

i-DEALCORP.COM COMPANY TERMS AND CONDITIONS

This agreement sets out the relationship between i-Deal Corp Limited and the Company, and how the Company can list its corporate fund raising opportunities and other marketing activities on the Website.

1 Definitions and interpretation

1.1 The following terms shall have the following meanings in this agreement:

“**Account**” has the meaning given to it in clause 2.1;

“**Applicable Regulations**” has the meaning given to it in clause 7.1;

“**Authority**” means the Authority that regulates the Stock Exchange where your Company is listed on;

“**Company**” means you, either a Publicly Listed Company or Private company registered under your local laws / by-law;

“**Exchange**” means any Regulated Stock Exchange available on i-dealcorp.com;

“**iDeal**” means i-Deal Corp Limited, a company registered in England and Wales with company number: 10138210. The company’s registered office is in 2nd Floor, Berkeley Square House, Berkeley Square, London, W1J 6BD, United Kingdom;

iDeal is merely a platform to enable communications to be made.

iDeal **DOES NOT**: arrange or bring about deals; **DOES NOT** make introductions, assist, facilitate or promote deals to Company or Investor

“**Investor**” means a person which has an institutional investor account with iDeal or a private investors which has a private investor account with iDeal;

“**Listing**” means a listing or other marketing activities posted on the Website by the Company at its own responsibility communicating the availability of an investment opportunity to Investors including any content or material uploaded by the Company on the Website;

“**Relevant Person**” has the meaning given in clause 10.1;

“**Rules**” means Rules for Companies published by the Exchange and applicable laws under the Company’s country of incorporation;

“**Rules of the Exchange**” means the rules published by the Exchange;

“**Subscription Fees**” means the fees set out on the Website from time to time;

“**Warranties**” means the representations and warranties given by the Company in clause 5.1; and

“**Website**” means the website at www.i-dealcorp.com.

- 1.2 The word "including", unless the context otherwise requires, shall mean "including without limitation". The headings in this agreement are for convenience only and shall not affect its interpretation. References to a "person" shall include a natural person, corporate or incorporated body (whether or not having a separate legal personality). Unless stated otherwise references to written or writing shall include fax and email. Where either party is required to "notify" or provide "notice" to the other party this must be done in accordance with clause 17.

2 Account and Password

- 2.1 For Publicly Listed Companies only The Company shall provide iDeal with a minimum of 2 administrators personal details, username, email address and password to create the Listed Company's account (the "**Account**"). The Company must treat such information as confidential and must not disclose it to any third party. For the sake of clarity, Private Companies shall provide a minimum of 1 administrator personal details, username, email address and password to create the Company's Account.
- 2.2 If the Company knows or suspects that anyone other than the Company knows its username and password, the Company shall:
- 2.2.1 promptly notify iDeal; and
 - 2.2.2 take necessary steps to ensure that the Account is secure and any changes to the Account have been rectified including, but not limited to, resetting its password, verifying that the Account, any content and Listings have not been changed or manipulated.
- 2.3 iDeal is entitled to assume that instructions and information has been properly authorised by the Company if they are given after the username and password have been used to log into the Account.

3 Use of the Website

- 3.1 The Company shall adhere to the standards set out in this clause 3 relating to the use of the Website including, but not limited to, the posting of the Listing.
- 3.2 The Company shall not:
- 3.2.1 include in the Listing content or material; nor
 - 3.2.2 use the Website (including the use of its messaging service) in a way, that:
 - (a) is defamatory of any person, obscene, offensive, hateful, discriminatory or inflammatory;
 - (b) misleads or is likely to mislead the Institutional Investor, iDeal or any other person when using the Website;
 - (c) infringes any copyright, database right or trade mark of any other person;

- (d) is likely to harass, upset, embarrass, alarm or annoy any other person;
- (e) impersonates any other person, or misrepresents the Company's identity or affiliation with any person;
- (f) gives the impression that any content or communication emanates from iDeal, if this is not the case;
- (g) advocates, promotes or assists any unlawful act or illegal activity including copyright infringement or computer misuse; or
- (h) is a breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

3.3 In accordance with the terms of this agreement, the Company may use the Website to:

- 3.3.1 manage the Account;
- 3.3.2 view information about Investors;
- 3.3.3 upload, manage and edit the Listing, its content and status;
- 3.3.4 upload any presentations or other documentation relate to a Listing; and
- 3.3.5 communicate with Investors and iDeal.

4 Listing by Company

4.1 The Company must provide comprehensive details in the Listing. For each Listing the Company must provide the following:

- 4.1.1 the currency and amount of money the Company is looking to raise;
- 4.1.2 timing for completion of any fundraise;
- 4.1.3 the type of fundraising the Company is undertaking; and
- 4.1.4 the location of the Exchange where the Company is listed.

4.2 The Company shall:

- 4.2.1 at all times, ensure that the:
 - (a) information for each Listing set out in clause 4.1;
 - (b) content and material it uploads to the Website; and
 - (c) information about, and contact details of, the Company,is true, accurate, complete and up to date;

- 4.2.2 include a statement on all content and material it uploads to the Website that: "The use of the i-Dealcorp.com website and the access to content and material via the i-Dealcorp.com website shall not constitute any warranty representation or comfort from i-deal Corp as to the adequacy and accuracy of information provided or the suitability of Company for investment or other purposes";
- 4.2.3 manage, change or remove, as applicable, any content, materials, information, Listing immediately if it or they are incorrect or change; and
- 4.2.4 co-operate and assist iDeal in connection with iDeal's reasonable requirements.
- 4.3 The Company acknowledges that iDeal reserves the right to approve the Listing and that iDeal may in its absolute discretion reject, remove or require changes to any Listing.
- 4.4 An Investor may apply to be included on an insider list to obtain further information about the Listing. As soon as reasonably practicable upon receiving an application from an Investor to be included on an insider list, the Listed Company shall, at its discretion, accept or reject such application.
- 4.5 The Company hereby grants iDeal a non-exclusive, royalty free licence to use the Company's name and logo for use on the Website and its own marketing and promotional purposes.
- 4.6 Except where the Company has opted out on the Website, the Company agrees to be the subject of a testimonial written by iDeal about the Website. iDeal shall not publish the testimonial without the Company's consent, such consent not to be unreasonably withheld or delayed.

5 Representations and Warranties

- 5.1 The Company represents and warrants that on an on-going basis as if repeated by reference to the facts and circumstances subsisting from time to time:
 - 5.1.1 the Company is registered accordingly to the laws of its country of incorporation and if the Company is a Publicly Listed Company that the Company is listed accordingly to the rules of the Exchange;
 - 5.1.2 the information it provides for the Listing shall at all times be true and accurate in all respects and not misleading, whether by omission or otherwise, and where appropriate, will contain all information and expressions of opinion necessary for legal or regulatory purposes and all such opinions will be honestly held and made after due and careful consideration and there are no facts known, the omission of which would make any such statements or expressions misleading;
 - 5.1.3 the Company will only use the Website in connection with the subscription of new shares, securities, bonds or convertible instruments and will not use the Website in connection with the sale of existing shares or securities;

- 5.1.4 it has all necessary authority, approvals, licences and consents which are necessary or desirable to advertise the Listing and distribute any content and material to Investors or other parties; and
- 5.1.5 neither the Company nor any member of its group has taken any action, nor have any other steps been taken or legal proceedings started or, so far as the Company and its directors are aware (having made reasonable enquiries), threatened against the Company nor any member of the group for its administration, winding-up or dissolution, or for the Company or any member of the group to enter into any arrangement or composition for the benefit of creditors, or for the appointment of an administrative receiver, administrator, receiver, trustee or similar officer in respect of the Company or any member of the Group or of any of its interests, properties, revenues or assets, nor have any orders been made for any of the foregoing,

the Company provides these Warranties to, and may be relied on and enforced by, iDeal and the Investor with the consent of iDeal in its absolute discretion.

- 5.2 Each Warranty shall be interpreted as separate and independent and shall be without prejudice to any other Warranty.
- 5.3 The Company undertakes immediately to notify iDeal in writing if it comes to its knowledge at any time whilst the Company has a Listing that any of the Warranties was, when given, untrue, inaccurate or misleading or that any of the Warranties has or may become untrue, inaccurate or misleading whilst the Company has a Listing as if repeated by reference to facts or circumstances subsisting from time to time.
- 5.4 If, at any time whilst the Company has a Listing, iDeal receives notification pursuant to clause 5.3 or otherwise becomes aware of any fact or circumstance which constitutes or may constitute a breach of any of the Warranties or which would indicate that any of the Warranties has become or may become untrue, inaccurate or misleading by reference to facts or circumstances from time to time subsisting, iDeal may (without prejudice to any further rights under this agreement) require the Company at its own expense to make or cause to be made such announcement and/or despatch such communication as iDeal shall, reasonably consider necessary.

6 iDeal's terms

- 6.1 iDeal does not guarantee that the Company will receive any, or any particular level of, enquiries, interest or investment from this agreement.
- 6.2 iDeal does not warrant, represent or guarantee that an Investor which applies to be put on an insider list has the authority, licences and consents necessary to invest in the Company and the Company must make its own investigations and obtain its own comfort on this issue.
- 6.3 The Company acknowledges that iDeal's role is to provide a communication platform between the Company and Investors. The Company agrees that subject to clause 9.1, and except where iDeal is in breach of its obligations under this agreement, iDeal shall not be liable to the Company for any claims, liabilities or losses arising out of or in connection with the Listing.

- 6.4 iDeal gives no guarantee as to the availability of the Website and may temporarily suspend access to the Website for any reason without prior notice.
- 6.5 The Company hereby acknowledges and agrees that iDeal shall be under no duty to disclose to the Company or use for its benefit anything that may come to the attention of iDeal or any person or company affiliated with iDeal in the course of rendering similar services to other customers, whether or not iDeal or any company or person affiliated with iDeal is involved in providing services to the Company.
- 6.6 iDeal does not represent that any materials on the Website are appropriate or available for use in any particular location. The Company shall not export, directly or indirectly, any technical data acquired from iDeal under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 6.7 The Company undertakes:
- 6.7.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- 6.7.2 if requested, to provide iDeal with any reasonable assistance, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

7 Regulation

Any services provided by iDeal pursuant to this agreement may be, to the extent relevant to such services, subject to the rules, regulations, requirements, practices and guidelines of regulators for the time being in force of the country and or the Exchange on which the Company is incorporated and or listed and that the Company agrees and accepts that the obligations of iDeal to it will not restrict the freedom of iDeal to take all steps which iDeal considers to be necessary or desirable to comply with all such rules, regulations, requirements, practices, guidelines and law (together the "**Applicable Regulations**").

- 7.1 The Company confirms and undertakes that it will abide by all Applicable Regulations and procure that its directors, officers, employees, servants and agents abide by all such Applicable Regulations. The Company confirms and undertakes that it will comply with the terms of any such authorisations, consents, approvals and authorities referred to in clause 5.1.4 and procures that the same will remain in full force and effect.
- 7.2 The Company acknowledges and accepts that iDeal may be required by the Applicable Regulations or by regulatory agencies and authorities to disclose information and deliver documents relating to the Company and/or its directors in relation to this agreement to the Exchange, other governmental or regulatory bodies. The Company expressly authorises any such disclosure or delivery.

- 7.3 The Company undertakes to obtain appropriate advice (including legal advice) in respect of all laws and regulations which may be applicable to it in any jurisdiction in connection with the Listing and the Website and to follow such advice.
- 7.4 The Company acknowledges that iDeal is not responsible for providing any legal advice or other advice to the Company in respect of any Applicable Regulations.

8 Fees and Payment

- 8.1 In consideration for permitting the Company to create the Account, use the Website and the opportunity to upload the Listing, the Company shall pay to iDeal the Subscription Fees at the intervals listed on the Website.
- 8.2 iDeal may contact the Company in the final month of any period which the Subscription Fees cover and take payment for the subsequent period.
- 8.3 The Subscription Fees are exclusive of VAT, which will be added to the fees at the appropriate rate and payable by the Company.
- 8.4 Without prejudice to any other rights iDeal may have, if the Company fails to pay iDeal in accordance with this clause 8, iDeal may suspend access to the Website and the Account until payment has been made in full.

9 Liability

- 9.1 Any provisions in this agreement excluding or limiting liability will apply regardless of the form of action, whether under statute, in contract or tort including negligence or otherwise. Nothing in this agreement in any way excludes or limits either party's liability for: negligence causing death or personal injury, fraudulent misrepresentation, fraud or for any liability which may not legally be excluded or limited.
- 9.2 Subject to clause 9.1, the aggregate liability of iDeal to the Company in respect of any cost, loss, damage, claim and expenses suffered or incurred directly or indirectly under or in connection with its breach of this agreement shall be limited to the Subscription Fees paid to iDeal in the twelve (12) months preceding the act or omission complained of.
- 9.3 Subject to clause 9.1, iDeal shall not be liable for:
- 9.3.1 any defects or errors in the Website;
 - 9.3.2 the accuracy, completeness or legality of any data, content or other information provided by the Investor;
 - 9.3.3 interruptions in or unavailability of the Website; or
 - 9.3.4 any breach of any obligations due to a cause beyond iDeal's reasonable control.
- 9.4 iDeal shall not be liable for any:

- 9.4.1 loss, damage or distress arising from accessing the Website, reliance on information or reliance on availability of the Website;
- 9.4.2 loss of business, customers or profits; or
- 9.4.3 indirect, consequential or economic loss, damage or distress (including any such loss, damage or distress arising from unauthorised use of or damage to data or content uploaded by the Listed Company),

which the Company suffers in relation to this agreement, or use of the Website.

- 9.5 Both parties exclude all terms that are not expressly stated in this agreement, including, but not limited to, any implied warranties as to quality, fitness for purpose or ability to achieve a particular result.

10 Indemnity

- 10.1 The Company undertakes with iDeal for itself its successors, assigns, parent, subsidiaries and affiliates, and its directors, officers, employees, and agents (each being a "**Relevant Person**") to hold each Relevant Person fully and effectively indemnified from and against all losses, claims, expenses, damages, liabilities, actions, demands, proceedings and judgements made, brought or threatened against any Relevant Person (whether or not successful, compromised or settled) in any jurisdiction by any person, governmental agency or regulatory body whatsoever and against all liabilities, losses, damages, charges, costs and expenses which any Relevant Person may pay, suffer or incur (including, but not limited to, those paid, suffered or incurred in investigating, responding to and/or disputing and/or appealing against any claim, action or demand and/or in establishing its right to be indemnified pursuant to this clause 10.1 and seeking advice in respect of any of the same and whether or not resulting in liability on the part of iDeal or such other Relevant Person) and which in any such case arises, directly or indirectly, out of or is attributable to or would not have arisen but for the actions or inactions of the Company, or as a result of iDeal being a party to this agreement unless and to the extent that the same is finally determined by a court of competent jurisdiction to have resulted from the gross negligence, wilful default or fraud of iDeal or any material breach by iDeal of its obligations under this agreement or any material breach by any Relevant Person of any obligations under the rules set out in the regulatory system to which such Relevant Person is subject to as determined by the appropriate regulatory authority.
- 10.2 The Company shall further indemnify and hold harmless each Relevant Person against all losses, claims, expenses, damages, liabilities, actions, demands, proceedings and judgements made, brought or threatened against any Relevant Person (whether or not successful, compromised or settled) in any jurisdiction by any person, governmental agency or regulatory body whatsoever and against all liabilities, losses, damages, charges, costs and expenses which any Relevant Person may pay, suffer or incur (including, but not limited to, those paid, suffered or incurred in investigating, responding to and/or disputing and/or appealing against any claim, action or demand and/or in establishing its right to be indemnified pursuant to this clause 10.2 and seeking advice in respect of any of the same and whether or not resulting in liability on the part of iDeal or such other Relevant Person) arising out of the breach by the Company of this agreement. iDeal shall have the sole right to control the defence and settlement of any such claim save that iDeal

shall consult with the Company prior to any settlement. The Company agrees to provide reasonable assistance to iDeal at the Company's expense in the defence of same.

- 10.3 The Company agrees that it will not, without the prior written consent of iDeal settle or compromise or consent to the entry of any judgement with respect to any pending or threatened claim in respect of which indemnification may be sought under this clause 10 (whether or not iDeal is an actual or potential party to such claim) unless such settlement, compromise or consent includes an unconditional release of iDeal from all liabilities arising out of such claim.
- 10.4 Each Relevant Person shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce its rights against the Company under clause 10 of this agreement notwithstanding that such Relevant Person is not a party to this agreement provided that such Relevant Person must obtain the written consent of iDeal before it may bring proceedings to enforce the terms of clause 10 and, save to the extent notified in writing by iDeal to the relevant Relevant Person, iDeal (without obligation) shall have the sole conduct of any such action on behalf of any Relevant Person and iDeal and the Company agree that this agreement may be amended by the parties hereto without the consent of any such Relevant Person.
- 10.5 The indemnities set out in this agreement shall survive the termination of this agreement and shall be in addition to and not be construed to limit, affect or prejudice any other right or remedy available to iDeal or any Relevant Person and any such indemnities shall be enforceable by it only to the extent that such enforcement is not prohibited under any applicable rules.
- 10.6 All sums payable under the indemnities in clause 10 shall be paid free and clear of all deductions or withholdings save as may be required by law. Should any amount paid or payable under this clause 10 to iDeal or any of the Relevant Persons be itself subject to tax in the hands of the recipient or be required to be paid under any deduction or withholding, the Company shall pay such sum as will after any such tax, deduction or withholding leave the recipient with the same amount as he would have had if no such tax had been payable and no deduction or withholding had been made, and such payments and adjustments shall be made as may be necessary to give effect to this clause 10.6.

11 Termination and Suspension

- 11.1 iDeal may at any time whether with or without cause and with notice immediately:
 - 11.1.1 suspend the Account including removal of all Listings; and/or
 - 11.1.2 terminate this agreement.
- 11.2 The Company may terminate this agreement at any time by giving at least three (3) months' notice to iDeal.
- 11.3 Upon termination of this agreement for any reason:
 - 11.3.1 accrued rights and liabilities will be unaffected;
 - 11.3.2 the Account shall be deleted;

- 11.3.3 all Listings shall be removed from the Website; and
- 11.3.4 all clauses which are expressed or clearly intended to survive termination including, clause 5 (Representations and Warranties) and clause 10 (Indemnity) together with any other provision necessary for the interpretation or enforcement of this agreement shall survive.
- 11.3.5 For the avoidance of doubts no refund or partial refund of the subscription fee paid by the Company will be made by iDeal to the Company

12 Intellectual Property Rights

- 12.1 iDeal is the owner or licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world.
- 12.2 The Company may print off one copy, and may download extracts of any page(s) from the Website for internal business purposes only.
- 12.3 Except for content uploaded by the Company, the Company must not modify the paper or digital copies of any materials which the Company has printed off or downloaded in any way, and the Company must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4 iDeal's status (and that of any identified contributors) as author of the content on the Website must always be acknowledged, which for the purposes of this agreement is distinguished from the content and material uploaded by the Company onto the Website.
- 12.5 Except for content uploaded by the Company, the Company must not use any part of the Website for commercial purposes without obtaining a licence to do so from iDeal or its licensors.
- 12.6 If the Company prints off, copies or downloads any part of the Website in breach of this agreement, iDeal may terminate this agreement and the Company must, at the option of iDeal, return or destroy any copies of the materials the Company has made.

13 Confidentiality

- 13.1 The Company shall keep in confidence any information in any form (including oral) of a confidential nature obtained in connection with this agreement and shall not without our prior written consent use that information other than for the purposes of this agreement or disclose it to any person.
- 13.2 This clause shall not apply to information that:

- 13.2.1 becomes public knowledge or has been published other than through a breach of this agreement;
 - 13.2.2 is lawfully in the possession of the recipient before the disclosure took place;
 - 13.2.3 is obtained from a third party who is free to disclose it; or
 - 13.2.4 a party is requested to disclose and, if it did not, could be required by law or regulation or competent authority to do so.
- 13.3 The Company acknowledges the right of iDeal to retain copies of any documentation belonging to the Company.

14 Privacy notice

The Company agrees that iDeal may use personal data of the Company in accordance with iDeal's privacy policy, which can be found at www.i-dealcorp.com.

15 Viruses

- 15.1 iDeal does not guarantee that the Website will be secure or free from bugs or viruses.
- 15.2 The Company is responsible for configuring its information technology in order to access the Website and must use virus protection software.
- 15.3 The Company shall not:
 - 15.3.1 misuse the Website by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
 - 15.3.2 attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website; nor
 - 15.3.3 attack the Website via a denial-of-service attack or a distributed denial-of service attack.

16 Links

- 16.1 The Company may link to the home page of the Website, provided it does so in a way that is fair and legal and does not damage the reputation nor take advantage of iDeal.
- 16.2 The Company shall not establish a link:
 - 16.2.1 in such a way as to suggest any form of association with, approval or endorsement by iDeal where none exists; or
 - 16.2.2 to the Website in any website that is not owned by the Company.

- 16.3 The Website must not be framed on any other site, nor may the Company create a link to any part of the Website other than the home page.
- 16.4 Where the Website contains links to other sites and resources provided by third parties, these links are provided for information only and the Company acknowledges that iDeal has no control over the contents of those sites or resources.

17 Notices

- 17.1 Any notice or other information required or authorised by this agreement to be given by any party may be by email (provided that the email has not been returned).
- 17.2 Any notice or other information given by email where such email has not been returned shall be deemed to have been given at time the email is sent.
- 17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18 General

- 18.1 The Company agrees promptly to provide to iDeal all information reasonably requested by it in order to enable it to verify compliance with the terms of this agreement.
- 18.2 The Company authorises iDeal to make such enquiries and obtain such references as it may consider necessary to fulfil its statutory obligations under the UK Money Laundering legislation. The Company also authorises iDeal to make such further enquiries as it may from time to time consider necessary.
- 18.3 This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any previous communications or agreements between the parties. Both parties acknowledge that there have been no misrepresentations and that neither party has relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to the terms of this agreement is excluded.
- 18.4 Neither party is liable for breach of this agreement if the failure or delay is caused by any circumstances beyond the party's reasonable control.
- 18.5 Unless otherwise stated in this agreement, no amendment or variation of this agreement shall be effective unless in writing or posted on the Website (not email), expressed to be an amendment to this agreement and signed or consented to by a duly authorised representative of each of the parties.
- 18.6 The Company shall not assign the whole or any part of its rights or obligations under this agreement without the prior written consent of iDeal, not to be unreasonably withheld or delayed.
- 18.7 The failure of a party to exercise or enforce any right under this agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

- 18.8 If any provision of this agreement is held to be unlawful, void or unenforceable in whole or in part, this agreement shall continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the offending provision in good faith to achieve the same objects.
- 18.9 Save insofar as expressly provided otherwise in this agreement, no third party may enforce any clause in this agreement under the Contracts (Rights of Third parties) Act 1999.
- 18.10 This agreement shall be governed by and construed in all respects in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the Courts of England and Wales, provided that nothing contained in this clause shall be taken to have limited the right of iDeal to proceed in the courts of any other competent jurisdiction.