

The following **Terms of Service** (collectively with our Privacy, the “ToS”) govern your use of <https://orbitt.capital/> (the “Site”) and the products, features, contents, applications and services provided by Orbitt Limited. (together with the Site, the “Platform”). You should regularly review the ToS, as they are subject to change.

## 1. General Terms and Conditions.

All use of the Platform is subject to the ToS. By accessing and using the Platform, you acknowledge, accept, and agree to the ToS and all other terms, conditions, procedures and policies that may be published from time to time on the Site by us, each of which is incorporated by reference. The ToS represents a binding contract between you and Orbitt Limited (Company number 10136940), its subsidiaries, affiliates, assignees and its and their officers, directors, employees and agents (“Orbitt”, “we”, “us” or “our”), and are in addition to any other agreements between you and Orbitt, including any other agreements that govern your use of products, features, contents, applications and services available on the Platform. If you are accessing the Platform on behalf of another entity or individual, you represent and warrant that you have the authority to agree to the ToS on such entity’s or individual’s behalf. If you do not agree with anything contained in the ToS, please do not submit information to, access information from, or otherwise utilize the Platform. Orbitt reserves the right to change the ToS at any time without notice to you.

Use of the Platform following the posting of any changes to the ToS shall be deemed to be acceptance thereof by you. In the ToS, we may refer to a customer/reader/entity as “you”. You agree to keep business information and trade secrets of Orbitt, including, but not limited to the terms and pricing set forth herein, and any user account information confidential until such information becomes known to the public generally without your fault and except to the extent that disclosure may be required by law, regulation or legal process.

## 2. Eligibility.

You represent and warrant that you are at least 13 years of age. If you are under age 13, you may not, under any circumstances or for any reason, use the Platform. We may, in our sole discretion, refuse to offer the Platform to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that the ToS are in compliance with all laws, rules and regulations applicable to you and the right to access the Platform is revoked where the ToS or use of the Platform is prohibited or to the extent offering, sale or provision of the Platform conflicts with any applicable law, rule or regulation. Further, the Platform is offered only for your use, and not for the use or benefit of any third party.

## 3. Registration.

When signing up for the Platform and creating an account on the Platform (an “Account”), you must provide accurate and complete information and keep your Account information updated. You shall not: (a) select or use as a username a name of another person with the intent to impersonate that person; (b) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (c) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person’s user account or registration information for the Platform without permission. You must notify us immediately of any change in your eligibility to use the Platform (including any changes to or

revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

#### **4. Privacy.**

Your privacy is very important to us. Orbitt's Privacy Policy explains how we treat your personal information and protect your privacy when you are using our Platform. By using our Platform, you agree that Orbitt may use your information as set forth in the Privacy Policy. We designed our Privacy Policy to make important disclosures about how you can use Orbitt to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

#### **5. Use of the Platform; Limitations; Acceptable Use.**

- The Platform is designed for private market deal professionals to connect with each other for the purposes of general networking, business development, seeking and managing investment or acquisition opportunities, and identifying investors and providers of capital. Members of the Platform use a variety of tools to implement the aforementioned processes, including data room and document hosting tools, communication and messaging tools, and a variety of reports and analytics. Orbitt is not involved in the actual transaction between buyers and sellers, and does not render investment or legal advice in connection therewith. None of the information submitted on the Platform constitutes a solicitation, offer, opinion, or recommendation by Orbitt to buy or sell any shares or securities or other financial instruments or to provide legal, tax, accounting, or investment advice or services regarding the suitability or profitability of any security of any kind, investment or transaction. Orbitt has not made any recommendations regarding the merit of any company identified on the Platform, made any recommendation regarding the purchase or sale of any shares or security, or endorsed or sponsored any company identified on the Platform. For that reason all users of the Platform agree to be responsible for their own due diligence and the legal and regulatory compliance of any transaction they enter into, and Orbitt makes no representation or assurance about such compliance. As a user of the Platform, you are required to provide true and accurate information about their businesses, and to update and maintain such information, but Orbitt cannot and does not confirm the accuracy of information provided.
  
- If Orbitt permits you to input information into the Platform, you may not (and may not permit any third party to) input any information or content that:
  - you know is false, misleading, untruthful or inaccurate;
  - is promotional in nature, including solicitations for funds or businesses, without the prior written authorization of Orbitt;
  - constitutes junk mail, spam, chain letters, pyramid schemes or the like;
  - is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, deceptive, fraudulent, invasive of another's privacy, offensive, profane, hateful or is racially, ethnically or otherwise objectionable as determined by us in our sole discretion, or otherwise violates the legal rights of others;
  - you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under

nondisclosure agreements);

- infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary rights of any party or violates any law or contractual duty;
- impersonates any person or entity, including any of our employees or representatives; or
- contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, gain access to or limit the functionality of any computer software or hardware, or telecommunications equipment.

• You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Platform (or other accounts, computer systems or networks connected to the Services); (iv) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the website; (v) harvest or scrape any Content from the Platform; or (vi) otherwise take any action in violation of our guidelines and policies.

• You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Platform, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

• We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the ToS, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

• Orbitt reserves the right to edit, restrict or remove any content you provide for any reason or no reason at any time. The information and materials made available through the Platform may contain typographical errors or inaccuracies. In addition, Orbitt does not control the information provided by other users that is made available through the Platform.

• Orbitt reserves the right to refuse service, terminate relationships, and/or cancel orders in its discretion.

## **6. Intellectual Property; Copyright.**

• Content. The contents of the Platform and any products or services provided or sold by Orbitt, including the Platform's look and feel, text, graphics, logos, button icons, images, audio and video clips (if any) and software, as well as the compilation of businesses, advisors, investors and lenders listed on the Platform ("Content"), are the property of Orbitt or its content suppliers, and are subject to the copyright or other intellectual property rights of

Orbitt and to the terms of licenses held by Orbitt. Such intellectual property is protected by federal and state law.

- **Use License.** Subject to the ToS, we grant each user of the Platform a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of accessing and using the Platform. Any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the Content and software on this Platform, or of any products or services sold by Orbitt, is strictly prohibited. You may copy information from the Platform only as strictly necessary for your own use of the Platform. Otherwise, no portion of the Platform may be reproduced, duplicated, copied, sold, resold, licensed, rented or otherwise exploited for any commercial purpose that is not expressly permitted by Orbitt. The commercial use or public dissemination of any information and data gathered from Orbitt is strictly prohibited, unless specifically authorized in writing. Any violation of the foregoing may subject you to compensatory and punitive damages, and shall specifically also entitle Orbitt to equitable relief, in addition to any other available remedies.

- **User Content.** All Content added, created, uploaded, submitted, distributed, or posted to the Platform by users (collectively, "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent and warrant that all User Content provided by you is accurate, complete, up-to-date, in compliance with all applicable laws, rules and regulations and you have all rights to provide the User Content and grant the licenses set forth in Section 6(d), to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

- **License Grant.** By submitting any User Content to us, you grant Orbitt a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, sub-licensable and transferable right to use, reproduce, modify, adapt, aggregate, publish, create derivative works of, display, perform, distribute and otherwise fully exploit such User Content, in any form or medium known or later developed (including, without limitation, third party websites and feeds), in furtherance of our (and our successors' and assigns') businesses, the terms of the ToS and the actions and transactions contemplated hereby, including after the termination of your Account or the Platform. You also hereby do and shall grant each user of the website and/or the Platform a non-exclusive, perpetual license to access your User Content through the website and/or the Platform, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after the termination of your Account or the Platform. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You agree that you will abide by and maintain all and will not and will not allow others to delete or alter, information, restrictions, author attributes or copyright notices contained in any Content accessed through the Platform. Nothing on the Platform or elsewhere should be construed to grant any license or right to use, implied or otherwise, any mark displayed on the Platform without the written permission of Orbitt or the third party owner of the mark.

- **Availability of Content.** We do not guarantee that any Content will be made available on

the Site or through the Services. Orbitt reserves the right, in its sole discretion, to (i) remove, edit or modify any Content, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities that such Content infringes or appears to infringe on intellectual property rights owned by others or if we are concerned that you may have violated the ToS), for no reason at all and (ii) to remove or block any Content from the Platform.

- Copyright Infringement. If you believe that any material contained in the Platform infringes your intellectual property, you should notify Orbitt of the alleged infringement in accordance with the following procedure: Send any notification of claimed copyright infringement to legal@orbitt.capital. To be effective, the notification must be in writing and include the following information: physical or electronic signature of the owner or authorized agent of the owner of the allegedly infringed work; identification of the allegedly infringed work; identification of the material that is claimed to be infringing and reasonably sufficient information for Orbitt to locate the material; contact information of the notifying party, such as address, telephone number and email; a statement that the notifying party has a good faith belief that the use of the material in the manner complained of is not authorized by the owner of the allegedly infringed work, its agent or the law; and a statement, under penalty of perjury that the information in the notification is accurate and the notifying party is the owner or authorized agent of the allegedly infringed work.

## **7. Email Notification.**

Orbitt uses email to communicate with users. You hereby authorize and agree that Orbitt may communicate with you via email and you consent to receiving and giving any notice required under the ToS or any other agreement with Orbitt via email. Orbitt will use reasonable efforts to honour any request you may have to opt out from receiving emails, but under no circumstance will Orbitt have any liability for sending any email to you or to any of its customers. Electronic notices should be sent to legal@orbitt.net.

## **8. Hyperlink Policy.**

The Platform may contain links to third party websites and other websites may contain links to the Platform. Any such link is provided only as a convenience. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Orbitt of any information contained in any third-party website. In no event shall Orbitt be responsible or liable for the information contained on that third-party website, your use of or inability to use such website and any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such information, products or services available on or through any such website. You should also be aware that the terms and conditions of such website and the website's privacy policy may be different from those applicable to your use of the Orbitt Platform.

## **9. Third Party Content.**

Certain portions of the Platform, including, without limitation, information on certain private companies, may contain unedited or third party content. All postings, messages, text, images, links to third-party websites or other materials published or otherwise made available through this section (the "Third Party Content") are the sole responsibility of the person(s) who originated such Third Party Content and Orbitt may not monitor, does not control and does not investigate or validate such Third Party Content; provided that Orbitt reserves the right at all times (but will

not have an obligation) to remove any Third Party Content. By using this Third Party Content, you agree to not rely on the Third Party Content and understand that you may be exposed to Third Party Content that is, without limitation, inaccurate, inappropriate, misleading, unlawful, offensive or otherwise objectionable, and that Orbitt makes no representations or warranties regarding the Third Party Content and is not responsible or liable in any manner for the Third Party Content or the conduct, whether online or offline, of any user. The Third Party Content does not constitute legal or financial advice and must not be used in the place of legal counsel or financial due diligence. You should independently evaluate and verify all Third Party Content.

## **10. Payments and Billing.**

- **Paid Services.** Certain services on the Platform may be subject to payments now or in the future (the "Paid Services"). Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of the ToS.
- **Billing.** We may use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account on the Platform (your "Billing Account") for use of the Paid Services. The processing of payments will be subject to any terms, conditions and privacy policies of such a Payment Processor in addition to the ToS. We are not responsible for error by a Payment Processor. By choosing to use Paid Services, you agree to pay us, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, to charge or have the Payment Processor charge, your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.
- **Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through a Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

## **11. Termination.**

We may terminate your access to all or any part of the Platform at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Platform. All provisions of the ToS which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **12. No Warranty; Limitation of Liability.**

- Any material downloaded, accessed or otherwise obtained through the Platform is obtained at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results therefrom. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ORBITT AND ALL OF ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY (I) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE

AS TO THE PLATFORM, INCLUDING THE CONTENT, INFORMATION, DATA, SOFTWARE, OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, (II) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND (III) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS TO OR USE OF THE PLATFORM. **ORBITT PROVIDES THE PLATFORM AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN “AS IS” BASIS AND YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK.** ORBITT MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND AS TO THE SECURITY, ADEQUACY, COMPLETENESS, SUFFICIENCY, TIMELINESS OR ACCURACY OF ANY CONTENT OR MATERIAL AVAILABLE IN OR THROUGH THE PLATFORM, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

• YOU HEREBY AGREE THAT ANY MONETARY CLAIMS OF ANY KIND ASSESSED AGAINST ORBITT OR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS ARISING OUT OF OR RELATING TO THE USE OF THE PLATFORM SHALL NOT EXCEED (IN AGGREGATE) OF THE GREATER OF (I) THE TOTAL AMOUNT YOU (OR ANY OTHER USER) PAID TO ORBITT FOR THE PLATFORM DURING THE PREVIOUS TWELVE (12) MONTHS OR (II) £200. IN NO EVENT SHALL ORBITT OR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS BE LIABLE TO YOU, OR TO ANY THIRD PARTY, FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, COMPENSATORY OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), EVEN IF ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. ORBITT CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE PLATFORM.

### **13. Indemnity.**

You agree to indemnify and hold harmless Orbitt, our affiliates and each of our and their respective officers, directors, agents, and employees, from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your (or any third party using your Account or identity in the Platform) use or misuse of the Platform, breach of the ToS or the materials it incorporates by reference, or violation of any law, regulation, order or other legal mandate or the rights of a third party. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.

### **14. Choice of Law.**

You will resolve any claim, cause of action or dispute (together a “claim”) you have with Orbitt arising out of or relating to the Platform or the ToS exclusively in London where you agree that the courts of England and Wales shall have exclusive jurisdiction. The laws of England and Wales will govern the ToS, as well as any claim that may arise between you and Orbitt, without regard to conflict of law principles. In any dispute arising under the ToS, the prevailing party will be entitled to reasonable attorneys' fees and expenses.

- You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of Platform or the ToS must be filed within one (1) year after such claim of action arose or be forever banned.
- This section will survive the termination of your relationship with us.

### **15. Marketing of Names.**

When you announce closed transactions via your website or press release or other broad disclosure methods, Orbitt may disseminate its own release to its constituents indicating the use of the Platform in association with said transaction. Orbitt may add your entity's name to Orbitt's Member roster, which is professionally presented from time to time on its website and in marketing materials.

### **16. Miscellaneous.**

The ToS sets forth the entire understanding and agreement between the parties with respect to the subject matter herein (excluding the terms and conditions of any client agreement you may have entered into separately with Orbitt). We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. You may not assign the ToS, or assign, transfer or sublicense your rights, if any, in the Platform. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. A failure to act with respect to a breach by you or others does not waive Orbitt's right to act with respect to subsequent or similar breaches. In the event that any provision or any portion of any provision of the ToS shall be held to be void or unenforceable, the remaining provisions of the ToS (and the balance of any provisions held void or unenforceable in part only) shall continue in full force and effect. If you do not agree with any part of these terms and conditions, or you have a dispute or claim against Orbitt or its supplier or affiliates with respect to the ToS you should immediately refrain from using the Platform. No agency, partnership, joint venture, or employment relationship is created as a result of the ToS and neither party has any authority of any kind to bind the other in any respect.

### **17. International Use.**

We make no warranties that materials on Orbitt are appropriate or available for use in locations outside the U.K. and the European Economic Area. If it is illegal or prohibited in your country of origin to access or use Orbitt, then you should not do so. Those who choose to access Orbitt outside the U.K. and the European Economic Area do so on their own initiative and are responsible for compliance with all local laws and regulations.

### **18. No Investment Advice, Recommendations or Offer.**

You acknowledge that the content of Orbitt is for general, informational purposes only and is not intended to constitute an offer to sell or buy any securities, promise to undertake or solicit business, or pursue any other particular course of action and may not be relied upon in connection with any offer or sale of securities. Any person seeking to rely upon the information contained on, or made available via, Orbitt, does so at their own risk. We are not utilizing Orbitt to provide investment or other advice, and nothing on Orbitt (including but not limited to the provision of third party documentation) is to be deemed a recommendation that you buy, sell or hold, or that you are eligible to buy, sell or hold any security or other investment or that you pursue any investment style or strategy. If you require investment, accounting, tax or legal advice, you should consult with your own advisors with respect to your individual circumstances and needs.

We make no commitment and we disclaim any duty to update the information contained on or via, Orbitt or to require any third party to update such information.

**Forward Looking Statements.** Certain information on, or made available via, may contain forward-looking statements, which are subject to risks and uncertainties and speak only as of the date on which they are made. The words “believe”, “expect”, “anticipate”, “optimistic”, “intend”, “aim”, “will” or similar expressions are intended to identify forward-looking statements. We undertake no obligation to update or revise any forward-looking statements.

**Past Performance.** All performance data or comments expressed on, or made available via, Orbit are an indication of past performance. Past performance is not indicative of future results; no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

**Securities Transactions.** Orbitt serves as an information medium and a private space to facilitate communications between members. Members are responsible for determining the qualifications of other members and for negotiating and effecting any resulting transactions. All interactions between members, including interactions regarding potential transactions and negotiations in connection therewith, take place between those members, and do not involve Orbitt. Orbitt does not act as the agent of any member, nor does it prepare or provide advice on the preparation of offering materials, assist in the negotiation of transactions, or effect any securities transactions. Orbitt does not make any recommendations regarding securities and does not hold any member funds or securities. Moreover, members should be aware that primary and secondary securities transactions are highly specialized and the merit of any particular securities transaction depends upon the specific facts and circumstances of that transaction. Investments in securities, including investments in private funds, are speculative and may involve the risk of substantial loss. Members are strongly urged to consult with their financial advisors before making an investment in securities

**MiFID Classification.** In accordance with the criteria established by the Markets in Financial Instruments Directive no. 2004/39/EC of April 21, 2004 (“MiFID”) and implementing measures as transposed into English law for classification of clients, when the service is provided by Orbitt, you will be categorized by Orbitt as a “Professional Client” as defined in MiFID, to the extent you are not already categorized as an “Eligible Counterparty,” for the purposes of its business relationship with Orbitt, and will therefore benefit from the regulatory protections afforded by applicable laws, rules and regulations to this category of client.

To the extent that you intend to do so, you are eligible to invest in the investment opportunities that may be listed or otherwise become available through Orbitt. You acknowledge that an investment in any such investment opportunity should only be made by a qualified investor pursuant to the laws and regulations applicable to it or the relevant investment opportunity. You further agree to submit any corresponding pre-qualification questionnaires reasonably requested by Orbitt throughout the term of the Agreement.

**Contact.** You may contact us at the following address: 50 Grosvenor Hill, London W1K 3QT  
Effective Date of ToS: 20 March, 2017