

Terms of Use

These Terms of Use as updated from time to time (“Terms”) govern use of Africa Trade Finance Limited (ATF) Portal. You accept these Terms by registering for an ATF Portal account, through your use of the portal, or by continuing to use the portal after being notified of a change to these Terms. In some cases, we may ask you to affirmatively confirm your agreement to these Terms.

WHEN YOU ACCEPT THESE TERMS, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO BY THE COMPANY BY WHICH YOU ARE EMPLOYED OR RETAINED AND FOR WHOSE BENEFIT YOU ARE USING THE ATF PORTAL. REFERENCES HEREIN TO “YOU” SHALL MEAN “YOU AND/OR THE COMPANY.”

If the Company is an ATF Portal Customer, then you are referred to below as a “Customer User.”

ONLY AUTHORIZED CUSTOMER USERS (“PERMITTED USERS”) MAY USE THE ATF PORTAL. ANY USE OF ATF PORTAL OTHER THAN BY A PERMITTED USER IN ACCORDANCE WITH THESE TERMS AND ANY APPLICABLE CUSTOMER AGREEMENT IS STRICTLY PROHIBITED.

Please note that any failure to abide by these Terms is grounds for immediate suspension or termination of access to the ATF Portal (including suspension or termination of access by other Permitted Users) and may give rise to other legal rights and remedies.

ATF Portal Content; Intellectual Property and Other Proprietary Rights

The ATF Portal include a broad array of content and functionality. ATF Portal’s databases (including their content, layout, functions, features, code, and appearance), all user interfaces, software, and all other information and other content, or portion or combination thereof, provided and made available by ATF in connection with the ATF Portal (“ATF portal Content”). ATF Portal Content is for use only by Permitted Users for ordinary internal Company business purposes, as further addressed below. Note that ATF Portal and its Third-Party Providers (defined below) do not make any representations or warranties regarding the accuracy or completeness of ATF Portal Content, and ATF reserves the right to change or update any ATF Portal Content at any time without notice.

Some of the software that ATF uses to provide the ATF Portal as well as some of the data or other content in the ATF Portal Content is licensed from third parties that are not affiliated with ATF (“Third-Party Providers”).

As between you and ATF, and subject to any applicable third-party licenses, ATF owns all right, title, and interest in and to the ATF Portal, and ATF owns all applicable UK and international copyrights and other intellectual property rights in and to the ATF Portal Content, the

software that ATF Portal uses to provide the portal, and any aggregated data, as well as all trademarks, trade secrets, trade dress, copyrights, patent rights, and other intellectual property included or utilized in the ATF Portal and all modifications and enhancements thereof.

The trademarks, service marks, logos, slogans, trade names, trade dress, domain names and social media names used on the Site are proprietary to ATF or its affiliates, licensors or partners or sponsors. Unauthorized use of any trademark of ATF or its affiliates, suppliers, vendors, licensors, partners or sponsors may be a violation of applicable trademark laws.

You do not acquire any ownership rights in the ATF Portal Content under these Terms or otherwise in connection with your use of the ATF Portal. All rights not expressly granted to you herein are expressly reserved.

Limited License

If you are a Permitted User and agree to these Terms, you are hereby granted a limited, non-exclusive, non-sublicensable, revocable, non-transferable right to access and use the Portal for which you have registered.

User-Submitted Content; Account Administration; Enterprise Content Sharing

The ATF Portal may permit the uploading, posting, storage, viewing, or transmittal of contact information, financial information, transaction information deal documentation and information, or other content or information submitted by you or other Permitted Users, and may generate data using such content and information. ATF shall have no responsibility or liability for any user-submitted content or access thereto, and ATF shall not be responsible for any loss, unavailability, inaccuracy, or corruption of such user-submitted content. You agree to provide user-submitted Content only in accordance with applicable law, and you represent that you have obtained all necessary rights and consents for the contemplated publication, use, storage, transfer, and dissemination of such user-submitted content in accordance with these Terms.

With respect to any user-submitted content submitted by you or generated from content or information submitted by you, you hereby grant to ATF and its third-party service providers acting on behalf of ATF the right and a license (i) to post, store, and use, and to transmit such user-submitted content to you in connection with the ATF Portal; (ii) to modify and create derivative works from the user-submitted content; (iii) to review such user-submitted content to investigate or address any issue or complaint concerning the ATF Portal or any user-submitted content. "Aggregated data" means information resulting from the aggregation, calculation, analysis or compilation of user-submitted content and/or data from other sources, including other users and users of other Customers of ATF; provided that (i) such resulting data does not identify you or Customer as the source of any such data, and (ii) your identity and the identities of Customer and Customer's clients are not disclosed by or discernible from the resulting data without an extraordinary amount of time or effort. Aggregated data does not include any personally identifiable information.

You represent, warrant, and covenant that you shall not submit any user-submitted content which (A) is unlawful, threatening, abusive, libellous, obscene, vulgar, or indecent; (B) constitutes or encourages conduct that would constitute a criminal offense or give rise to civil liability; (C) violates, plagiarizes, infringes, or constitutes a misappropriation of the rights of any third party including, without limitation, copyright, trademark, trade secret, patent, or any other proprietary right, or any rights of privacy or publicity; (D) violates any obligation of confidentiality; or (E) contains any software code or computer programming of any kind.

ATF reserves the right to refuse to post or transmit or to remove any user-submitted content in whole or in part that ATF believes has been uploaded in violation of these Terms, or that ATF believes constitutes a threat to the operation or integrity of the ATF Portal or to the rights and interests of ATF, its Customers, or Permitted Users.

The applicable ATF Portal Customer (and the Permitted User, as applicable) shall be responsible for (i) the use of ATF Portal by Permitted Users or anyone accessing the Portal with credentials provided to a Permitted User, and (ii) any breach by Permitted Users of these Terms.

Disclaimer Regarding Advice

ATF does not provide investment, business, tax, legal, or consulting advice or direction of any kind. ATF does not validate and makes no recommendations with respect to any User-Submitted Content or with respect to any ratio, metric, measure, method, or computation derived from such content using the ATF Portal. ATF may make changes to the methodology used by the ATF Portal according to various opinions about financial theory at any time without notification. You should not rely on the ATF Portal in making an investment or other financial decision. You should obtain relevant and specific professional advice before making any such decision.

ATF is authorized and regulated by the UK Financial Conduct Authority on the Financial Services Register at <http://www.fca.org.uk/register/>.

Acceptable Use

You agree to abide by all applicable laws in connection with your use of the ATF Portal. Applicable laws may include without limitation securities laws and regulations, export laws, privacy laws and regulations, and laws governing marketing or other unsolicited contact with individuals by phone, text, e-mail, any other electronic communication, or regular mail.

As used herein, "Restricted Parties" refers to individuals or entities listed on the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of Commerce's Denied Persons List or Unverified List, or similar lists maintained by the U.S., EU and UK government, that restrict exports or transfers to certain persons and entities. Unless otherwise disclosed to and approved in writing by ATF, you represent and warrant that neither you nor, to your knowledge, any other Permitted User under the same Customer account is a Restricted Party. Absent ATF advance approval in writing, you must not knowingly

designate any Restricted Party as a Permitted User and you must not knowingly permit any Restricted Party to access the ATF Portal.

You may not (directly or indirectly) (1) sell, publish, transmit, distribute, reproduce, commercially exploit, encumber, rent, lease, or otherwise permit any person or entity (other than a Permitted User) to access or use the ATF Portal or any materials derived therefrom in any manner; (2) reverse engineer, decompile, decrypt, disassemble, modify, copy, display, translate or create derivative works based on, or circumvent or disable any security or technological measures of; (3) alter, remove, obscure, or fail to reproduce any rights notices contained; (4) print, download, or export any ATF Portal Content or any user-submitted content provided by any other user; (5) use the ATF Portal or any materials derived therefrom to create, update, or modify any database or any product or service related to data or that could be competitive with or a substitute for any component; or (6) copy, take screen shots of, or otherwise share the appearance or functionality of the ATF Portal with or for any competitor of ATF or any other person or entity for the purpose of competing with ATF. Any use of the ATF Portal by a competitor of ATF or by any other person or entity for the purpose of competing with ATF is expressly prohibited.

In addition, any service bureau work, multiple-user licensing, or time-sharing arrangement for the use of the ATF Portal is expressly prohibited except as specifically authorized by ATF in writing. Note that, unless otherwise expressly permitted herein, you may not create or utilize a "local" copy of any ATF Portal Content.

Your Responsibilities

Without limiting responsibilities set forth elsewhere in these Terms, you are responsible for any information, messages, and materials that you send using the ATF Portal.

You must implement, monitor, and enforce reasonable and appropriate security measures to prevent unauthorized access or use of login, passwords, or other credentials or means of access to the Portal. You must promptly notify ATF in the event of any actual or reasonably suspected unauthorized access or of compromise to the confidentiality of login credentials, and you must provide all reasonable cooperation to ATF to appropriately address the situation to ATF's reasonable satisfaction.

Database Information

ATF includes ATF's proprietary database of ownership and contact information ("Database Information"). Unless otherwise provided herein, and subject to the license restrictions set forth in Section 3 (Limited License), the right to access and use Database Information under the applicable license is limited to the right: (i) to view the Database Information; (ii) to send information or materials to persons or institutions whose contact details are found in the database ("Database Contacts") provided that all such communications are solely for a Company business purpose related to the business of the Database Contact and comply with all applicable data protection, data privacy, e-Privacy and other laws of the applicable

jurisdiction; and (iii) to generate reports or download limited numbers of records from the database as reasonably required for normal use by Permitted Users solely for the internal business purposes of Company (and not for redistribution). If requested by ATF, you agree to promptly provide explanations or written assurances with respect to downloads or report generation that exceed typical or expected volume levels, and ATF may discontinue your ability to use any download or report generation functionality to the extent ATF determines that your downloads or report generation is excessive.

After expiration or termination of the applicable license, you may not use any Database Information for any purpose.

Relevant Personal Data is performed with adequate safeguards for the protection of the Relevant Personal Data, including ensuring that it has implemented appropriate adequate safeguards prior to any transfer of the Relevant Personal Data.

“Business to Business Communications” shall mean communications between or directed at corporate organizations (not including individuals, sole traders, or partnerships) for the purposes of selling or marketing goods and/or services to the organization, which are relevant to the business of the individuals to whom such communications are sent, and which the individual would expect to receive in his/her business role

You acknowledge that ATF cannot guarantee that third parties will not unlawfully access Data Rooms and/or Data Room Content, and ATF shall not be responsible or liable for any such access. See General Disclaimers below.

Personal Data and Usage Data

To the extent user-submitted content includes any personal data that is Relevant Personal Data, you acknowledge that (A)ATF is a data processor with respect to that Relevant Personal Data, and (B) the applicable Customer is the data controller of such Relevant Personal Data, unless another controller is specified as to data in connection with a particular Product. In addition, you acknowledge and agree that ATF may cause or permit such Relevant Personal Data to be transferred between or among various ATF affiliates, service providers and facilities. It is your and the Customer’s obligation to ensure that you have complied with applicable law with respect to the inclusion of such Relevant Personal Data in user-submitted content and in authorizing such transfers.

You acknowledge and agree that, when you sign up for, access or use a Site in connection with your use of ATF Portal, ATF may collect, store, and use your registration details, preferences, permissions, login data, and related information. This may include technical details about your computing device and browser. Additional information regarding ATF storage and handling of such personal data is set forth in ATF ‘s Privacy Note.

Collection and sharing of usage data: ATF may collect usage data pertaining to matters such as the financial offerings in which you indicate an interest, or the documentation and other content that you select to review. The collection of this information may be provided to other financial institutions or may be required by law. ATF will comply with applicable law in connection with such collection and sharing, as may be further addressed in our Privacy Policy and/or in connection with registration for or the use of the Portal.

General Disclaimers

Although ATF will endeavour to offer near-continuous access to the ATF Portal, such access is neither certain nor guaranteed, and ATF shall not be liable for any damages or other adverse consequences arising because of the unavailability of the ATF Portal (including any user-submitted content) for any period.

YOU ACKNOWLEDGE THAT ATF CANNOT GUARANTEE THAT THIRD PARTIES WILL NOT UNLAWFULLY ACCESS ATF PORTAL OR ITS THIRD-PARTY SERVICE PROVIDER'S CLOUD INFRASTRUCTURES, PLATFORMS, OR WEBSITES, AND/OR ANY ATF PORTAL CONTENT, USER-SUBMITTED CONTENT AND/OR DATA ROOM CONTENT. ATF WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED THIRD-PARTY ACCESS, OR FOR ANY ASSOCIATED UNAVAILABILITY, DISSEMINATION, OR DELETION, DESTRUCTION, DAMAGE, OR OTHER LOSS OF ANY USER-SUBMITTED CONTENT.

EXCEPT AS EXPRESSLY SET FORTH IN AN APPLICABLE CUSTOMER AGREEMENT: (I) ATF AND ITS THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR, SHALL NOT BE LIABLE FOR, AND SHALL HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS, OR ERRORS IN ANY ASPECT OF THE PORTAL, OR TO SUPPORT, MAINTAIN, IMPROVE, MODIFY, UPGRADE, UPDATE, OR ENHANCE ANY ASPECT OF THE PORTAL; AND (II) USE, DOWNLOADING, AND INSTALLATION OF ANY ATF PORTAL ARE AT YOUR OWN RISK, AND ATF AND ITS THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE AND SHALL NOT BE LIABLE FOR ANY DAMAGE TO ANY COMPUTING DEVICE IN CONNECTION WITH SUCH USE, OR ANY LOSS OF DATA THAT MAY RESULT, OR FOR ACTIONS TAKEN OR DECISIONS MADE BASED ON SUCH USE.

THE PORTAL IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. NEITHER ATF NOR ITS THIRD-PARTY PROVIDERS MAKE ANY WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF ANY ATF PORTAL CONTENT ARE ERROR-FREE, CURRENT, COMPLETE, WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE CONTINUOUSLY OR AT ANY PARTICULAR TIME, OR ARE COMPATIBLE WITH ANY PARTICULAR DEVICE, SOFTWARE, OR PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATF AND ITS THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Indemnity

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS ATF AND ITS THIRD-PARTY PROVIDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY CLAIM, SUIT, ACTION, OR LOSS (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO (I) ANY USER-SUBMITTED CONTENT POSTED BY YOU; (II) YOUR USE OF THE PORTAL, INCLUDING WITHOUT LIMITATION YOUR TRANSMISSION OF ANY COMMUNICATION OR MATERIALS TO ANY INDIVIDUAL USING THE PORTAL; OR (III) YOUR VIOLATION OF THESE TERMS, EVEN IF SUCH ANY SUCH CLAIM, SUIT, OR ACTION INCLUDES AN ALLEGATION THAT ATF OR ITS THIRD-PARTY PROVIDERS WERE NEGLIGENT.

Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW: (A) ATF AND ITS THIRD-PARTY PROVIDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING UNDER THESE TERMS OR ASSOCIATED WITH YOUR USE OF THE PORTAL, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OF DATA, LACK OR LOSS OF DATA, OR OTHER INTANGIBLE LOSSES. THE FOREGOING LIMITATIONS SHALL APPLY TO ALL CLAIMS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHER LEGAL THEORY, AND EVEN IF ATF OR A THIRD-PARTY PROVIDER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES; MOREOVER, THESE LIMITATIONS WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY RESULTING, LIMITED REMEDY.

NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT, OR LIABILITY IN A MANNER THAT IS NOT PERMISSIBLE UNDER APPLICABLE LAW. IN SOME CIRCUMSTANCES, SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF IMPLIED TERMS. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS WHICH ARE LAWFUL IN THE APPLICABLE JURISDICTION AS TO YOUR USE OF THE PORTAL WILL APPLY TO SUCH USE. WITH RESPECT TO ANY LIMITATIONS WHICH ARE NOT LAWFUL AS STATED, ATF'S AND ITS THIRD-PARTY PROVIDERS' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Revisions to Terms; Termination

ATF may revise these Terms from time to time. You may be required to agree to revised Terms as a condition of continued use of the Portal, and in any event your continued use of the Portal after the effective date of any revised Terms shall confirm your agreement to be bound by such Terms.

ATF reserves the right to reconfigure or discontinue features or functionality of the Portal at any time, with or without notice, for any reason or no reason at all, with no liability to you.

All rights granted to you by these Terms will terminate, and you will lose your status as a Permitted User, if you fail to comply with any provision of these Terms. Note that, at all times, your license to use the Portal is limited as set forth in the section Limited License above.

All provisions or obligations contained in these Terms which by their nature or effect are required or intended to be observed, kept, or performed after termination shall survive any termination of your rights under these Terms.

Copyright Notifications

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide ATF's designated agent a written notification of claimed infringement containing the following information:

1. a physical or electronic signature of the owner of or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work(s) claimed to have been infringed;
3. a description of where the material that you claim is infringing is located on ATF Portal;
4. information reasonably sufficient to permit ATF to contact you, such as your address, telephone number, and, if available, an electronic mail address at which you may be contacted;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the owner of or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ATF will process your notification in compliance with the applicable provisions. ATF designated agent to receive notifications of claimed infringement is:

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Miscellaneous

If any provision of these Terms shall to any extent be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Terms shall in no way be affected or impaired thereby and each such provision of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality, or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein. The section headings in these Terms are for convenience only and shall have no legal or contractual effect.