

Bambucorn Ltd

Membership Agreement

This Membership Agreement (the "Agreement") is made between:

(1) Bambucorn Ltd (hereinafter referred to as "Platform"), a company regulated and authorised by the Dubai Financial Services Authority (DFSA) to operate a crowdfunding platform and arrange custody and incorporated in Dubai International Financial Centre, United Arab Emirates

(2) You (hereinafter referred to as "Member"), as an investor on the Bambucorn Platform

1 Introduction

This Agreement sets out the terms of the relationship between Bambucorn Ltd and you, as a Member of the Platform. Please read this Agreement carefully, and the Platform strongly advises the Member to keep a printed or electronically stored copy of this Agreement for its future reference.

2 This Agreement

2.1 Status. This Agreement is a binding contract between the Platform and the Member, and it sets out their rights and obligations with respect to the Member's membership and use of the Platform. In executing this Agreement, the Member is indicating that it will agree to, adhere to, and be bound by, all of the Agreement's terms.

2.2 Relationship to Other Agreements. In addition to this Agreement, the Platform and the Member may enter into several other contracts. For example, if the Member successfully invests into an investee entity, the Member and the investee entity may also enter into a Shareholders' Agreement. The Member may also enter into an Investment Subscription Agreement ("ISA") each time it makes an investment through the Platform. And by using the Platform's website and its related mobile applications (if any), the Member is deemed to have agreed to the Platform's Terms of Service. The Platform's Privacy Notice also sets out details of how the Member's Personal Data (as defined in the Data Protection Law 2020 of Dubai International Financial Centre) will be used. These and other agreements the Member may enter into, and notices the Member is provided with in connection with its use of the Platform, are referred to as "Platform Agreements", and are intended to be consistent with each other and should be read and interpreted together, but if a conflict arises, the terms of any agreement the Member agrees to after this Agreement will prevail over the terms of this Agreement, while the terms of this Agreement will prevail over the terms of any agreement to which the Member has agreed to or notices that were provided with before this Agreement (including, without limitation, the Terms of Service, and the Privacy Policy).

2.3 Amendments. The Platform may amend this Agreement from time to time. If the Platform amends the Agreement in a manner that affects any of the Member's substantive rights, the Platform will notify the Member of the amendment or amendments at least 14 working days before they take effect. Such notification may occur by email, by notice to the Member when it logs onto the Platform or by other means. If the Platform provides the Member such notice and the Member does not object to an amendment by the means given in the notice prior to the amendment taking effect, the Member will be deemed to have agreed to the amendment. If the Member objects to an amendment, such amendment

will not be effective with respect to the Member, but its rejection will be deemed to constitute its notice of termination of its Membership of Bambucorn in accordance with paragraph 15.

3 Eligibility for Membership

3.1 Joining. In order to join Bambucorn as a Member, the Member must be either (a) a natural person who is 18 years of age or over (which the Platform refers to as an "individual Member") or (b) a legal person, including a limited company, a limited partnership, a limited liability partnership, or other form of legal entity, a partnership or unincorporated association, including a fund that is not structured as a legal person, a department, executive agency or non-departmental public body of a national, regional, local or supra-national government (which the Platform refers to as a "non-natural Member"). In executing this Agreement, the Member warrants to the Platform that it meets the criteria of an individual Member or a non-natural Member and that it is not subject to the laws of any territory which would make its participation in the Platform unlawful.

3.2 Ceasing to Be Eligible. The Member must inform us as soon as reasonably practicable if it ceases to be eligible to be a Member. If the Member informs the Platform, or if the Platform discovers, that the Member has ceased to be eligible, its Bambucorn Membership will be suspended in accordance with paragraph 15. If the suspended Member later becomes eligible to be a Member again and inform the Platform of this, its Bambucorn Membership may be reinstated at the Platform's discretion.

3.3 One Membership Only. The Member may only become a Member of Bambucorn once. The Member must not attempt to create multiple Memberships for itself by using different email addresses or other identifying information. If it attempts to do so, its Membership may be terminated in accordance with paragraph 15.

3.4 Agents. If the Member is a non-natural Member, it must designate at least one natural person to take actions on its behalf. The Platform will refer to this person as the Member's "Agent". The Agent is the person who provided his or her name as the Member's appointed representative in the joining form on the Platform. Should the Member wish to replace its Agent at any time, it may do so by having either the outgoing Agent or one of its directors or officers notify the Platform. The Agent is not an individual Member (except to the extent that he or she joins separately as such) and only has rights and obligations under this Agreement to the extent that he or she is, or purports to be, acting for the Member. Throughout this Agreement, any reference to the "Member" which relates to taking a particular action through the Platform or doing anything else that only a natural person can physically do, shall be read as a reference to the Agent doing so on the Member's behalf, while any other reference to "Member" shall be read as a reference to the Member as a non-natural Member.

4 Relationship

4.1 Member. Upon execution of this Agreement, the applicant will become a Client of the Bambucorn Platform, and it will remain a Client until and unless this Agreement is terminated or suspended in accordance with paragraph 15. The Platform's obligations to the applicant as a Client are as set forth in this Agreement and other Platform Agreements.

4.2 Client Classification. Unless the Platform notifies the Member otherwise, the Platform will categorise the Member as a "Retail" Client for purposes of the DFSA Rules. The Member may request the platform to categorise the Member as a "Professional Client" at the time of making an investment (as described in

6.1). If the Member is categorised as a “Retail Client” as per the DFSA Rulebook, the Platform’s systems shall not permit the Member to invest more than USD 50,000 through the Platform in aggregate in a calendar year.

4.3 No Advice. The Platform will not provide advice or recommendations with respect to any aspect of transactions conducted through the Platform, other than advice on the technical use of the Platform. This means, among other things, that the Platform cannot give the Member any investment, legal, taxation or other advice in connection with the Member’s membership or any investments it makes through the Platform, and nothing on the Platform or in any communications the Platform sends to the Member is intended to constitute advice or a recommendation. If the Member needs or wants advice, it should consult an appropriate professional financial, legal, taxation or other advisor. The Member may seek clarifications or independent views from experts listed on the Platform. The Member acknowledges that views expressed by experts or responses received from experts on specific questions raised by Members may not be construed as independent advice or recommendations with respect to any investment.

4.4 Location of Activities. In executing this Agreement, the Member agrees that all of the activities that the Platform conducts with the Member will take place within the Dubai International Finance Centre (DIFC), regardless of where the Member may be physically located at the time it uses the Platform or otherwise engage with the Platform. This means that the Member agrees that all of the Platform’s activities are subject only to the laws of the DIFC and not to the laws of any other country in which the Member may be physically present at any given time, and therefore that any redress the Member may seek from the Platform must be sought under DIFC law. However, the Member agrees to comply with all relevant laws and regulations that may apply to its use of the Platform in any jurisdiction in which it may be located. Without prejudice to this paragraph 4.4, the Member agrees that under no circumstances will it make any claim to the effect that the Platform’s activities are conducted in, or subject to, the laws of any jurisdiction other than those of the DIFC.

5 The website

5.1 Role. The Member’s interactions with the Platform and with other Bambucorn Members will take place almost entirely through the Platform’s website and its related mobile applications, if any (collectively referred to as “Site”). The Member will use the Site to make investments and to follow the progress of its investments after they have been completed. In addition, most communications between the Platform and the Member, between the Member and other Bambucorn Members, and between the Member and expert will take place through the Site. There are certain exceptions where the Platform may interact with the Member, or the Member may interact with other Bambucorn Members, via direct email, telephone, in person or through any other means, but in general the Member should expect that it will not be able to communicate with the Platform or with other Bambucorn Members via any means other than the Platform.

5.2 Access. Access to the Bambucorn Platform will be a username and password pair, setup by the applicant. The Member’s Bambucorn Membership is personal and is not transferable. As long as the correct username and password pair is used, the Platform will assume that the Member is the person conducting activity on the Platform. The Member must not permit any other person/entity to access the Site using its username and password pair. In the event the Member does, it will be fully responsible for all actions on the Platform by the person/entity to whom it permitted access and by any other person or device to whom that person/entity permitted access, and the Platform will not be liable to the Member

for any losses, damages or costs arising from these actions. The Member should note that the Platform may terminate or suspend the Member's access to the Platform under specified circumstances as described in paragraphs 15.

5.3 Security. The Member's username, password and account number will be used by the Platform to identify the Member and so it must always keep the username and password secure. The Member must notify the Platform immediately if it learns or suspects that the security of its username and password, of the account or accounts it uses to sign into the Site, may have been breached. If the Platform receives such a notification from the Member or if the Platform determines that the security of the Member's username and/or password may have been breached, the Member will not be able to access the Site until measures have been taken to verify the Member's identity.

5.4 Account Setup Gate. At some stage after the Member logs onto the Site, it will be asked to complete the registration through the account setup gate. The information the Member provides in the account setup gate is the basis on which the Platform will identify the Member for purposes of communication, fulfil any reporting obligations that the Platform may have to any regulatory or governmental authorities, and conduct any anti-money laundering or other checks the Platform may run (as described in paragraph 8). The Member must complete the information requested on the account setup gate truthfully and must keep the information in its profile up to date. In the event a Member is not an individual or a natural person, the Member is responsible for notifying the platform in the event of a change of control. The Platform may ask the Member to send physical or certified versions of certain documents required to complete the checks mandated by the DFSA rules. The Member agrees to provide the Platform with such documents upon the Platform's request to do so. The Platform will not be liable for any losses, damages or costs arising from its conduct of these checks or the Member's inability to make investments and transfer money into the Client Money Account while the checks are pending or as a result of the unsatisfactory completion of the checks. Change of control is defined as:

- A change in the shareholders owning more than 25% (or any other level that the Platform may deem appropriate) of the member's outstanding shares; or
- A change in Senior Management Personnel (Senior Management Personnel include those individuals with significant responsibility to control, manage or direct a legal entity customer including an executive officer or senior manager. Examples include CEO, CFO, COO, Managing Member, General Partner, President, Vice President, Treasurer, or any other individual who performs similar functions. This list of positions is not exclusive.)

5.5 Content. The Member is solely responsible for any content that it posts on the Platform, including within the account setup gate, information posted in connection with a post-investment process (described in paragraph 11). The Member must not post, transmit or share information on the Platform that it does not own or have permission to display, publish or post. Furthermore, it agrees to indemnify and hold harmless each other Bambucorn Member and the Platform from and against any loss, damages or costs arising from or in connection with any content the Member posts on the Platform.

5.6 Interactions with Other Bambucorn Members. The Member is solely responsible for its interactions with other Bambucorn Members. The Platform reserves the right, but is not obliged, to monitor actions and disputes between the Member and other Bambucorn Members, and the Platform reserves the right

to remove any communications that the Member may post that the Platform considers to be in violation of any applicable law or regulation, abusive, trolling, spam, or otherwise inappropriate.

6 Investment Authorisation

6.1 Restriction. Not all Bambucorn Members will be allowed to act as investors. Upon execution of this Agreement, the Member shall be considered as a "Retail Client" until such time as the Member self-certifies itself as a "Professional Client" in accordance with section 2.3 of the Conduct of Business Module within the DFSA Rulebook. Self-certification involves selecting the appropriate Client classification on the Site by providing adequate evidence supporting the Member's self-certification. If the Member wishes to change its certification, it should notify the Platform in accordance with paragraph 23.

6.2 Entirely the Platform's Decision; No Liability. The decision whether to authorise the Member to act as a Client is the Platform's, and notwithstanding the authorisation processes described in this paragraph 6, the Platform may decide for any reason or no reason not to authorise the Member. The Platform will not be liable to the Member for any losses, damages or costs arising from the decision.

6.3 Revoking Authorisation. If the Platform has authorised the Member to act as a Client, the Platform will not normally revoke that authorisation (except in accordance with termination or suspension of the Membership, as described in paragraphs 11), but the Platform reserves the right to do so if facts come to its attention that lead it to believe that the Member may not have the experience, expertise and knowledge required to understand the risks involved in, and make its own investment decisions about, the investments available through the Site or if the Platform considers that there may be legal restrictions on the Member from making investments through the Site. Separately, if the Member no longer wishes to be a Client, it may notify the Platform of this, and the Platform operator will revoke the Member's authorisation on that basis.

6.4 Truthfulness and Non-Circumvention. The Member must provide the information sought within the account setup gate truthfully, honestly and completely. For self-certification, this means that the declarations set forward in the relevant self-certification are truthful and genuinely apply to the Member.

6.5 Overseas Territories. In addition to the requirements of paragraphs 6.1, Bambucorn Members who are resident or situated in territories outside the U.A.E. ("overseas Members") may not become Clients if their accessing of investment opportunities, and making investments through the Platform would contravene any local legislation or other regulatory requirements. Overseas Members may be required to comply with additional or alternative requirements to those set out in paragraph 6.1 to become Clients.

7 Type and Structure of Investments

7.1 Type of Investments. If the Member is a Client, it will have the opportunity to invest in some or all of the investments available from time to time on the Site. Each of these investments consists of equity securities (i.e., a Share or a Certificate as defined in the DFSA's rulebook) (referred to by the Platform as "shares") in one or more businesses or arrangements (which we refer to collectively as a "business").

8 Investment Account

8.1 Purpose. Upon signing an ISA on the Site, an investment account shall be created for the Client. The Member will be able to access its account in a section called "Account Management", that would depict the number of shares held in the Client's account. In the future, the Platform may avail the use of a self-directed custodian that shall control the shares (refer to 8.2 below).

8.2 Appointment of a Custodian. In the event, the Platform decides to appoint a regulated custodian (Custodian) to hold custody of the Member's shares, the Member authorizes the Platform to do so. In such an event, the Member also undertakes to sign a Self-Directed Custodial Agreement with the Custodian, which would detail the terms of the custodial relationship with the Custodian. Members will be required to sign a Self-Directed Custodial Agreement electronically as part of the onboarding process with the custodian. However, the Self-Directed Custodial Agreement shall not be effective until such time as Bambucorn commences utilizing the services of the custodian. Members shall be advised of the effective date from which the Custodian's services shall be utilized within 5 working days prior to such utilization.

8.3 Transferring Money into the Client Money Account held with a bank. Upon signing the ISA, the Member must transfer money into the Client Money Account by the means set forth on the Platform. Instructions on how to make such transfers and, if applicable, minimum and maximum amounts, any fees, and how long it will take before the transfer is credited will be set forth in the wire transfer instructions made available to the Member upon signing the ISA. The Member will be responsible for any transaction costs including any currency exchange fees the Platform may incur during this process.

8.4 Identity and Anti-Money Laundering Checks. The Platform has certain responsibilities under the DFSA Rules and other applicable regulations to verify the identity of, and run anti-money laundering checks on, Members who are Clients of the Platform. In order to fulfil these responsibilities, the Platform may use third-party identification checking services to confirm the Member's identity when it first seeks access to an unrestricted version of any offering hosted on the Platform's Site. In order for the third-party to verify the Member's identity, the Member may be asked to send the Platform physical or certified scanned versions of certain documents, click pictures of certain documents and/or get its picture captured within a KYC solution that the Platform may utilize. The Member agrees to provide the Platform with such information upon the Platform's request to do so. From time to time the Platform may need to run additional identity checks. In executing this Agreement, the Member allows the Platform to run any and all of these checks, and that the Member may not be able to make investments until and unless these checks are completed. The Platform will not be liable for any losses, damages or costs arising from its conduct of these checks or the Member's inability to make investments and transfer money into the Client Money Account while the checks are pending or as a result of the unsatisfactory completion of the checks. Members shall provide the information requested for (to run identity and money laundering checks) by the platform within 30 days of executing this Agreement. Members shall provide the information requested for through the section of the platform titled "Account Setup Gate".

8.5 Committing Money to Investments. For the period between when the Member makes the investment till when the offering (which the Member has subscribed to) is completed (as described in the relevant ISA), the money will continue to be held in the Client Money Account, and shares will not appear as part of the balance shown in the Member's account. Once the investment is completed, the money will be transferred, along with the money committed by other investors, from the Client Money Account to the investee entity. If the investment is not completed (as described in the relevant ISA), the money will be

returned to the Members less any transaction, currency exchange and third-party costs. In the event the Member has been classified as a Retail Client, it shall sign a Risk Acknowledgement Form before committing to invest in any offering listed on the Platform.

8.6 Receiving Money from Investments. When proceeds are paid to the Member on an investment as described in paragraph 9, the money may be credited to the Member's bank account as provided by the Member to the Platform and will be available for the Member to withdraw. If proceeds are paid via a third-party broker or other intermediary it may take several days until the money is received in the bank account, and it may not be treated as Client Money under the DFSA Rules during this time.

9 The Investment Process

9.1 Investment Offerings. If the Member becomes a Client, upon logging onto the Site he/she will be able to view the businesses available for investment. The Member will initially see a brief snapshot of information about the businesses that are currently seeking capital on the Site, and the Platform refers to this information as the "thumbnail". The Member can click on any thumbnail to see additional information about the business, which we refer to as the "detailed campaign" (a thumbnail and a detailed campaign together are a business's "campaign"). The detailed campaign is the information upon which the Member is expected to make an investment decision with respect to the business. All campaigns on the Site are created either by an issuer authorised by the Platform or by the Platform on their behalf.

9.2 Platform Review and Approval. The Platform has reviewed, using its own review criteria every campaign that a Member sees on the Site (or, in the case of campaigns created by the Platform, the Platform has prepared the campaign). The Member should note that in the case of aspirational statements or statements of opinion or belief, the nature of the types of businesses displayed on the Platform is such that they are likely to have high ambitions, and the Platform may approve statements that convey those ambitions even when it does not have a view on whether it is likely that they will be fully realised, and approval does not convey a belief on the Platform's part that it is likely that they will be fully realised.

9.3 No Recommendation; No Reliance on Other Information. The Platform's approval of a campaign, as described in paragraph 9.2, does not mean that it is recommending that the Member make an investment in the business, or that the Platform believes the business is likely to be successful or that the Platform will take any responsibility or will in any way be liable to the Member if the business is not successful. The investment decision with respect to any investment through the Platform is the Member's alone. Other than what is contained in the campaign, the Platform may not have reviewed any information about the business. The discussion forum will not constitute part of the campaign. Any responses by "Experts" and entrepreneurs should be treated as "one-off communications" and not investment advice. They should be treated in the same way as if the Member had a one-on-one email conversation with the relevant expert or entrepreneur without any involvement from the Platform. In addition, no other information set forth outside of the campaign - including in documents provided by the entrepreneur, on the business's Site, in social media profiles or elsewhere - constitutes part of the campaign, and it has not been reviewed or approved by the Platform. The Platform takes no responsibility for the statements made in the discussion forum and documents sections by the issuer or for documents or other information provided by or about the business outside of the campaign and the Member should not rely on any such information while making its investment decision.

9.4 Confidentiality and Appropriate Use of Campaigns. Campaigns are presented on the Site in order for the Member to make an investment decision(s) and not for any other purpose. The Member is expected to keep the information presented in campaigns as well in the discussion forum with experts confidential and may not use it in any way to compete with or otherwise impede the success of the relevant business, and if it does so the Platform may bring an action against the Member for any damage it may have caused to the Platform's reputation, business or otherwise.

9.5 Selecting Investments. After reviewing a campaign, the Member may choose to make an investment in the business by agreeing to sign the ISA. When the Member does so, he/she will be asked to indicate how much he/she would like to invest. After signing the ISA, the Member must transfer such funds into the Client Money Account within a specified period.

9.6 Execution and Commitment. After the Member has decided to invest in a business and the amount of investment, as described in paragraph 9.5, the final step for the Member to make the investment will be to execute the ISA through the means provided on the Platform. The ISA sets out the terms on which the Member will purchase the shares of a business in which it has decided to invest. The terms of the ISA will govern the Member's relationship with the business in which it invests.

9.7 Cancellation Rights. The Member may have the right to cancel its investment for a specified period of time (cooling off period). Any such cancellation rights will be described in the relevant ISA. If the Member exercises the right to cancel under such ISA, the Platform will refund the amount of the Member's investment to its bank account less any transaction charges including any currency exchange fees (if applicable). If the Member does not exercise its right to cancel the investment within such specified period, its investment is irrevocably committed and is not cancellable.

9.8 Multiple Investments. The Member may invest multiple times in the same business. In order to do so, the Member will need to repeat the process described above, including executing a new ISA with respect to each of the additional investments he/she has already made.

9.9 Completion of the Investment. For any given business seeking capital through the Site, the relevant ISA will set forth the process and circumstances under which the Platform will complete or not complete the investment, as well as the consequences of such completion or non-completion.

10 Risk Warnings

10.1 Loss of Capital. Most early-stage businesses, and many other businesses fail, and if the Member invests in a business displayed on the Site, it is significantly more likely that it will lose all of its invested capital than see any return of capital or a profit. The Member should not invest more money in the types of businesses displayed on the Platform than it can afford to lose without altering his/ her standard of living.

10.2 Rarity of Dividends. Businesses of the type displayed on the Site rarely pay dividends. This means that if the Member invests in a business through the Site, even if it is successful it is unlikely to see any return of capital or profit until the Member sells his/her shares in the investee entity.

10.3 Dilution. Any investment the Member makes in a business displayed on the Platform is likely to be subject to dilution. This means that if the business raises additional capital at a later date, it will issue new shares to the new investors, and the percentage of the investee entity that the Member owns will decline.

These new shares may also have certain preferential rights to dividends, sale proceeds and other matters, and the exercise of these rights may work to the Member's disadvantage. The Member's investment may also be subject to dilution as a result of the grant of options (or similar rights to acquire shares) to employees of, advisors of, service providers to or certain other parties connected with, the investee entity.

10.4 Diversification. If the Member chooses to invest in businesses of the type displayed on the Site, such investments should only be made as part of a well-diversified portfolio. This means that the Member should invest only a relatively small portion of its investable capital in such businesses, and the majority of its investable capital should be invested in safer assets. It also means that the Member should spread its investments between multiple businesses rather than investing a larger amount in just a few.

11 Post-Investment Process

11.1 Information and Rights. Once the Member has executed an ISA with respect to an investment, the investment shall not be listed in the "Account Management" section of the Platform, and the Member will not be able to see information about other investments that have been committed to through the Site. If the investment is completed as described in paragraph 9.9, shares representing the shares in an issuer shall be deposited in the Member's account. The balances of the account can be viewed through the section titled "Account Management" on the Platform.

11.2 Payments. Any dividends, distributions or proceeds in the form of fiat currency in respect of the Member's investments will be either: (i) credited directly to the Member's bank account by the investee entity, or (ii) credited to the bank of account of the Member from Bambucorn's Client Money Account after the proceeds have been transferred from the issuer to Bambucorn's Client Money Account. Further details of the mechanism of distribution of dividends or other proceeds from the investee entity shall be set forth in the ISA.

11.3 Transfers. The Platform, in the future, may offer a facility for transfer of shares. In such an event, the Member may have to undergo additional identity and compliance checks to access the trading facility. The Platform (Bambucorn) will not be liable for any losses, damages or costs the Member may have to bear arising from the conduct of these checks or the Member's inability to purchase or sell shares through the trading facility.

11.4 Default by issuer. In the event an issuer defaults on any payments to be made to a Member(s), the Member(s) must notify the Platform of the same through the means set forth in Paragraph 23.1. The issuer shall be asked to provide an explanation of the same to the Platform and the concerned Member(s) in a notification sent to the issuer by the Platform. In the event a resolution mutually acceptable to the concerned issuer and the Member(s) is not reached within 60 days from the date of the notification to the issuer from the Platform, the Platform shall appoint a third-party, at its own discretion but at the Member(s) and issuer's expense (to be shared evenly by the Member and the issuer), to examine the books of account of the issuer. Any recommendation made by the third-party to either the issuer or the Member must be complied with at the earliest. The Platform shall assume no liability in for any loss suffered by any the Member or the issuer due to the compliance or non-compliance (by the Member or the Issuer) of the recommendations made by the third-party.

12 Account and Investment Information

The Member can view its balances and transaction history through the "Account Management" section of the Site at any time. This is the recommended way in which the Member will be able to obtain information about its transactions and investments on the Platform.

13 Taxation

The Member's investments may be subject to tax. Tax treatment depends on individual circumstances and is subject to change in the future. For example, the Member may be liable to pay taxes on any dividends or gains it receives from its investments. Payment of taxes is entirely the Member's responsibility and save as required by DIFC law the Platform will not deduct or withhold any taxes.

14 Fees (Investors)

The Platform's rights to fees in respect of any given investment will be as set forth in the relevant ISA. Additionally, the Member may be charged fees in accordance with any other contracts it may enter into through the platform including the Self-Directed Custodial Agreement (as referred to in 8.2).

15 Termination of Membership

15.1 Termination by the Member. If the Member no longer wishes to be a Bambucorn Member, it may terminate his/her Membership at any time by notifying the Platform pursuant to the notification process set forth in paragraph 23.1.

15.2 Termination by the Platform. The Platform may terminate the Member's Bambucorn Membership at any time and for any reason or no reason if the Member does not have any investments listed in the "Account Management" section of the Site. The Platform is not required to communicate the reason for such termination to the Member. In the event the Member has any investments listed in the "Account Management" section of the Site, please refer to clause 16.2 in this Agreement.

15.3 Suspension. If the Member sends the Platform information pursuant to paragraph 3.2 that states or leads the Platform to believe that the Member is no longer eligible to be a Bambucorn Member, the Platform may suspend the Member's Bambucorn Membership until it determines that the Member is again eligible to be a Bambucorn Member.

15.4 Consequences of Termination or Suspension. If the Member's Bambucorn Membership is terminated pursuant to paragraph 15.1 or 15.2 or is suspended pursuant to paragraph 15.3, the Member will no longer be able to use the Site. Subject to paragraph 16, after termination or suspension the Member may be able to continue to access the Site in order to engage in the post-investment process for any investment the Member may have made as described in paragraph 11.

15.5 Death. If the Platform receives proof of the Member's death that is satisfactory, the Platform will terminate the Member's Bambucorn Membership pursuant to paragraph 15.2. If at such time the Member still has investments listed in the "Account Management" section, the Platform will handle them as set forth in the relevant ISA.

16 Termination of Platform Access and Agreement

16.1 Termination of Access with no investments. If the Member's Membership is terminated pursuant to paragraph 15.1 or 15.2, or is suspended pursuant to paragraph 15.3, the Member's access to the Platform

may be terminated at such time if it does not have any investments listed in the "Account Management" section of the Site.

16.2 Termination of Access with investments. If the Member has any investments listed in the "Account Management" section of the Site, the Member's access to the Platform may only be terminated due to one of the following reasons:

- a. The Member does not comply with any request for information from representatives of the Platform including employees.
- b. The Platform receives satisfactory proof of the Member's death.
- c. The Member sends the Platform information that states or leads the Platform to believe that the Member is no longer eligible to be a Bambucorn Member.
- d. The Member uses the Platform in any way:
 - I. that causes, or is likely to cause, the Site or access to it to be interrupted or damaged in any way;
 - II. for fraudulent purposes, or in connection with a criminal offence;
 - III. to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing, is otherwise injurious to third parties or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam;
 - IV. to cause annoyance, inconvenience or needless anxiety; or
 - V. which gives rise or may give rise to criminal or other liability on the Platform's part.

16.3 Termination of Agreement. Upon termination of the Member's access to the Site pursuant to paragraph 16.1 or 16.2, this Agreement shall terminate, and neither the Platform nor the Member shall continue to be bound by its provisions other than those provisions that survive termination.

17 Communications and Information

17.1 Information on the Platform. In addition to the information set forth in each campaign, the Platform may provide information on the Site about investing in businesses generally or other matters that may be of relevant interest to the Member. The Platform will refer to this as "additional information". None of the additional information, including information about historical returns, can be relied on as a guarantee or indication of any particular result, and the additional information does not constitute any form of advice, recommendation or endorsement by the Platform. Furthermore, the Platform cannot assure the Member that any additional information is complete, accurate, up-to-date or error free, and will not be liable to the Member for any loss, damages or costs if it is not. To the extent that any additional information constitutes links to other websites or third-party contact details or refers to other sources of information, the Platform takes no responsibility for the availability or accuracy of such websites, sources or contact details or the acts of such third parties.

17.2 Communications About Platform Activity. From time to time the Platform may send the Member emails with information about activity on the Platform, including progress of existing campaigns. Any emails the Platform may send the Member about activity on the Platform will not constitute advice or a recommendation to invest. From time to time the Platform may also send emails with respect to Membership, campaigns or investments, business, this Agreement or other matters that are relevant to the Member. The Platform will do its best to ensure that these emails are relatively infrequent.

18 Disclosures

18.1 Client Money Account. The Platform may charge an issuer (business) in the event that it successfully raises money through the Platform's Site. The fee may be a combination of cash and equity (subject to meeting regulatory requirements) in the issuer. Upon signing the ISA, the Member is required to transfer the amount it has committed into a Client Money Account controlled by a Platform appointed financial institution that will hold Client Money. Instructions on how to make such transfers, any fees, and how long it will take before the transfer is credited will be set forth in the wire transfer instructions made available to the Member upon signing the ISA. The financial institution will be responsible for transferring the amount received into the Client Money Account net of fees to the issuer in the event that the campaign closes successfully. In the event the campaign does not, the financial institution will transfer the amount received back to the Members' bank accounts. The money remitted by Members into the Client Money Account will be subject to protection conferred by the DFSA's Client Money Provisions. As a consequence, the money will be held separately from the money belonging to the Platform and in case of the Platform's insolvency, winding up or any distribution event applicable, the Member's money will be subject to the DFSA's Client Money Distribution Rules.

a.

19 Complaints

19.1 Initial Complaint. If the Member has a complaint with respect to any aspect of the Site, it should report it to the Platform immediately by sending an email, with the word "complaint" in the subject line, from the email address in which the Member's Bambucorn Membership is registered. The Platform will send an initial response to the Member's email within no more than seven working days after the Platform receives it, and this response will state either that the Platform considers the complaint to have been resolved or that it is investigating the matter further. If the Platform expects the complaint's resolution to take longer than 30 days, the Platform will update the Member weekly on the progress of the complaint till the time the complaint is resolved. The Platform will determine the status of the complaint at its own discretion. The Platform may need to ask the Member additional questions in order to understand the details of the complaint, and any questions that the Platform may ask, as well as any responses it may give, will be sent by email to the email address in which the Member's Bambucorn Membership is registered.

19.2 Complaints handling procedures. A Member may request a copy of the Platform's Complaints handling procedure in accordance with the Rule 9.2.11 of the GEN module of the DFSA Rulebook. Such a request must be made through the means specified in 23.1. The Complaints Handling Procedure is listed on the Site for Members to read.

20 Records

20.1 Period of Retention. In accordance with legal and regulatory requirements, the Platform will retain the records relevant to the Member's Bambucorn membership and any activity the Member may have conducted on the Platform for a minimum period of six years following the termination of the Member's access to the Platform pursuant to paragraph 16. This period may be extended by force of law.

20.2 No Request for Deletion. The Member will only be able to request the destruction or deletion of any of the records relevant to its Bambucorn membership subject to paragraph 20.1, unless the Platform is required to destroy or delete them by force of law or other regulatory requirement.

20.3 Data and Data Protection. For more information about the records the Platform may keep about its Members and how it uses its Member's personal data please see the Platform's Privacy Policy, available on the Platform's Site.

20.4 Sharing of Data. The Platform may need to share the Member's Personal Data with certain third parties in order to carry out its activities. The Platform will seek approval from the Member before doing so. The Member hereby consents to the Platform sharing the Member's Personal Data with the following parties: (i) Third-party KYC and AML solutions providers, (ii) Custodian(s) and (iii) issuer(s) with whom the Member has signed an ISA(s).

20.5 Transfer of Personal Data. The Platform may need to transfer the Member's Personal Data to a Recipient (as defined in the Data Protection Law), which is not subject to laws and regulations which ensure an adequate level of protection (as defined by Article 26 of the Data Protection Law). In executing this Agreement, the Member gives written consent to the proposed transfer, if the Recipient(s) of the data transfer include one or more of the following parties: (i) KYC and AML solutions providers, (ii) Custodian(s) and (iii) issuer(s) with whom the Member has signed an ISA(s).

20.6 Purposes of Collection of Data. Personal Data may be Processed by the Platform for the reasons mentioned below. Please note that this is not an exhaustive list.

- a. Conducting appropriate KYC and AML checks to fulfil obligations made to the regulator (DFSA); or
- b. Classifying the Client (Professional or Retail) to meet the regulator's requirements.

21 Conflicts of Interest

The Platform will do its best to ensure that its interests do not conflict with its Members. In the event that a conflict arises with respect to a particular campaign, the aforementioned disclosure shall be clearly displayed on the page where details about the campaign have been listed.

22 Our Ceasing to Trade

In the event the Platform ceases to trade the Platform shall notify the Member as soon as possible after it has taken a decision to cease to trade and this Agreement shall terminate and neither the Platform or the Member shall continue to be bound by its provisions, other than those provisions that survive termination. The following shall occur after the Member has been notified:

- a. All active campaigns on the Platform shall be terminated. In the event any Member has deposited money into the Client Money Account for any such campaign, the Client Money Account Agent shall be notified by the Platform to return money received into the Client Money Account back to the Members (net of transaction charges and exchange rate differences).
- b. For all campaigns that have been completed successfully (i.e. Members who subscribed to the campaign have received tokens and whose names have been entered into the issuer's register of shareholders), the Platform shall send an acknowledgement to Members who have subscribed to the offering, (with a confirmation from the SPV if applicable) stating that shares issued on the platform by all issuers including SPVs shall be deemed invalid. Additionally, the acknowledgment

shall contain the number of shares of the concerned issuers (including SPVs) and relevant details (if any) of the shares registered in the Member's name. For Investment Crowdfunding campaigns that have been completed successfully and where Bambucorn is the administrator of the SPV, Bambucorn or one its representatives shall appoint the administrator of the SPV on an interim basis. Additionally, Bambucorn shall call an Extra-Ordinary General Meeting (EGM) of the shareholders of the SPV during which Bambucorn shall provide the shareholders with names of two administrator candidates for the shareholders' consideration. The candidate with the most votes shall be appointed as the administrator of the SPV.

23 Notices

23.1 Notices from the Member to the Platform. Any notice from the Member to the Platform in respect of this Agreement, the Member's Bambucorn membership or the Member's activities on the Site shall be given by email to **contact@bambucorn.com** except where this Agreement or another Platform Agreement that the Member executes sets forth alternate means.

23.2 Notices from the Platform to the Member. Any notice from the Platform to the Member in respect of this Agreement, the Member's Bambucorn Membership or the Member's activities on the Platform may be given either through the Platform, by email to the address set forth in the Member's profile or by post or courier to the physical address set forth in the Member's account setup gate.

23.3 Receipt of Notices. Notices given pursuant to this paragraph 23 through the Platform or by email shall be deemed received by the recipient upon despatch. Notices given pursuant to this paragraph 23 by post or courier shall be deemed received by the recipient two working days after despatch.

23.4 Language of Notices. All notices given under this Agreement shall be in the English language.

24 Indemnification

24.1 General Indemnification The Member hereby agrees to indemnify and hold harmless the Platform and its respective officers, directors, affiliates and agents, and each other person, if any, who controls the Platform against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Member to comply with any covenant or agreement made by the Member herein or in any other document furnished by the Member to any of the foregoing in connection with the Member's use of the Platform's Site.

24.2 Indemnification with regards to custody of shares. Member hereby agrees to indemnify, protect, defend and hold harmless the Platform and its officers, directors, members, shareholders, employees, agents, partners, vendors, successors and assigns from and against any and all third party claims, demands, obligations, losses, liabilities, damages, regulatory investigations, recoveries and deficiencies (including interest, penalties and reasonable attorneys' fees, costs and expenses), which the Platform may suffer as a result of: (a) any breach of or material inaccuracy in the representations and warranties, or breach, non-fulfilment or default in the performance of any of the conditions, covenants and agreements, of the member contained in the Self-Directed Custodial Agreement or in any certificate or document delivered by the member pursuant to any of the provisions of this Agreement, or (b) any obligation which is expressly the responsibility of the Member under the Self-Directed Custodial Agreement, or (c) any

other cost, claim or liability arising out of or relating to operation or use of the license granted hereunder, or, (d) any breach, action or regulatory investigation arising from the member's failure to comply with any securities laws any applicable laws, and/or arising out of any alleged misrepresentations, misstatements or omissions of material fact in the member's offering memoranda, general solicitation, advertisements and/or other offering documents. Member is required to immediately defend Bambucorn including the immediate payment of all attorney fees, costs and expenses, upon commencement of any regulatory investigation. Any amount due under the aforesaid indemnity will be due and payable by member within thirty (30) days after demand thereof. The indemnity obligations of member hereunder, shall commence upon the effective date of the Custodian's services and shall survive any termination of this Agreement and the resignation or the appointment of another custodian.