

i-DEALCORP.COM INVESTOR TERMS AND CONDITIONS

This agreement sets out the relationship between i-Deal Corp Limited and the Investor, and how the Investor can use 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;

“**CJA**” means the Criminal Justice Act 1993;

“**Company**” means both a Publicly Listed Company and a Private Company, which has a company account with iDeal;

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

“**FCA**” means the Financial Conduct Authority;

“**FCA Rules**” has the meaning given to it in clause 7.1.1;

“**FPO**” means Financial Services and Markets Act 2000 (Financial Promotion) Order 2005;

“**FSMA**” means the Financial Services and Markets Act 2000;

“**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;

“**Institutional Investor**” means a person who registers under its own responsibility to be of the kind described in Article 19 (Investor Professional) or Article 49 (High Net Worth Companies, Unincorporated Associations, etc) of the FPO;

“**Investor**” means you, a person who uses the Website, but is not an Institutional Investor;

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

“**Relevant Person**” has the meaning given in clause 9.1;

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

“**Subscription Fees**” means the fees payable in return for access to the Account and the Website as set out on the Website from time to time;

“**Warranties**” means the representations and warranties given by the Investors 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 16.

2 Account and Password

- 2.1 The Investor shall provide iDeal with personal details, a username, email address and password to create the Investor's account (the "**Account**"). The Investor must treat such information as confidential and must not disclose it to any third party. The Institutional Investor shall provide iDeal with a minimum of 2 administrators with personal details, a username, email address and password to create the Institutional Investor's account. From here on in this agreement Institutional Investors and Investors will be referred to as "**Investor or Investors**".
- 2.2 If the Investor knows or suspects that anyone other than the Investor knows its username and password, the Investor 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 or any content has not been changed or manipulated.
- 2.3 iDeal is entitled to assume that instructions and information has been properly authorised by the Investor 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 Investor shall adhere to the standards set out in this clause 3 relating the use of the Website.
- 3.2 The Investor shall not:
- 3.2.1 upload content or material to the Website; 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 Investor'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 Investor may use the Website to:

3.3.1 manage the Account;

3.3.2 upload and manage its content and status; and

3.3.3 communicate with iDeal and / or Companies registered on i-Deal.

3.4 iDeal does not represent that any materials on the Website (including the information included as part of a Listing or other marketing activities) are appropriate or available for use in any particular location. The Investor 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.

3.5 The Investor undertakes:

3.5.1 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

3.5.2 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.

4 Listings and Promotion

The Investor acknowledges that 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. Subject to clause 8.1 and except where iDeal is in material breach of its obligations under this agreement, iDeal shall not be liable to the Investor for any claims, liabilities or losses arising out of or in connection with the Listing or any content or material uploaded on the Website.

4.1 The Investor shall:

4.1.1 at all times, ensure that the:

- (a) content and material it uploads to the Website; and
 - (b) information about, and contact details of, the Investor,
- is true, accurate, complete and up to date;
- 4.1.2 manage, change or remove, as applicable, any content, materials, information immediately if it or they are incorrect or change; and
- 4.1.3 co-operate and assist iDeal in connection with iDeal's reasonable requirements.
- 4.2 The Investor acknowledges that iDeal reserves the right to approve all content and materials uploaded by the Investor and that iDeal may in its absolute discretion reject, remove or request changes to any such content and materials.
- 4.3 iDeal does not warrant, represent or guarantee that the content in any Listing or any content or material uploaded on the Website by the Company or any other content on the Website is true, accurate and complete or up-to-date.
- 4.4 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.
- 4.5 The Investor hereby grants iDeal a non-exclusive, royalty free licence to use the Investor's name and logo for use on the Website and marketing and promotional purposes.
- 4.6 Except where the Investor has opted out on the Website, the Investor agrees to be the subject of a testimonial written by iDeal about the Website. iDeal shall not publish the testimonial without the Investor's consent, such consent not to be unreasonably withheld or delayed.
- 4.7 The Investor who has an account will only be able to view the information uploaded to the Website in respect of the Company, which is not anonymised if the Company has made the Investor insider. The Company has absolute discretion in respect of authorising an Investor to become insider.

5 Representations and Warranties

- 5.1 The Investor represents, warrants and undertakes that they fully understand that 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.
- 5.2 The Investor undertakes immediately to notify iDeal in writing if it comes to its knowledge at any time that the Warranty was, when given, untrue, inaccurate or misleading or that the Warranty has or may become untrue, inaccurate or misleading as if repeated by reference to facts or circumstances subsisting each time that the Investor accesses the Website.

6 Fees and Payment

- 6.1 The Investor shall pay to iDeal the Subscription Fees from time to time. iDeal will notify the Investor each time the Subscription Fees are changed.
- 6.2 iDeal may contact the Investor in the final month of any period which the Subscription Fees cover and take payment for the subsequent period.

- 6.3 The Subscription Fees are exclusive of VAT, which will be added to the fees at the appropriate rate and payable by the Investor.
- 6.4 Without prejudice to any other rights iDeal may have, if the Investor fails to pay iDeal in accordance with this clause 6, iDeal may suspend access to the Website until payment has been made in full.

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 in the country and or the Exchange on which a Company is incorporated and or listed and that the Investor 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 applicable law and regulations of the United Kingdom and elsewhere, including, but not limited to, the Companies Act 2006, the CJA and the FSMA, (together the "**Applicable Regulations**").

- 7.1 The Investor 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 Investor and/or its directors in relation to this agreement to the Exchange, the FCA, other governmental or regulatory bodies. The Investor expressly authorises any such disclosure or delivery.
- 7.2 The Investor acknowledges that iDeal has not made and will not make and it not and will not be responsible for any invitation in respect of investment activities in any Companies.
- 7.3 The Investor undertakes to obtain appropriate advice (including legal advice) in respect of all laws and regulations which may be applicable to it in the United Kingdom or any other jurisdiction in connection with the Listing and the Website and to follow such advice.
- 7.4 The Investor acknowledges that iDeal is not responsible for providing any legal advice or other advice to the Investor or the Company in respect of any Applicable Regulations.
- 7.5 The Investor warrants and undertakes that it shall not rely on any information posted on the Website by any other Investors or Companies and shall perform its own due diligence and carry out such investigations as it may deem necessary to satisfy itself that any information provided is accurate and acknowledges that iDeal is not responsible for such information.
- 7.6 Some or all of the information posted on the Website or the Listing, whether by iDeal or a Company may be inside information for the purposes of the CJA and the Investor undertakes not to deal in securities that are price affected securities (as defined in the CJA) in relation to the inside information, encourage another person to deal in price affected securities or disclose the inside information except as permitted by the CJA before the inside information is made public.

8 Liability

- 8.1 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.

- 8.2 Subject to clause 8.1, the aggregate liability of iDeal to the Investor 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 greater of: £100 (one hundred GBP); or the Subscription Fees paid to iDeal in the twelve (12) months preceding the act or omission complained of.
- 8.3 Subject to clause 8.1, iDeal shall not be liable for:
- 8.3.1 any defects or errors in the Website;
 - 8.3.2 the accuracy, completeness or legality of any data, content or other information provided by the Company, Institutional Investors or other Investors;
 - 8.3.3 interruptions in or unavailability of the Website; or
 - 8.3.4 any breach of any obligations due to a cause beyond iDeal's reasonable control.
- 8.4 iDeal shall not be liable for any:
- 8.4.1 loss, damage or distress arising from accessing the Website, reliance on information or reliance on availability of the Website;
 - 8.4.2 loss of business, customers or profits; nor
 - 8.4.3 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 Investor),

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

- 8.5 Both parties exclude all terms that are not expressly stated in the agreement, including but, not limited to, any implied warranties as to quality, fitness for purpose or ability to achieve a particular result.
- 8.6 Subject to clause 8.1 the Investor warrants, represents and undertakes to hold iDeal harmless from any claim as a result of the Investor accessing the Website or making any investment based on any information derived from the Website.

9 Indemnity

- 9.1 The Investor 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 9.1 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 Investor, 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 FCA Handbook or the regulatory system to which such Relevant Person is subject to under FSMA (as determined by the appropriate regulatory authority).

- 9.2 The Investor 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 9.2 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 Investor 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 Investor prior to any settlement. The Investor agrees to provide reasonable assistance to iDeal at the Investor's expense in the defence of same.
- 9.3 The Investor 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 9 (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.
- 9.4 Each Relevant Person shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce its rights against the Investor under clause 9 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 9 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 Investor agree that this agreement may be amended by the parties hereto without the consent of any such Relevant Person.
- 9.5 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 the rules of the FCA Handbook.
- 9.6 All sums payable under the indemnities in clause 9 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 9 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 Investor 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 9.6.

10 Termination and Suspension

10.1 iDeal may at any time whether with or without cause and with notice immediately:

10.1.1 suspend the Account; and/or

10.1.2 terminate this agreement.

10.2 The Investor may terminate this agreement at any time by giving at least three (3) months' notice to iDeal.

10.3 Upon termination of this agreement for any reason:

10.3.1 accrued rights and liabilities will be unaffected;

10.3.2 the Account shall be deleted;

10.3.3 all material and content uploaded by the Investor shall be removed from the Website; and

10.3.4 all clauses which are expressed or clearly intended to survive termination, including clause 5 (Representations and Warranties) and clause 9 (Indemnity) together with any other provision necessary for the interpretation or enforcement of this agreement shall survive.

10.3.5 For the avoidance of doubts no refund or partial refund of the subscription fee paid by the Investor will be made by iDeal to the Investor.

11 Intellectual Property Rights

11.1 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.

11.2 The Investor must not print off, copy or download, in any way, any materials off or any part of the Website.

11.3 The Investor must not use any part of the Website for commercial purposes without obtaining a licence to do so from iDeal or its licensors.

11.4 If the Investor prints off, copies or downloads any materials off or any part of the Website, iDeal may terminate this agreement and the Investor must, at the option of iDeal, return or destroy any copies of the materials the Investor has made.

12 Confidentiality

- 12.1 The Investor 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 iDeal's prior written consent use that information other than for the purposes of this agreement or disclose it to any person.
- 12.2 This clause shall not apply to information that:
- 12.2.1 becomes public knowledge has been published other than through a breach of this agreement;
 - 12.2.2 is lawfully in the possession of the recipient before the disclosure took place;
 - 12.2.3 is obtained from a third party who is free to disclose it; or
 - 12.2.4 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 Privacy notice

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

14 Viruses

- 14.1 iDeal does not guarantee that the Website will be secure or free from bugs or viruses.
- 14.2 The Investor is responsible for configuring its information technology in order to access the Website and must use virus protection software.
- 14.3 The Investor shall not:
- 14.3.1 misuse the Website by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
 - 14.3.2 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
 - 14.3.3 attack the Website via a denial-of-service attack or a distributed denial-of service attack.

15 Links

- 15.1 The Investor 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.
- 15.2 The Investor shall not establish a link:
- 15.2.1 in such a way as to suggest any form of association with, approval or endorsement by iDeal where none exists; or
 - 15.2.2 to the Website in any website that is not owned by the Investor.

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

16 Notices

- 16.1 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) or by posting a notice on the Website.
- 16.2 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.
- 16.3 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.

17 General

- 17.1 The Investor 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.
- 17.2 The Investor authorises iDeal to make such enquiries and obtain such references as it may consider necessary to fulfil its statutory obligations under the United Kingdom Money Laundering legislation or under FCA Rules. The Investor also authorises iDeal to make such further enquiries as it may from time to time consider necessary.
- 17.3 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.
- 17.4 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.
- 17.5 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 on your behalf by a duly authorised representative of each of the parties.
- 17.6 The Investor 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.
- 17.7 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.

- 17.8 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.
- 17.9 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.
- 17.10 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.