to acquire the securities offered, whose purchases a sophisticated person makes.
- b. **AML** means anti-money laundering law, regulation regimes in all applicable jurisdictions (as determined by Linqto in its absolute discretion);
 - c. **Application** means the app, website, mobile app, platform and all other electronic and other electronic and physical offering by Linqto as amended from time to time;
 - d. **Buyer** means a person who is a qualified Member with Linqto that desires or intends to acquire Securities on the Application and includes, without limitation, any Related Body Corporate, any Related Person any Related Entity or associate of any of the foregoing persons;
 - e. **Content** means related content, materials, information in the Application;
 - f. **CTF** means counter terrorism and financing law, regulation regimes in all applicable jurisdictions (as determined by Linqto in its absolute discretion);
 - g. **Director** means a director of a Member at any time and from time to time;
 - h. **Entity** means an Issuer;
 - i. **Escrow Holder** means a duly licenced financial services and/or trustee company that has agreed to hold funds between Buyer and Seller and to distribute those escrow monies as per separate agreement between such parties.
 - j. **Global Investor Status** means Linqto's on-chain immutable, portable, secure, on-chain identity to remove the time and friction to trade more easily. Every investor obtains a

unique “*Investor Passport*” using Linqto’s technology-enabled checks and attestations. Global Investor ID ensures compliance with:

- i. Anti-Money Laundering (**AML**);
 - ii. Know Your Customer (**KYC**);
 - iii. Counter-Terrorism Financing (**CTF**); and
 - iv. Accredited Investor Validation (multi-jurisdictional).
- k. **Indemnified Party** means any one of Linqto and each of its Related Bodies Corporate and Related Persons;
- l. **Intermediary Member** means a person/entity who is a Linqto Member (but not a Buyer Member or Seller Member) and who introduces to Linqto and the Application a Buyer Member or Seller Member to sell/acquire a Security and who is legally entitled to validly introduce such parties to Linqto in compliance with their relevant jurisdictional law and regulations;
- m. **Introduction** means any introduction of a Seller Member of a Security to a Buyer Member of that Security effected by Linqto that facilitates, enables, causes or results in, whether directly or indirectly, the sale of or other dealing in that Security, including for the sake of clarity, the sale in or other dealing with a Security between the Seller Member and the Buyer Member;
- n. **Introduction Fee** has the meaning given to that term in clause 10 below;
- o. **Issuer** means the company, fund or other entity that issues a Security;
- p. **Investing Entity** means the nominated investing vehicle of a Member being one or more of person, company or fund;
- q. **Investor Status** means compliance with the statutory requirement to collect and verify information on all users of Global Investor ID in order to comply with legislation and regulations regarding AML, CTF, KYC plus ensure that only QIB or Accredited Investors are permitted to access and to trade on our Application.
- r. **KYC** means know-your-client law, regulation regimes in all applicable jurisdictions (as determined by Linqto in its absolute discretion);
- s. **Linqto** means Linqto, Inc. incorporated in Delaware and any Related Body **Corporate** or Related Person of that company;
- t. **Linqto Account** means the Member account with Linqto enabling use of the Application;
- u. **Member** means an individual or joint Buyer, Seller or Intermediary who or that has completed an agreement or agreements with Linqto and by doing so, qualified or entitled that person to access to and use of the Application and other introduction services provided by Linqto from time to time, and who or that may be referred to in this Agreement as a Buyer Member, Seller Member or Intermediary Member, respectively, and the term Membership will have a corresponding meaning;

- v. **Party** means any party to this Agreement and any of their successors or permitted assigns;
- w. **Person** means and includes an individual, body corporate or any other entity that is legally capable to sue or be sued;
- x. **Purchase Consideration** means the flow of funds from Buyer to Seller in respect of the sale of Securities.
- y. **QIB** means parties that the SEC Rule 501 of regulation D including savings and loans associations (which must have a net worth of US\$25M), banks, investment and insurance companies, employee benefit plans, Accredited Investors and entities owned by Accredited Investors trust funds, pension plans, a company that manages a minimum investment of US\$100M in securities on a discretionary basis or is a registered broker-dealer with at least a US\$10M investment in non-affiliated securities.
- z. **Related Body Corporate** means an entity that controls a company including its Directors, their spouses or an entity that acts in concert with the company on the understanding that the related party will receive a financial benefit if the company gives the entity a financial benefit.
- aa. **Related Entity** means an entity that controls a company including its Directors, their spouses or an entity that acts in concert with the company on the understanding that the related party will receive a financial benefit if the company gives the entity a financial benefit;
- bb. **Related Person means** any one of a Relevant Party's directors, officers, employees, servants, agents, consultants or advisors;
- cc. **Sale** means the transfer of Security from Seller Member to Buyer Member;
- dd. **Sale Period** means the agreed date of completion of a Sale and if not specified then expiry of thirty (30) days after the Buyer Member's confirmation of terms of purchase being agreed;
- ee. **SEC** means U.S. Securities and Exchange Commission;
- ff. **Security or Securities** means any financial instrument offered for sale on the Application, including, without limitation, investments, shares, any type of company stock (e.g. common stock, preferred stock and the like), units in trusts, limited and general partner interests, interests in syndicates and assets whether issued, or investments and securities to be issued being listed on the Application or otherwise promoted for sale or dealing with;
- gg. **Security Breach** means when a Member's security details have been compromised or if a Member become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) in relation to a Linqto Account;
- hh. **Seller** means a person who has completed an agreement or agreements with Linqto that in doing so, qualified that person as a Seller Member of Linqto, and includes any Related

Body Corporate, any Related Person, or any Related Entity or associate of any of the foregoing persons, who is an owner (sole or joint), a trustee, a beneficiary, an administrator or an executor (as applicable) of an Security as listed by any of the foregoing on the Application;

- ii. **Services** mean the activities provided by Linqto as set out in this Agreement;
- jj. **Termination Date** means the date on which this Agreement is terminated in accordance with these terms and conditions.
- kk. **Transfer Documents** means the documents specified to transfer title to the Sale Securities.
- ll. **US Person** has the meaning given to that term in the United States Securities Act of 1933, as amended;
- mm. **U.S. Securities Act** means United States Securities Act of 1933, as amended;

Accredited Investor

- 3. The Member unconditionally agrees and acknowledges and irrevocably represents, warrants and undertakes or acknowledge to, Linqto and in each case for the benefit of Linqto that:
 - a. The Application and Linqto' Introduction services are made available to the Member on the basis and in reliance upon the representations by the Member that he/she/it is an Accredited Investor;
 - b. The Member is an Accredited Investor and has provided or will provide all documentation that Linqto requires in order to establish to its satisfaction that the Member fully qualifies as an Accredited Investor;
 - c. Without limitation to the provisions of paragraph (b) Immediately above, the Member will provide to Linqto the duly completed Global Investor Status and all other documentation and evidence reasonably requested by Linqto to satisfy any obligation of Linqto in any manner, in relation to any of the KYC, AML, CTF law, regulations and legislative regimes;
 - d. The Member has complied and will continue to comply with the requirements of the Terms and Conditions in relation to the Application and any transaction involving a Security;
 - e. The Member has the power and authority to enter into and perform all its obligations and duties as set out in this Agreement and that the performance by the Member of its obligations will not breach any applicable law or regulations;
 - f. The Application is made available to the Member personally and the Member may only pass on details of a Security to another person (other than Related Bodies Corporate and/or Related Persons of the Buyer) only with Linqto' prior written consent;

- g. The Member has made or will make its own enquiries and assessment of a Security and does not rely on any statement or publication made by Linqto in relation to a Security or otherwise;
- h. Linqto makes any recommendation to the Member as to whether the Member should participate in any transaction in respect of a Security, nor do either make any representation or warranty to the Member concerning the merits of an Security generally, including but not limited to the value of any Security or the risks of participating in a transaction with a Member;
- i. The Member has not relied nor will rely upon:
 - i. Any recommendation from a Member or Linqto in deciding whether or not to sell/purchase or otherwise deal in a Security; and
 - ii. Any information provided to the Member by or on behalf Linqto;
- j. Before selling/acquiring a Security, the Member will consider, with the assistance of independent financial, legal and other advisers, whether the potential sale/acquisition is appropriate for the Member in light of the particular investment needs, objectives and financial circumstances of the Member;
- k. The Member is a person to whom an invitation or offer to acquire the Security is permitted by the laws of the jurisdiction in which the Member is ordinarily resident or from where the Member accessed the Application and the Member is a person to whom the Security can lawfully be offered and purchased by or otherwise dealt with under all applicable laws or regulations of that jurisdiction, without the need for any registration or lodgement;
- l. Except for any liability which cannot by law be excluded, Linqto does not accept any responsibility in relation to the Security if the Member proceeds to sell/acquire a Security the Member is making an investment decision based solely on its own investigations of the Security and the Member (including in relation to title to and/or ownership of the Security) and in doing so, makes no reliance in any manner on Linqto.

Account Setup:

- 4. To use the Application, you will need to register for a Linqto Account by providing a series of information including your name, email address and a password and accepting the terms of this Agreement.
- 5. By using a Linqto Account, you agree and represent that you will use the Application only for yourself, and not on behalf of any third party, unless you have obtained prior written approval from Linqto. You are fully responsible for all activity that occurs under your Linqto Account. We may, in our sole discretion, refuse to open a Linqto Account for you, or limit the number of Linqto Accounts that you may hold or suspend or terminate any Linqto Account or the trading of specific Securities in your account.
- 6. If permitted by Linqto from time to time, you may grant express permission to a third party to access or connect to your Linqto Account(s), either through the third party's product or

service or through the Application, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Linqto Account(s) and any action of such third party shall be considered to be an action authorised by you. Further, you acknowledge and agree that you will not hold Linqto responsible for, and will indemnify Linqto from, any liability arising out of or related to any act or omission of any third party with access to your Linqto Account(s). You may change or remove permissions granted by you to third parties with respect to your Linqto Account(s) at any time through the tabs on the 'Settings' page on the Application.

7. You agree to provide us with the information we request for the purposes of identity verification and the detection of AML, KYC, CTF, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to start using the Application and to access specific the Application including certain transfers of Securities and your use of the Application may be altered as a result of information collected on an ongoing basis.
8. The information we request may include certain personal information including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details. In providing us with this or any other information that may be required, you confirm that the information is accurate and correct and you agree to keep us updated if any of the information you provide changes. We will treat this information in accordance with our Privacy Policy.
9. In order to access Linqto Services you will be required to create or will be given security details, including a username and password. You are responsible for keeping the electronic device through which you access Linqto Services safe and maintaining adequate security and control of any and all security details that you use to access the Linqto Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of such electronic device and ensuring that such electronic device is both encrypted and password protected.
10. Any loss or compromise of your electronic device or your security details may result in unauthorised access to your Linqto Account by third-parties. You must keep your security details safe at all times. For example, you should not write them down or otherwise make them visible to others.
11. You should never allow remote access or share your computer screen with someone else when you are logged on to your Linqto Account. Linqto will never under any circumstances ask you for your IDs, passwords, or 2-factor authentication codes or to screen share or otherwise seek to access your computer or account. You should not provide your details to any third party for the purposes of remotely accessing your amount unless specifically authorised. Always log into your Linqto Account through the Application to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

12. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Linqto and/or failure to follow the requirements set out in this Agreement or follow or act on any notices or alerts that we may send to you.
13. In order to access Linqto Services you are required to provide an email address and create a password. Linqto offers second factor authentication via a user's mobile device (Short Message Service or a supported Time-based One Time Password application). A verified phone number is required to enable second factor authentication via SMS. Users are responsible for keeping electronic devices through which Linqto Services is accessed safe and maintaining adequate security and control of any and all security details that are used to access the Linqto Services. This includes taking all reasonable steps to avoid the loss, theft or misuse of said electronic devices and ensuring that said electronic devices are password protected. Any loss or compromise of personal electronic devices or security details may result in unauthorised access of a user's Linqto Account by third-parties.
14. If you suspect that your Linqto Account or any of your security details have been compromised or if you become aware of a Security Breach affecting you and / or Linqto you must:
 - a. Notify Linqto Support as soon as possible at support@linqto.com;
 - b. Continue to provide accurate and up to date information throughout the duration of the Security Breach; and
 - c. you must take any steps that we reasonably require to reduce, manage or report any Security Breach.
15. Failure to provide prompt notification of any Security Breach may be taken into account in our determination of the appropriate resolution of the matter.
16. Linqto is not liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us.

Representations and Warranties

17. The obligation of Linqto to perform all or any of the obligations pursuant to this Agreement is and will remain conditional upon the Member warranting, representing and undertaking to Linqto that the Member, to the extent relevant and applicable:
 - a. Has complete and sufficient authority and power to enter into, execute, deliver and perform its obligations under the Agreement;
 - b. By performing any of the acts or proposed acts of the Member required to be performed pursuant to the provisions of this Agreement, or any other acts that are performed, will not breach or infringe any law or regulation including without limitation, of any SEC or US Securities Act or regulations, in relation to the conduct of the business activities of the Member or Linqto;

- c. Will fully comply with all relevant legislation in relation to the conduct of the affairs of the Member and Linqto in the course of performing any and each of its obligations and liabilities under the terms and conditions of this Agreement;
- d. Has and will have established procedures in order to ensure the continued compliance with the requirements of all applicable USA and overseas laws and regulations and will maintain and operate those procedures in accordance with their requirements;
- e. Has not and will not engage in conduct that is misleading or deceptive or is likely to mislead or deceive in relation to any Security or otherwise;
- f. Will keep Linqto fully informed at all times and in a timely and complete manner, as to the progress and/or completion of the sale/purchase of any Security and/or any and all current and future dealings with any Member concerning any Security, for a period of at least 2 years from the date of the first introduction by Linqto of any other Member and their Related Bodies Corporate and Related Persons to the Member;
- g. Unconditionally agrees and acknowledges that:
 - i. Linqto and the Member will be and remain entitled to make any decisions and take any actions of under or in respect of a Security including, but not limited to, any amendment of the price or otherwise any terms of sale;
 - ii. These Investment Trading Rules constitute the entire agreement between the Member and Linqto to the exclusion of all prior warranties, representations, understandings and agreements between the Member and Linqto;
- h. Agrees to be legally bound by this Agreement, the Terms of Use and Privacy Policy that govern the Member's access to and use of the Application and the relationship as between the Member and Linqto;
- i. Will, in performing its obligations and duties under this Agreement comply with, and ensure that all of its respective personnel also comply with, and must not do or omit to do (and must ensure that all of its personnel do not do or omit to do) anything which could cause Linqto to breach any provisions or any relevant privacy law or regulation in respect of all personal information that the Member or Linqto collects, uses discloses and otherwise handles in the course of or in connection with this Agreement or the promotion for sale, actual sale or purchase, of any Security;
- j. In relation to a Security the Member unconditionally agrees and acknowledges that:
 - i. Linqto is an introduction service (through means that include listings, publications and advertisements on the Application);
 - ii. In relation to any listing of an Security on the Application it requires that a Member is be an Accredited Investor, so if the counterparty Member introduced by Linqto to a Member is not yet established as an Accredited Member then the Member undertakes that he/she/it will not complete any sale or other dealing in the Security with such Member, including without limitation the entry into of

any formal documentation in relation to a transaction of the Security until that Member is established with Linqto as an Accredited Investor;

- iii. The Member will sign all documents, do all acts and provide all necessary documentation to Linqto and/or the counterparty Member to ensure that the Member becomes established as an Accredited Investor either (or both) prior to the Member dealing in the Security and/or immediately upon receiving a direction of or request from Linqto to do so;
- iv. Its consideration of the Security offered by a Member and the entry into any subsequent negotiations and transactions with a Member has been undertaken in accordance with and reflects this Agreement;

18. Linqto has entered into this Agreement in reliance on the representations, warranties, acknowledgements and undertakings given by the Member in this Agreement that the Member will when required to do so by Linqto:

- a. Keep Linqto informed, in a timely and complete manner, of any and all material changes to the Member's position as an Accredited Investor;
- b. Not refer to Linqto in any publication, advertisement or document (whether in written, verbal, electronic or any other form) to be distributed to third parties without Linqto's prior written consent;
- c. In relation to any Security listed or that is proposed to be displayed on the Application the Member agrees and acknowledges that:
 - i. The description, proposed sale price (if any) and proposed terms and conditions (if any) of any proposed sale of that Security have been determined by the Seller Member and may be varied and/or amended from time to time without notice and in the Seller Member's total discretion;
 - ii. Linqto at all times has the right to amend and/or adjust, at Linqto's absolute discretion, any and all disclosures and descriptions in relation to any Security in order to ensure or seek to ensure Linqto's, the Seller Member's and/or any other person's compliance with any law, including the SEC, US Securities Act and the any other law or regulations or direction of a regulatory body, and further including without limitation the right to remove names, logos and/or trademarks, to filter, amend, redact, and/or summarise any details or descriptions;
 - iii. The sale price and other terms and conditions of the sale of a Security will be finalised between the Members in due course; and
 - iv. The offer and/or sale of the Security will not be made pursuant to a prospectus or disclosure document that is or is required to be compliant with the provisions of the US Securities Act and the any other relevant law.

19. By entering into this Agreement and becoming a Member the Member irrevocably warrants to, acknowledges and agrees with Linqto that:

- a. All information disclosed to the Member on the Application or otherwise by Linqto, including without limitation the identity of potential Buyers and/or Sellers of a Security is strictly confidential and must be kept confidential by the Member;
- b. Linqto has not provided, will not and is not required to provide, the Buyer with any financial product advice, personal advice or any recommendation;
- c. Linqto does not make a market and will not operate a market or marketplace (as defined and described in any relevant law or regulation) in relation to any Security;
- d. You are taken to have represented and warranted for the benefit of Linqto each of the various representations and warranties set out in this Agreement;
- e. You have obtained such independent legal, financial and tax advice as you deem appropriate before interacting and dealing on the Application;
- f. You have the power and authority to transact on the Application and to be bound by and perform this agreement;
- g. A holding of Securities may be illiquid and not be easily disposed of and that there is no guarantee that the value of Securities will go up or provide any return to their holder;
- h. You are a person to whom an offer of Securities could be made without the need for a disclosure document under the provisions of any legislation or regulations;
- i. You understand that you must do my own due diligence, read the investment documents including obtaining additional information, opinions, financial projections, legal or other investment advice and that investing in securities in private companies is speculative and involves a high degree of risk. You are prepared to withstand a total loss of our investment.
- j. You understand that your purchase of Securities may not be successful or that the quality bid may be less than the quantity you finally transact.
- k. You understand that you may not be acquiring a direct interest in the underlying securities of a Company but rather you may be purchasing a different interest as evidenced in the transaction documentation.
- l. You represent that you have used the Application without active solicitation from Linqto.
- m. Linqto reserves the right to reject any bid or offer on the Application in its absolute discretion.
- n. You warrant that any trade request on the Application is subject to these Investment Platform Rules, the Privacy Policy and Terms of Use and is an indicative offer/bid until it has been confirmed to you by Linqto.

- o. Subject to the other provisions of these Investment Platform Rules, it is the responsibility of a Member to negotiate all terms, including price, of any sale and purchase of Securities.
 - p. Linqto has no more than administrative roles under the terms of these Investment Platform Rules to help facilitate the transaction rather than as a representative or advisor for Members.
 - q. Linqto is not a party to the sale/purchase of the Security (nor does Linqto make any recommendation or representation) in relation thereto;
 - r. Where the Member uses a lawyer or other advisor in relation to this transaction the Member will immediately let Linqto know the relevant details;
20. Notwithstanding anything contained herein to the contrary and without limiting any other remedies available to Linqto and without the need for any prior notice to the Member (written or otherwise), Linqto may at any time and for any reason (in its absolute discretion) limit, suspend or terminate any one or more or all of:
- a. Access to the Application and the persons/entities' Membership account(s);
 - b. The Services of Linqto;
 - c. the Membership of any person or entity;
 - d. The listing of a Security on the Application; and
 - e. Any service of seeking and providing Introductions for a Security;
 - f. Prohibit access to or use of any Linqto Services;
 - g. Delay or remove hosted content from the Application;
 - h. Take all technical, practical and legal steps to exclude the Member and/or any Security from access to or the use of the Application;
 - i. In appropriate circumstances and at its absolute discretion, suspend or terminate Membership account(s) of any Member including but not limited to Members who may be repeat infringers of intellectual property rights of Linqto or any third party; and
 - j. Cancel any Membership for any reason including but not limited to being inactive for a prescribed period of time or to modify or discontinue any Linqto services.

Trading

21. Notwithstanding anything contained herein to the contrary the Member:

- a. When placing an order or request on the Application each Member irrevocably warrants to Linqto that:
- i. You understand that you must do your own due diligence, read the investment documents including obtaining additional information, opinions, financial projections, legal or other investment advice and that investing in Securities in private companies is speculative and involves a high degree of risk. You are prepared to withstand a total loss of my investment.
 - ii. You understand that your purchase of Securities may not be successful or that the quality bid may be less than the quantity you finally transact.
 - iii. You understand that you may not be acquiring a direct interest in the underlying Securities of an Issuer but rather you may be purchasing a different interest as evidenced in the transaction documentation.
 - iv. Linqto reserves the right to reject any bid or offer on the platform in its absolute discretion.
 - v. You warrant that your trade request is subject to the provisions of this Agreement, the Linqto Privacy and Terms of Use and is an indicative offer/bid until it has been confirmed to you by Linqto.
- b. Acknowledges and accepts that:
- i. The Buyer Member will complete the purchase of the Security upon becoming committed on terms agreed to with an applicable Seller Member in the chronological order in which the Buyer Member becomes committed in respect of multiple purchase of security from various Sellers as and when agreed to by an applicable Seller Member;
 - ii. The Seller Member will complete the sale of the Security upon becoming committed on terms agreed to with an applicable Buyer Member in the chronological order in which the Seller Member becomes committed in respect of multiple purchase of security from various Sellers as and when agreed to by an applicable Buyer Member;
 - iii. When the sale/purchase of a Security involves Escrow Services including those offered by Linqto the Buyer Member will pay the total amount of the Purchase Consideration in immediately available cleared funds by depositing in accordance with the invitation that will be sent to the Buyer Member by Linqto or the Escrow Holder;
 - iv. The Buyer Member authorises and irrevocably directs the Escrow Holder of the proceeds of sale to make payment of funds out of its escrow account in relation to the Buyer's purchase of the Security and to release and pay to:
 - A. Linqto all monies properly due to Linqto upon the sale of the Security; and
 - B. Pay into the Seller's bank account the balance of the proceeds of sale held in the escrow account.

- c. Accepts that the Buyer Member will not have any basis or cause for claim or complaint if, for any reason whatsoever, completion of the acquisition of all or any Security by the Buyer does not occur prior to the expiry of the anticipated sale period;
- d. Authorises and irrevocably agrees to pay to the Seller Member, or as the Seller Member may direct, all of the Purchase Consideration otherwise payable to the Seller Member in respect of the Sale Securities in an Entity, upon the delivery to the Buyer Member or a nominee of the Buyer Member, of:
 - i. the standard transfer form in respect of all of the Sale Security that are being sold by the Seller Member, duly executed by the Seller Member, and
 - ii. either:
 - A. Written confirmation of Seller' ownership/shareholding by Entity's Secretary; and/or
 - B. The original title certificate(s) in respect of all of the Sale Securities being sold by the Seller Member; or
 - C. If any of those title certificates are lost or destroyed or the Seller Member claims that to be the case, a statutory declaration, undertaking or indemnity, given by the Vendor for the benefit of the Buyer Member and otherwise to that effect.
- e. Acknowledges and directs the Seller Member that if:
 - i. Completion of the sale of any or all the Sale Securities has not occurred on or before the Sale Period;
 - ii. The Buyer Member has not notified the Seller Member in writing that it has agreed to an extension of the duration of the Sale Period and the material details of that agreement; and
 - iii. The Seller Member will if directed to return to the Buyer Member, all monies deposited by the Buyer Member as consideration for the unsold Sale Securities without interest.
- f. Further authorises and directs the Seller Member, unless expressly directed otherwise and in writing by or on behalf of the Buyer Member prior to the receipt by the Seller Member of:
 - i. the Purchase Consideration from the Buyer Member; and
 - ii. the Transfer Documents.
- g. Shall deliver, after receipt by the Seller of the Purchase Consideration and all Transfer Documents, to the Entity secretary or such other person or organisation who or that controls and maintains the members' register for the entity, all Transfer Documents for the purpose of seeking that company secretary, person or organisation to:

- i. register the transfer of the ownership and title of all Sale Securities from the Seller Member and into the name of the Buyer Member; and
 - ii. issue new and/or varied certificates to the Buyer Member and the Seller Member as is required, as a consequence of affecting that registration.
- h. When the Member enters into any formal documentation for a transaction, it thereby creates a legally binding contract between itself and the applicable other Member, and all Members must ensure that it complies with its obligations to that other Members under the terms and conditions of that documentation;
- i. If any Member breaches any obligation to another Member, then the Member and not Linqto, is and will be responsible for enforcing any rights that the Member may have against that other Member as a result of that breach.
- j. The Member alone, and not Linqto, is responsible for ensuring that its sale/purchases or any other activities that it conducts including on the Application are lawful;
- k. The Member must ensure that it complies with all applicable laws and regulations in each and every relevant jurisdiction;
- k. The Member must ensure that it strictly complies with all the provisions of this Agreement and the policies which form part of this Agreement;
- l. Linqto does not and will not take ownership of any Security at any time and does not deal with or transfer legal or beneficial ownership of any Security or funds from a Seller Member to a Buyer Member or vice versa;
- m. Linqto does not guarantee continuous or secure access to the Linqto services or the Application which may be interfered with or prohibited by numerous factors, including those outside the control of Linqto.
- n. The Investment Platform Rules are not, and do not establish, a financial market nor a securities exchange and Linqto is not carrying on a financial services business.
- o. It is the responsibility of Linqto, in conjunction with the Members to help facilitate the terms, including volume and price of any sale and purchase of Securities however Linqto provides no advice and accepts no liability or responsibility for any decision by each Member.
- p. Neither Linqto nor any of their directors, officers, employees or contractors accept any responsibility for any sale or purchase of Securities.
- q. These Investment Platform Rules or Application is not a facility through which offers can be made or accepted automatically. Linqto has no more than an oversight role under the terms of these Investment Platform Rules.

- r. Linqto cannot and does not provide advice to any person regarding the acquisition, sale or holding of Securities or any other financial products.
 - s. By taking the administrative actions under these Investment Platform Rules or registering any transfer of Securities Linqto is not dealing or arranging for another person to deal in Securities. If any person is uncertain regarding the acquisition, sale or holding of Securities, Linqto recommends that the person seek their own professional legal and financial advice.
 - t. Linqto cannot negotiate on behalf of any person wishing to buy or sell Securities.
 - u. Subject to privacy considerations, Linqto may (but is not obliged to) indicate the prices and volumes at which Securities have been sold in the past. However, that information does not constitute advice or a recommendation as to whether Securities should be sold or purchased or the price at which Securities should or may be sold or purchased.
 - v. Since all sale and purchase transactions in accordance with these Investment Platform Rules are entered into between Sellers and Buyers without the advice or intervention of the Linqto, the Company and Linqto expressly state that any indication as to the price at which Shares may have been sold in the past may not be a complete or accurate indication of the actual price or the full consideration received in connection with any sale of Shares or the value of Shares.
 - w. Offers or invitations to offer to buy or sell Securities cannot be made by means of these Investment Platform Rules as if they were a security on a stock exchange.
 - x. All people, including Members, who take advantage of the process set out in these Investment Platform Rules or the Application and/or who seek from Linqto an indication of prices paid for Securities in the past do so at their own risk and they release and indemnify Linqto against any claim, damage, loss or cost whatever in connection with any/all those matters.
 - y. Linqto is not conducting a financial services business and neither are providing advice or dealing in, or arranging for another to deal in, financial products. It is the responsibility of all Members to ensure their compliance with all relevant laws and regulations.
 - z. Linqto has and does not made any recommendation as to whether Members should participate in trading on the Application.
 - aa. Nothing in these terms and conditions constitutes financial product advice. The Application has been established without taking into account any person's objectives, financial situation or needs.
 - bb. All Members should seek professional advice from their broker-dealer, attorney, accountant or other independent professional advisor before deciding to buy or sell shares using the Application.
22. In addition to the above:

- a. Direct payments between a Buyer Member and a Seller Member can be disclosed on the Application.
 - b. To carry out a Security Transaction using direct payment you must follow the relevant instructions on the Application.
 - c. Where a purchase of Security is initiated from your Linqto Account using your credentials, we will assume that you authorised such transaction, unless you notify us otherwise.
 - d. If you believe that a transaction using your Account has been carried out that you did not authorise (an **Unauthorised Transaction**), or if you have reason to believe that a transaction using your Account has been incorrectly carried out or is not complete (an **Incorrect Transaction**), you must contact us as soon as possible, and in any case no later than 13 months after the Unauthorised Transaction or Incorrect Transaction occurred.
 - e. It is important that you regularly check your Account and your transaction history to ensure any Unauthorised Transactions or Incorrect Transactions are identified and notified to us at the earliest possible opportunity.
 - f. We are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions unless you have notified us.
 - g. We are not responsible for any claim for Unauthorised Transactions or Incorrect Transactions if you have acted fraudulently, intentionally or with gross negligence and this has resulted in the Unauthorised Transactions or Incorrect Transactions.
 - h. During any investigation of any actual or potential Unauthorised Transactions or Incorrect Transactions, we reserve the right to suspend your Linqto Account to avoid further losses.
 - i. Irrespective of our liability, on your request, we shall try to trace any Incorrect Transaction initiated by you free of charge. However, we cannot guarantee that we will be able to trace such transactions.
23. Linqto does not and will not:
- a. Sell on the Application a Security that it owns;
 - b. Other than as disclosed in the Application,
 - i. Have an interest in any Security; or
 - ii. Have an interest in any Intermediary Member that may buy or have as a Client any person that buys any Security.
 - c. In any of the abovementioned circumstances, Linqto will be entitled to earn and be paid an Introduction Fee or any other fee or expense, as agreed between Linqto and the Member or other person selling a Security, arising from the sale/purchase of any Security.

Information

24. Any information about the Security provided by a Member to a counterparty Member must not be reproduced or transmitted to or discussed with any other person (other than the Member's Related Persons on a need to know basis) at any time whatsoever without the prior written consent of the Member. This clause does not apply to any information which:
 - a. Is generally available to the public (other than as a result of wrongful disclosure); or
 - b. Is required to be disclosed by any law, listing rules of any exchange and/or any regulatory authority (but only to the extent so required).
25. Linqto makes no representations or warranties in this Agreement in relation to any Security, its suitability or otherwise to the Buyer and does not assume any obligations or incur any liabilities under this Agreement in respect of any Security.
26. Linqto is:
 - a. Entitled to rely on and assume that all information provided to it by or on behalf of the Member or that is produced by or on behalf of the Member, is correct, complete and current;
 - b. Under no obligation to verify independently any information or data as provided from any Member to or otherwise obtained by Linqto; and
 - c. Under no obligation to determine whether there has been, or to investigate, any change in any such information occurring after the date that it was provided to or obtained by Linqto.
27. The Member must immediately notify Linqto if and when the Member becomes aware:
 - a. That any financial or other information provided to the Member by another Member, or by the Member to Linqto, or that was provided on behalf of the Member (whether written or verbal) is not complete or accurate; and
 - b. Of any and all material changes to any information provided to the Member by or on behalf of another Member.

Fees

28. The Member hereby acknowledges and accepts that Linqto is entitled to earn an Introduction Fee (in amounts or percentages as notified to them by Linqto from time to time) as payable by the Member or any other expense or fee, as agreed between Linqto and the Member or any other person dealing in a Security.
29. The fees payable by a Member will be deducted from the funds otherwise due to a Member who transacts through the Application.

30. The Member unconditionally agrees and acknowledges with Linqto that Linqto shall be paid by the Member an Introduction Fee in respect of the sale, purchase of, or other dealing in, a Security, and the dollar amount of that fee will have been determined and will be payable to Linqto in accordance with the provisions of these Investment Platform Rules.
31. The Introduction Fee will become due and payable to Linqto immediately upon the Member, any shareholder or shareholders of the Member, any entity controlled by a shareholder of the Member which owns and/or operates the Security, or by any person who or that is associated with or controls the Member, completing any transaction(s) with another Member in relation to an Security irrespective of whether or not:
 - a. The terms and conditions of any such transaction and/or the parties to any such transaction include, without limitation:
 - i. Multiple tranches for payment of the Security transaction value in connection with the sale of a Security and any or all of which tranches are paid over a period or periods of time;
 - ii. Any and all forms of transaction including any agreement, understanding, arrangement, sale/purchase, lease, hire purchase, option and the like, whether in written, verbal or electronic form, or any combination of any of the foregoing; and
 - iii. Any party(ies) introduced to the Member by the Application;
 - b. Any act or omission of a Member taken or arising in connection with any such entering into or executing any transaction(s) in relation to a Security is valid, enforceable, duly authorised or with legal effect; and
 - c. The Member performs all or any of its obligations and liabilities under the terms and conditions of that transaction or any documentation arising in connection with that transaction;
32. Linqto:
 - a. May pay to a Member any part of the Introduction Fee received by Linqto in respect of the sale/purchase of a Security; but
 - b. No part of that Introduction Fee will be paid to a Member who was also an Intermediary Member in respect of the sale of that Security.
33. The Member irrevocably warrants and agrees with Linqto that it will:
 - a. Do all acts and sign all documents requested by Linqto to ensure, assist and protect Linqto to receive payment in full of the Introduction Fee and any and all other expenses and fees to which Linqto is properly entitled, including but not limited to promptly and fully:
 - i. Informing Linqto of all terms and conditions relating to the sale/purchase of a Security;

- ii. Providing Linqto with complete and accurate copies of all transaction documentation immediately upon entering into such sale/purchase and/or executing any such documentation relating to the Security; and
 - iii. Informing Linqto of the occurrence of any closing, completion and/or settlement of that sale/purchase.
 - b. Irrevocably direct and authorise, on terms and conditions satisfactory to Linqto, any party that receives or holds the proceeds of sale of any Security for or on behalf of the Member to pay to Linqto the Introduction Fee and any and all other expenses and fees to which Linqto is entitled, in full and in immediately available funds, in priority to any other payment or disbursement of such proceeds of sale; and
 - c. Not do any act or permit or concur with any action or omission that in any circumstances may be deemed by Linqto to be an attempt to circumvent or that does actually circumvent Linqto receiving payment in full of the Introduction Fee and any and all other expenses and fees to which Linqto is entitled, in a timely manner.
34. In the event of default by the Member under clause 12 the Member shall immediately pay to Linqto the relevant Introduction Fee(s) (plus the applicable government taxes) and any and all other expenses and fees to which Linqto is entitled, unpaid to Linqto without the necessity of Linqto seeking recourse from the relevant Member or Intermediary Member.

Prerequisites

35. Without limitation to any other of these Standard Terms and Conditions of this Agreement, the Member hereby undertakes to Linqto that it will:
- a. Fully participate in the Application (contemplated under this Agreement);
 - b. Use its best endeavours to ensure that the other Members are fully informed in relation to a Security; and
 - c. Undertake its own due diligence inquiries regarding title, ownership, legal, accounting, regulatory, taxation and any other general, specialist or technical matters on any and all transactions regarding a Security with the assistance of the Member's advisers, Directors and senior management. to participate in and assist with full due diligence inquiries.

Using the Application and Services of Linqto

36. Whilst using the Application and services of Linqto, the Member irrevocably agrees it will not:
- a. Post false, inaccurate, misleading, defamatory or offensive content (including personal information) on the Application or content that infringes the rights of third parties, including content that infringes on intellectual property rights such as copyright or trademark;

- b. Breach or infringe any laws, third party rights and/or any policies of Linqto;
- c. Vary or amend in any manner any listing or promotion of Security whether on the Application or otherwise, without prior consultation with and consent of Linqto;
- d. Circumvent or manipulate any aspect of the determination or payment of the Introduction Fee or any other fees or expenses payable to Linqto under the provisions of this Agreement or as otherwise agreed;
- e. Transfer, interfere, vary or interfere with any Member's account and user identification details to another party without the prior written consent of Linqto;
- f. Distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes of any nature on the Application;
- g. Distribute viruses or any other technologies that may harm the Application or the interests or property of Linqto, its Members and users;
- h. Copy, modify or distribute rights or content of Linqto's copyrights and trademarks; or
- i. Otherwise collect information about Linqto, Members and/or users including names, investing entities, email addresses and the like without their prior written consent.

Content on the Application

- 37. When the Member provides Linqto with any content in relation to a Security or the sale/purchase of a Security, the Member will thereby unconditionally:
 - a. Grant Linqto, and thereby represent to Linqto that it has the right to grant to Linqto, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to exercise any and all copyright, trademark, publicity, design, database rights and intellectual property rights that the Buyer may have in the content in any medium known now or in the future; and
 - b. Waive all moral rights that it has or may acquire in that content to the fullest extent permitted by law.
- 38. The Member unconditionally agrees and acknowledges to, and undertakes for the benefit of Linqto that:
 - a. No Security will be listed on the Application nor Introduction sought in respect of the Member of a Security without the prior written consent of Linqto, such consent to be given or withheld at the absolute discretion of Linqto;
 - b. Linqto has not:
 - i. Represented, warranted or otherwise stated that there has been or will be any or sufficient interest of a Member in selling/buying or otherwise dealing in any Security;

- ii. Advised or suggested what are or should be acceptable terms or conditions for the sale or other dealing in a Security;
 - iii. Advised or represented that the Application may not also have other Security listed for sale or dealing that are the same as or similar to the Security to which an Introduction to a Member; and
 - iv. Offered, and does not offer, any of its Introduction services to the Member under any actual or implied exclusivity or non-competition arrangement or understanding; and
39. Linqto may distribute communications and notifications to the Member (electronically or otherwise) and the Member undertakes not to re-distribute or promote such communications and notifications without the prior written consent of Linqto.
40. We grant you a limited, non-exclusive, non-transferable licence, subject to the terms of this Agreement, to access and use the Application and Content solely for approved purposes as permitted by us from time to time. Any other use of the Application or Content is expressly prohibited and all other right, title, and interest in the Application or Content is exclusively the property of Linqto and its licensors. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

The Application

41. The Member hereby agrees and acknowledges that:
- a. The Application are not a financial market nor a securities exchange;
 - b. There are and always will remain, risks when using the Application;
 - c. Linqto is not responsible for any other Member's or users' Content, actions or omissions;
 - d. Linqto is not an auctioneer nor the maker of a marketplace and the Application is merely a venue (which may change from time to time) for providing Introduction services including to allow Seller Members to list Security on the Application and Buyer Members to view Security at any time on the Application, and from any location;
 - e. Linqto is not a party to or otherwise involved in any actual transaction between a Buyer Member and a Seller Member;
 - f. Linqto has no control over and does not guarantee or provide any representation or warranty in regard to:
 - i. The existence, financial performance, suitability, quality, safety or legality of any Security listed on the Application;
 - ii. The truth or accuracy of content relating to any Security displayed on the Application;

- iii. The ability of any Buyer to enter into or pay for any proposed transaction; or
 - iv. Whether or not a Buyer Member or Seller Member will actually complete a transaction;
- g. All information available through the Application in relation to a Security is provided by or on behalf of the Seller Member of the Security and Linqto has not undertaken an independent review or verification of any of that information. The information available through the Application is not intended to be the only information on which a Buyer Member may make its investment decision. Detailed additional information may be needed by the Buyer Member in its absolute discretion.

Breach

42. Without limiting other remedies available to Linqto at law, in equity or under this Agreement, Linqto may, without notice to the Member and at the sole and absolute discretion of Linqto, issue a Member with a warning, restrict a Member's activities through the Application (including but not limited to listing and viewing any Security), temporarily or indefinitely suspend or terminate the Member's Membership with Linqto and/or refuse to provide any or all of the services of Linqto to the Member, if Linqto:
- a. Believes in its absolute, unfettered discretion that either:
 - i. The Member has breached or failed to perform any of its obligations or duties under the provisions of this Agreement or any Linqto' policies; or
 - ii. It is reasonably likely that any such breach or failure will occur;
 - b. Is unable to verify or authenticate any information that the Member provides to Linqto; or
 - c. Believes in its absolute, unfettered discretion that any action or proposed action by or on behalf of a Member has caused or may cause loss or damage to or otherwise unlawfully harm Linqto, the Member, any other Member or user of the Application or any Related Body Corporate or Related Person of any of the foregoing.
43. For security, confidentiality and privacy reasons, Linqto is not obliged to provide the Member or any other Member with the details, outcome or consequences of any investigation that Linqto may conduct or conducts or any action which Linqto has taken or may take, in relation to the Member.

Termination

44. Subject to the other provisions contained in this Agreement, the term of this Agreement:
- a. Is for a minimum period that:
 - i. Commences on and includes the date upon which the Member first enters into this Agreement; and

- ii. Ends on and includes the second (2nd) anniversary of the date on which the Member first enters into this Agreement; and
 - b. Will continue in full force and effect until the Termination Date.
45. On any date after the Termination Date, this Agreement may be terminated by either Party, in accordance with the terms and conditions of this Agreement notifying the other of the termination of this Agreement.
46. At any time during the term of this Agreement:
- a. The Member will be entitled to terminate this Agreement by giving written notice to that effect to Linqto, upon the occurrence of a material default by Linqto under this Agreement. However, if such default is capable of remedy, the Member will not be entitled or permitted to terminate the Agreement until Linqto:
 - i. Has received written notice from the Member of all material particulars of such default; and
 - ii. Has failed to remedy that default within the period of thirty (30) business days after the date of receipt of such written notice; and
 - b. Linqto is entitled to terminate this Agreement by giving written notice to that effect to the Member.
47. Any Termination effected by a Party will only take effect upon receipt by the other Party of written notice to that effect. The Parties agree that the provisions of this Agreement relating to the obligations to determine and pay the Introduction Fee, and to reimburse legal, out-of-pocket and all other expenses (if any), indemnification of Linqto and all other Indemnified Parties, increases in amounts payable on account of government taxes and any payments under this Agreement will remain operative notwithstanding the occurrence of any termination or purported or attempted termination.

Intellectual Property Rights

48. Linqto retains all copyright and all other intellectual property rights in everything it develops or proposes (or is involved in developing or proposing) including, without limitation, its Application, methodologies, systems and know-how. Linqto retains all copyright and other intellectual property rights in all information and other deliverables provided to the Member. However, the Member will have full right to use all materials provided by Linqto within its own organisation on a '*need to know*' basis. If the Member wishes to use the materials outside its own organisation, it must first obtain Linqto's written consent. The Member consents to Linqto disclosing the Member's logos and other similar intellectual property where and when Linqto elects for the purposes of assisting in the sale/purchase of a Security or otherwise in accordance with any act or omission of Linqto permitted to be taken under the provisions of this Agreement. Linqto acknowledges that such use of the Member's intellectual property will not amount to any assignment or transfer of ownership to Linqto of any such logos and other similar intellectual property.

Indemnity

49. The Member hereby represents and warrants to Linqto that it has and will retain full responsibility and accepts full liability for any use of any matter or thing in relation to a Security, a Marketing Document or any information or document that accompanies a Marketing Document.
50. The Member irrevocably indemnifies each Indemnified Party and must keep each Indemnified Party wholly indemnified against any and all liability, damages, claims and losses directly or indirectly arising from, and all costs, charges and expenses arising in connection with:
 - a. A Security or any matter or activity referred to or contemplated by this Agreement;
 - b. The issue and use of Member's Content;
 - c. The making of and use of any statement in Member's Content that is or becomes misleading or deceptive;
 - d. Any conduct by a person (other than Linqto) in connection with the issue and use of a Member's Content that is misleading or deceptive or likely to mislead or deceive;
 - e. Any conduct by a Member in relation to a Security that is in contravention of any applicable, relevant law, regulation or legal regime;
 - f. Any breach or failure by the Member to observe any of the terms and conditions of this Agreement, the Privacy Policy or Application Terms of Use, including, but not limited to, the representations and warranties provided therein;
 - g. Any liability of Linqto, or any claim that Linqto has incurred or will incur, any liability under any law, regulation or legal in relation to a Security or the disclosure or promotion of the sale/purchase of a Security; or
 - h. Any review or investigation undertaken by any legal or regulatory authority as a result of an alleged or actual failure to comply with the conditions and requirements any law, regulation or legal regime in relation to a Security or the disclosure or promotion of the sale/purchase of a Security.
51. Any approval or consent given by Linqto does not waive or prejudice the right of an Indemnified Party to the indemnity as stated in these Standard Terms and Conditions and such rights survive the expiry or Termination of this Agreement. The Buyer agrees that Linqto holds the benefit of this indemnity on trust for itself and all other Indemnified Parties.
52. Linqto disclaims any and all responsibility, whether to the Member or any third party, for any and all claims arising out of information disclosed, disseminated or published by Linqto that is based upon, either in whole or in part, any information provided to Linqto by or on behalf of the Member which is or becomes misleading, inaccurate or incomplete.
53. If for any reason any or all of the above indemnities are unavailable at law, regulation or legal regime or are otherwise unavailable or insufficient to hold Linqto or any other Indemnified Party harmless against any losses which Linqto or that other Indemnified Party

is stated to be indemnified for, the respective proportional contribution of the Member and the Indemnified Party in relation to the relevant loss will be as agreed between them, or failing agreement within ten (10) days after the date of the first attempt to achieve that agreement, as determined by a court of competent jurisdiction having regard to the respective extent and nature of participation or involvement of the Member and the Indemnified Party in connection with the act complained of. Notwithstanding the foregoing, the Member acknowledges and agrees that in no event will the Indemnified Party be required to contribute to any losses which in aggregate exceed the Introduction Fee actually paid to and received by Linqto in immediately available funds from the Seller Member under the relevant Investment Platform Rules in respect of the relevant Security in connection with which the relevant indemnity obligation has arisen.

Conduct of Proceedings

54. Where any legal or other proceedings arise and the Member confirms that an Indemnified Party is indemnified pursuant to these Standard Terms and Conditions, then the Member is and will remain entitled to defend or institute legal or other proceedings at the Member's cost, in the name of that Indemnified Party and those proceedings will be conducted under the management and control of the Member (with reasonable consultation with Linqto and any other relevant Indemnified Party), provided that:
- a. Neither the Member nor Linqto has the power to settle, compromise, consent to early judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification has or may be sought under these Standard Terms and Conditions without the prior written consent of the other; and
 - b. Such settlement, compromise, consent or termination shall include a release of each applicable Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim.

Limitation of Liability

55. Linqto may assist the Member in the manner set out in this Agreement. However, Linqto accepts no liability or responsibility in the event that a transaction (subsequent to an Introduction) involving a Security does not proceed or the Security or Purchase Consideration is not received.
56. The Member acknowledges that Introduction services and any other form of assistance as may be provided to it by Linqto as detailed in this Agreement will be provided by Linqto Limited alone and any recourse of the Member or any third party is to Linqto rather than to any Related Body Corporate or Related Person of Linqto. Linqto will not be liable for any failure or delay in performing or providing any assistance detailed in this Agreement if that failure or delay arises from anything beyond its control including without limitation the untimely performance by a Member of any of their respective obligations or duties.
57. If a Member has a dispute with one or more of the Members, that Member hereby irrevocably and unconditionally releases and discharges Linqto from and against any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any such dispute.

58. Unless contained herein to the contrary, Linqto is not liable to the Member or to any other person for any direct, indirect, incidental, special or consequential loss or damage, loss of money, loss of profits or anticipated profits, loss of goodwill, economic loss, loss of business opportunity, loss of revenue, loss of data or loss of reputation (whether based in contract, tort (including negligence), statute or otherwise) including any damage that results or arises, directly or indirectly, from any wrongful or negligent act or omission of Linqto or out of a Member's use of or inability to use the Application or any services of Linqto.
59. Any representation, warranty, condition, term, guarantee, indemnity or undertaking contained in this Agreement that would be implied in or affected by legislation, common law, tort, equity, or by course of performance, dealing, trade, custom or usage is excluded to the maximum extent permitted by law.
60. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Member by any law, regulation or legal regime if applicable that cannot be excluded, restricted or modified by agreement.
61. To the fullest extent permitted by law, the liability of Linqto for a breach of this Agreement is limited to:
 - a. The supplying of the Services again; or
 - b. The payment of the cost of having those services supplied again.
62. Unless contained herein to the contrary, and any rights of the Member under any law, regulation or legal regime, the maximum aggregate liability of Linqto and an Indemnified Party for all proven losses, damages and claims arising out of or in connection with this Agreement or the provision of a supply under this Agreement, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of US\$100.00.
63. Despite any other provision of this Agreement, clauses 32 to 39 (inclusive) survive the expiry or Termination of this Agreement.

Securities

64. Notwithstanding anything contained herein to the contrary above, the Member hereby acknowledges, represents, warrants and agrees (as relevant) for the benefit of Linqto that, in respect of any Security:

United States of America

- a. The Securities have not been and will not be registered under the US Securities Act or the securities laws of any of the states of the United States and the Seller Member has not been and will not be registered under the United States Investment Seller Act of 1940, as amended.
- b. Direct or indirect acquisition or ownership of such Securities by any US Person without compliance with applicable United States securities laws or in contravention of the relevant provisions of the constituent documents of the Seller Member is prohibited.

- c. The Member understands that any offer and sale of Securities has not been and will not be registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction in the United States.
- d. Neither the Member nor any of the affiliates of the Member nor any person acting on the Member's or their behalf has engaged or will engage in any "*directed selling efforts*" within the meaning of Rule 902 under the U.S. Securities Act or any general solicitation or general advertising in the United States within the meaning of Rule 502(c) under the U.S. Securities Act, in each case with respect to the Securities.
- e. The Member is not engaged in the business of distributing securities or, if it is so engaged, the Member agrees that it will not offer or sell in the United States or to U.S. Persons:
- f. any Securities that the Member has or will acquire at any time; or
- g. any Security that the Buyer Member acquires from or in the Seller Member until 40 days after the date on which the transaction settles, except in both cases in a transaction registered under the U.S. Securities Act or that is exempt from the registration requirements of the U.S. Securities Act.

Australia

- a. The Application and the offer of Securities has not been registered as a memorandum (as defined in the Corporations Law (Australia) (**Corporations Act**) with Australian Investments and Securities Commission (**ASIC**).
- b. The Member acknowledges that a Security may be offered, or be made the subject of an invitation for subscription or purchase or be contained in any other offering material and that the Buyer is any one or more of (as defined in the Corporations Act):
 - i. An institutional investor;
 - ii. A Wholesale or Sophisticated Investor (you must have gross personal income over the last 2 years of AUD\$250,000+ or net assets of AUD\$2.5M+;
 - iii. An Experienced Investor you must have completed the prescribed Experienced Investor Assessment and Acknowledgment Form; or
 - iv. A Professional Investor you must hold an ASIC issued Australian Financial Services Licence (**AFSL**) or have or control net assets of AUD \$10M+.

United Kingdom

- a. Any offer of Shares is made by the Member only to potential investors who are qualified investors in the United Kingdom for the purposes of the Financial Services and Markets Act 2000 (**FSMA**) and the FSA Prospectus Rules. In addition, any offer of Shares by the Member in the United Kingdom is made only to persons in circumstances where it will not constitute the communication of an invitation or inducement to engage in

investment activity for the purposes of section 21 of the FSMA as a result of the exemptions contained in the FSMA (Financial Promotion) Order 2005 (**UK Exempted Person**).

- b. The Member is a person who is any one or more of:
- i. A person who has professional experience relating to investments who fall within Article 19(1) of the FSMA (Financial Promotion) Order 2005 (**Order**);
 - ii. A high net worth entity and other person by whom any Shares may otherwise lawfully be acquired or otherwise lawfully be distributed or issued to, and who falls within Articles 48 and 49 of the Order; or
 - iii. A sophisticated investor who falls within Articles 50 or 50A of the Order.

Hong Kong

- a. The Member acknowledges, represents, warrants and/or agrees (as relevant):
- i. That it is a person deemed to be a "professional investor" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that ordinance; or
 - ii. In circumstances where the Buyer does not meet the criteria in paragraph (a)(i) immediately above, then the Buyer will not participate in any transaction involving an Security requiring a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or constituting an offer to the public within the meaning of that Ordinance.
- b. The contents of the Application and any Publication have not been reviewed by any regulatory authority in Hong Kong.

Singapore

- c. The Application and any Publication has not been registered as a memorandum (as defined in the Securities and Futures Act (**SFA**) with the Monetary Authority of Singapore.
- d. The Member acknowledges that a Security may be offered, or be made the subject of an invitation for subscription or purchase or be contained in any other offering material and that the Buyer is any one or more of:
- v. An institutional investor (as defined in the SFA);
 - vi. An accredited investor (as defined in the SFA); or
 - vii. A person pursuant to an offer that is made on terms that the Shares are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other Security or that an offer is otherwise made to

you pursuant to, and in accordance with the conditions of, any other applicable exemption of the SFA.

Broker-Dealer Licence

65. The Member acknowledges and accepts that all US Securities referred to on the Application will only be offered through broker-dealer SF Sentry Securities, Inc., member FINRA/SIPC. All transactions in non-U.S. jurisdictions are facilitated through a duly licenced subsidiary of Linqto Inc., namely Linqto Asia Capital Pty Limited (Australia) the provider of financial services under Australian Financial Services Licence No 334838.

Confidentiality

66. Any information about the Security or any Member must not be reproduced or transmitted to or discussed with any other person (other than the Member's Related Persons on a '*need to know*' basis) at any time whatsoever without the prior written consent of the Member or Linqto. This clause does not apply to any information which:
- a. Is generally available to the public (other than as a result of wrongful disclosure); or
 - b. Is required to be disclosed by any law, regulation or legal regime or regulatory authority (but only to the extent so required).
67. Without limitation to the above provision, the Member hereby consents and acknowledges that Linqto may share non confidential information or matters relating to the Member with any of the Related Persons and Related Bodies Corporate of Linqto as well as with other Members and their respective Related Persons and Related Bodies Corporate or any of their respective professional advisers, all of whom may, in turn, likewise share that non-confidential information relating to the Member with Linqto.

Amendments to this Agreement

68. Each Member is and will remain responsible to check the Application from time to time to inform itself about any modifications or amendments of clauses to this Agreement.
69. Where any modification or amendment to this Agreement is considered by Linqto (in its absolute discretion) to be necessary or prudent and sufficiently material, Linqto will, as soon as practicable, notify the Member who is a party to this Agreement, and any other Member that Linqto believes should be so notified, of such modification or amendment by giving to each such person no less than 5 days written notice (**Notice Period**) during which Notice Period the current version of this Agreement will remain in full force and effect. If the Member who is a party to this Agreement does not deliver in writing to Linqto an objection to the relevant modification or amendment within the Notice Period then it will be deemed to have:
- a. Irrevocably accepted, and be bound by, the relevant modification or amendment as notified by Linqto; and
 - b. Confirmed that all other terms and conditions of this Agreement remain in full force and effect.

Authorised Representatives of the Member

70. A Member being a body corporate may appoint only one of its Directors or full-time employees as an authorised representative of the Member (**Authorised Representative**) to exercise and fulfil the Member's rights and obligations under this Agreement.
71. To appoint an Authorised Representative, a Member must complete the Authorisation Form as published on the Application, and as amended from time to time, and submit same once duly signed and otherwise completed, to Linqto for its approval (which can be withheld or be given subject to conditions).
72. It is the Member's sole responsibility to ensure any Authorised Representative complies with all obligations and duties of the Member under the terms and conditions of this Agreement and all relevant laws. The Member irrevocably indemnifies Linqto in this regard.

Severance and Other Provisions

73. Any provision of the Agreement is only ineffective if and to the extent that it is void or unenforceable and will not invalidate any remaining provision of this Agreement and this Agreement will remain in full force and effect other than only to the extent that the offending provisions(s) will be deemed to be deleted.
74. In the event of any inconsistency with the provisions of this Agreement, the Terms and Conditions or Use and the Privacy Policy then the provisions of this Agreement shall prevail.
75. Each indemnity in this Agreement survives the termination of any Member's Membership or expiry or Termination of this Agreement.
76. A term or condition of, or act done in connection with, this Agreement does not operate as a merger or termination of any of the undertakings, warranties and indemnities in this Agreement or the rights or remedies of the parties under this Agreement which continue unchanged.
77. Nothing in this Agreement may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary or a fiduciary relationship.
78. Without limitation to the above, the Member by entering into this Agreement agrees and acknowledges that:
 - a. Linqto has been appointed by the Member under these Investment Platform Rules, as the agent of the Member in connection with any Introduction and transaction that the Member may enter into with another Member; and
 - b. The sole terms and conditions of the abovementioned appointment of Linqto as its agent will be as set out in this Agreement.
79. This Agreement is personal to you and you cannot transfer or assign your rights, licenses, interests and/or obligations to anyone else. We may transfer or assign our rights licenses, interests and / or our obligations at any time, including as part of a merger, acquisition or

other corporate reorganisation involving Linqto, provided that this transfer or assignment does not materially impact the quality of the Linqto Services you receive. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

80. We may not always strictly enforce our rights under this Agreement. If we do choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.
81. This Agreement and any information or notifications that you or we are to provide should be in English. Any translation of this Agreement or other documents is provided for your convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the English language version of this Agreement or other documents shall prevail.
82. In the event that Linqto is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you and our relationship with you (including this Agreement) as part of such merger, acquisition, sale, or other change of control.
83. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, the clauses relating to suspension or termination, Linqto Account cancellation, debts owed to Linqto, general use of the Application, disputes with Linqto, and general provisions will continue to be binding and operate after the termination or expiration of this Agreement.

Jurisdiction

84. This Agreement and any disputes arising from it will be covered by the laws applying in the State of California, USA. The Parties agree to the exclusive jurisdiction of the courts of the State of California.

Last Updated: 9 October 2019