

CORPORATE ISSUER TERMS & CONDITIONS

VERSION 2 – APRIL 2023

Ayomi Financial Services Limited is a Cyprus Investment Firm (CIF) regulated and supervised by the Cyprus Securities and Exchange Commission (CySEC) with Licence No. 402/21. 171, Arch. Makariou III, Vanezis Business Center, 4th floor, Office 401C, 3027 Limassol, Cyprus.
Info@ayomi.pro.

The Corporate Issuer Terms & Conditions, as such may be amended, supplemented or modified from time to time (the “**Agreement**”), will take effect as from the date of acceptance of the Agreement. The present corporate issuer agreement may consist of and/or be supplemented by other documents agreed between ourselves and yourself, including, without limitation, documents setting out others terms and conditions that shall govern our relationship and shall be in addition to and supplemental to those contained herein under. Accordingly, references herein to the term “**Agreement**” shall include, and deem to include, such other documents as aforesaid unless the context otherwise permits.

1. SCOPE OF THE AGREEMENT

1.1 This Agreement governs the contractual relationship between you (“**Corporate Issuer**”, “**Issuer**”, “**you**” or “**your**” as appropriate) and Ayomi Financial Services Limited, a limited liability company registered and existing under the laws of the Republic of Cyprus with registration number HE 411518, carrying out its business from 171 Arch. Makariou III, Vanezis Business Center, 4th floor, Office 401, 3027, Limassol, Cyprus, authorised and regulated by the Cyprus Security and Exchange Commission (“**CYSEC**”), with license No. 402/21 (the “**Company**”, “**AFS**”, “**we**”, “**our**” or “**us**” as appropriate) concerning and relating to the services provided by and offered by the Company to you (“**Services**”) and your activity with us.

1.2 **Please ensure you take sufficient time to read the Agreement carefully as well as any other legal documentation and additional information available via our website: www.ayomi.fr/cy (“**Website**”) and ensure that you fully understand and agree with each and every term and condition hereof and thereof prior to entering into a contractual relationship with us, opening an account and/or carrying out any activity with us.**

Should you need any further clarification, please contact us. For more information, please visit our www.ayomi.fr/cy (“**Legal Page**”).

1.3 By accepting these terms and conditions you enter into a legally binding agreement with us and acknowledge that you have fully read, understood and fully accepted the terms and conditions of the Agreement and any related policies. Please note that the Distance Marketing of Consumer Financial Services Law N.242(I)/2004, which implements the EU Directive 2002/65/EC, does not require the Agreement to be physically signed by either you or the Company in order for both the abovementioned parties to be legally bound by it.

2. OUR BUSINESS

2.1 The Company uses the Ayomi Platform to facilitating the transfer of securities (group's proprietary platform) ("**Platform**").

2.2 The Company provides the following investment services for the following financial instruments:

(a) Investment services and activities:

- Reception and transmission of orders in relation to one or more financial instruments.
- Execution of orders on behalf of clients.
- Investment advice.
- Placing of financial instruments without a firm commitment basis.

No ancillary services are provided by the Company.

(b) Financial instruments: transferable securities.

2.3 The Company is entitled to refuse the provision of any investment service to you, at any time it deems so necessary without being obliged to inform you in advance of the reason(s) to do so.

3. SERVICES AND ACCESS THERETO

3.1 In order to access our Services, you are required to submit an application by completing a form published on our Website under the corporate issuers section (the "**Application**").

3.2 By submitting the Application, you authorize us to use all the information you have provided us with, and to conduct further enquiries about you as we, in our sole discretion, may deem necessary or appropriate under the circumstances, including but not limited to confirming the identification information, financial standing and requesting additional information etc. We may conduct any searches as we deem appropriate at any stage of our relationship with you; and you have the obligation to cooperate with us fully and provide us with any information required promptly. You understand that, failure to do so may lead to the termination of the relationship between you and us. We may further conduct any searches with third parties for the purpose to verify your identity against any particulars on any database to which such third parties have access to (this includes, but is not limited to, know-your-client and anti-money laundering databases).

- 3.3 We will evaluate the Application and get in touch with you (using the contact details and through the means you have provided us with) in order to discuss your request, determine or elaborate on your exact requirements and confirm or not our engagement (at first instance, verbally and thereafter in writing).
- 3.4 In doing so, we will rely on the information you have provided us with (whether through the Application or otherwise) as being correct, complete and accurate, unless you notify us otherwise in writing. It is your responsibility to inform us in writing if any of the details provided have subsequently changed and/or are not accurate and/or incorrect.

4. KNOW YOUR CLIENT

- 4.1 You agree to provide true, current and complete information about yourself during the application process and throughout your relationship with us, as required by applicable law. Following the submission of the Application and subject to 3.3 above, we will ask that you provide certain documentation to identify yourself and to verify the information you have submitted to us.
- 4.2 You will be required to supply us with the following (non-exhaustive) identification documents:
- (a) certificate of incorporation,
 - (b) certificate of goodwill,
 - (c) certificate of shareholder,
 - (d) certificate of directors and secretary,
 - (e) certificate of registered office,
 - (f) Identification Documents (Valid Proof of Identity and Proof of Residence not older than 3 months old) of the Ultimate Beneficial Owner, Legal Representative and/or Authorised Signatory.

(the “**KYC Documents**”).

You acknowledge and agree that we may require you to provide document in addition to the list referred to above and in such a case, you further agree to supply the same to us within the time limits stipulated below. Accordingly, reference to “KYC Documents” herein shall be construed to include any such additional documents as aforesaid.

- 4.3 The collection and approval the KYC Documents will need to be completed within a period of 15 (fifteen) calendar days from the establishment of a business relationship with us and no later than the project is made available to potential investor.
- 4.4 If the verification procedure is not completed within 15 (fifteen) calendar days from the establishment of a business relationship, we may, depending on the circumstances, suspend and/or close your account and you will no longer be able to trade or otherwise use our Services.
- 4.5 The third-party payment service providers and/or credit institutions, that we use to accept, process and make payments, shall not be able to release any funds to you unless you first agree and comply with the entirety of the Agreement, including without limitation, provide the required KYC Documents.
- 4.6 We reserve the right to refuse or reject an Application at our own discretion or based on regulatory restrictions imposed on us.

5. CLIENT CATEGORIZATION

The Company categorizes its clients in 3 (three) main categories (note that categorisation criteria can be changed following amendment of applicable laws):

- (a) eligible counterparty(ies);
- (b) professional clients; and
- (c) retail clients,

in accordance with CYSEC rules, as amended from time to time. For more information, please read the Client Categorization Policy on our Legal Page.

6. DECLARATIONS AND GUARANTEES

You hereby declare and guarantee to the Company, on the date of acceptance of the Agreement and on each date of payment of the remuneration due to the Company:

- (a) that you are a validly constituted company, duly registered and validly existing under the law of your country of registration;
- (b) that you have the required capacity to be the valid owner of your respective assets as well as to carry out the activities that you currently carry out;

- (c) that you have the necessary authority, capacity, and power to enter into and execute the Agreement and enter into a contractual relationship with us on the terms and conditions hereof and as otherwise may be notified by us in writing to you, and to perform and fulfil all your obligations arising as a result thereof and in connection thereto;
- (d) that the entry into, execution, and performance of the Agreement has been duly authorized by your competent corporate bodies;
- (e) that all other authorizations, licenses, approvals or agreements required or necessary for the conclusion, execution, validity or enforceability of the Agreement have been obtained and remain in full force and effect;
- (f) that the person signing the Agreement on behalf of the Issuer has the necessary power and authority to sign the name and on behalf of the Issuer;
- (g) that the obligations incumbent on you under the Agreement to which you are a party to are in accordance with the law, valid and enforceable upon you;
- (h) that the entry into, execution of the Agreement and performance of your obligations pursuant thereto and resulting therefrom are not, and will not be, contrary:
 - (i) to any law or regulation applicable to you;
 - (ii) to your constitutive documents; and/or
 - (iii) to any contract or act obliging or committing any of your assets and/or business.
- (i) without prejudice to 6 (d) and (e) above, that all necessary authorizations, permissions, approvals and permits so that (i) you can enter into and execute the Agreement, exercise the rights and fulfil the obligations resulting therefrom, (ii) the placement of your financial instruments can be carried out within the agreed and/or prescribed time frame and (ii) the Agreement is admissible as evidence before Cyprus courts, have been obtained and are in full force and effect;
- (j) that the accounting and financial documents submitted to us are correct, accurate and up to date and have been prepared in accordance with applicable accounting principles and give a true and fair view of your financial situation at

the end of the financial year to which they relate, and of your operations at during the financial year to which they relate;

- (k) that none of your managers and/or legal representatives and/or officers exercises or has exercised an activity or has committed an act in violation of, or has violated any regulations in the fight against money laundering, corruption or terrorism, anti-bribery, in force in any competent jurisdiction;
- (l) that no proceedings have been initiated against you.

7. BILLING

7.1 In consideration of the Services or any part thereof rendered to you by us, you agree to pay to us the following amounts in the EUR currency:

- (a) a Fix Administrative Fees Amount (the “**Application Fees**”), at the account opening stage that covers the due diligence and operational costs for the evaluation and establishment of the project campaign. The Fees & Costs shall be presented by the Company in a specific Costs & Fees Section.
- (b) an amount that is equivalent to 7% (seven per cent) of the total amount raised through the Platform, plus VAT, with a maximum payable fee of 10% (ten per cent), plus VAT (“**Fee on the Amount Raised**”).

7.2 In the event that investors who have been identified by us have been solicited by you outside the Platform, you shall remain indebted to the Company for the Fee on the Amount Raised on the investments received outside the Platform. The notion of identification refers to all the people who have been identified by the artificial intelligence used by us through the Platform and whose contact has been identified in our database (including outside the listing).

7.3 From the moment of conclusion of the purchase of the financial instruments by the investor(s), you undertake to pay to us within 2 (two) working days therefrom the Fee on the Amount Raised.

7.4 Any transaction costs, fees and other ancillary expenses incurred are and shall remain your sole responsibility and, in the event where such costs, fees and other ancillary expenses, are incurred by us in your name, we will invoice the same to you at the end or termination of the placement of your financial instruments on the Platform, plus an amount of 3% (three per cent), plus VAT, as operating, handling service expense.

7.5 We reserve the right to suspend, terminate or otherwise cease the placement of your financial instruments on the Platform and remove your listing therefrom without giving any specific prior explanation (including, without limitation, in instances where you are in breach or in default of your obligations towards us). Any Application Fees received by us up until that date will be fully reimbursed to you. In such a case you acknowledge and agree that, to the fullest extent permitted under applicable law, we shall, under no circumstances, howsoever and whatsoever, be liable for any, direct or indirect, present or contingent, costs, expenses, damages, losses (including loss of profit or otherwise) that you may incur or have incurred as a result of our action under this clause 7.5, and hereby disclaim, to the fullest extent permitted under applicable law, any and all liability under law or contract we may be subject to under any and all circumstances and reasons.

8. LIABILITY AND INTELLECTUAL PROPERTY

8.1 You are fully and entirely responsible for your communications with investors that have acquired your financial instruments, your dealings with them, and generally your relationship and/or co-operation with them.

8.2 For the purpose of the Company being able to place your financial instruments on the Platform and present the investment opportunities of the Issuer to potential investors, you grant to us a non-exclusive, non-transferrable right to use, display and publish information, content and material related to and/or in connection with you and/or your business and/or your projected projects and/or business (the “**Financing Content and Material**”) needs on the Website or other media. We shall further have, and you hereby acknowledge and agree that we do have, the right to continue using, displaying and/or publishing the Financing Content and Material or any part thereof, following the end or termination of the placement of your financial instruments on the Trading Platform, for advertising and/or promotional purposes. We hereby declare and confirm that any and all intellectual property rights of the Issuer (whether existing and/or maintained prior or post the date of the Agreement) shall remain fully vested in the Issuer, and we shall have no claim thereupon. Similarly, you hereby declare and confirm that any and all intellectual property rights of the Company (whether existing and/or maintained prior or post the date of the Agreement) shall remain fully vested in the Company, and you shall have no claim thereupon.

- 8.3 You acknowledge and agree that the Financing Content and Material shall be visible to and accessible by potential investors. In this regard, you further acknowledge and agree that we cannot be, shall not be, and shall not be held liable or responsible by you, under any circumstances whatsoever, with regard to and/or in connection with your dealings and/or communications and/or otherwise generally with your interactions with potential investors.
- 8.4 You covenant and undertake to comply with all of your obligations and commitments arising by virtue or in connection with the Agreement, within the time limits set and any returns on investment (interest) of the bonds subscribed by the investors, and generally on the terms and conditions of the Agreement.
- 8.5 You acknowledge and agree that we shall, under no circumstances, be liable, whether directly or indirectly, for any failure or omission by the Issuer to comply fully with its obligations and/or commitments undertaken under or pursuant to or in connection with the Agreement.

9. COMMUNICATION

- 9.1 We will communicate with you about any notice, instruction, request or any other communication (“**communications**”) via your registered e-mail, telephone or, where we wish to send a formal communication to you in writing, and/or via post to your registered address. It is your responsibility to ensure you have read all and any communication we may send you from time to time, via any of the abovementioned communication methods.
- 9.2 Except as otherwise is specified in the Agreement, any notice, instruction, request or other communication to be given by you to us under the Agreement shall be in writing and shall be sent to the Company’s contact details. All our contact details are available on our Website. Any communication from you to us shall be deemed effective on the date and time of receipt by us.
- 9.3 You hereby agree and consent that both prior and following the establishment of the business relationship, the Company’s official language is the English language which is the legally binding version. Should you wish to communicate with you in another language please contact us.

9.4 You further consent and agree that we will provide you with any information, notices or disclosure and other information, including periodic statements, change of terms, and privacy via electronic means (durable medium). Should you wish to communicate with you via any other methods (i.e. hardcopy) please contact us.

10. **CONFIDENTIALITY**

10.1 The Company undertakes to keep confidential information strictly confidential (information, of any nature, in any form whatsoever, including, this list not being exhaustive, written, oral, visual, in electronic or digital format, bearing, directly or indirectly, on the Issuer) and to take precautionary, protection and security measures in order to avoid any disclosure, any copying, any access or any unauthorized use of confidential information, at least equivalent to those that takes the Company for its own confidential information.

10.2 The Issuer undertakes not to use without the prior agreement of the Company, any working documents, in any form whatsoever (market studies, business plan, files, remarks, advice, etc.) created with the help from or by the Company, or acquired via the Website or provided by potential investors.

10.3 The Issuer covenants and undertakes to keep confidential all information communicated in any form whatsoever by the Company as part of the execution hereof and not to disclose it to third parties throughout the duration hereof as well as for a period of time of six (6) years following the expiration of this one, with the exception of the professional advice of the Issuer, subject to legal, regulatory and / or statutory confidentiality obligations.

10.4 The Issuer will take all appropriate measures, in particular with regard to its staff and its subcontractors, to comply with confidentiality obligations.

10.5 In addition, the reasons which could lead to the end of the present will in no case be disclosed to third parties, except in the event of legal proceedings.

11. **INDEMNITY**

To the fullest extent permitted under applicable law, you agree to indemnify us and hold harmless regarding any and all loss, damage, liability, cost or expense that we may suffer or incur or be subject to due to your acts and/or omissions, misrepresentations, misleading acts or breach of your obligations arising out of the Agreement and generally your contractual relationship with us.

12. FORCE MAJEURE

We will not be liable for any failure in performance of the terms of the Agreement if such failure is caused by certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond our reasonable control.

13. RECORDING OF COMMUNICATIONS

13.1 Your communication with us is by telephone, e-mail, chat messages and any other electronic communication, (incoming and outgoing). As a regulated entity, we are obliged to keep records of all services and activities we are providing to you as well as for all transactions undertaken. Therefore, we record all such communications between you and us relating to any transactions concluded. We also record any other communication between you and us, even if those communications or conversations do not result in the conclusion of such transactions or in the provisions of Services. Our communications are recorded to safeguard and protect your interests, to ensure the quality of our services, for training purposes and regulatory purposes. We reserve the right to use these records where we deem it necessary, including but not limited to dispute resolution situations. We may also provide copies of such recordings to regulatory authorities upon their request in order to comply with our regulatory obligations without your consent.

13.2 All records are stored by us in a durable medium, which allow us to replay or copy them and retain such records in a form that does not allow us to alter and/or delete the original version. We will keep copies of any such records for any period of time which is required by applicable legislation, starting from the date which the record is created.

13.3 You have the right to request a copy of the recorded communications upon written request. We will provide these to you following a written request by you.

13.4 You understand and accept that you have been notified, in advance, about the recording of any telephone conversation or electronic communication between you and us, according to the above notification.

14. HOW TO MAKE A COMPLAIN

14.1 If you have any complaints the easiest and quickest way to resolve any concerns, you may have, is to contact us at complaints@ayomi.pro. We will endeavour to put matters right as soon as we can. If you are not entirely satisfied and need to file a complaint, then write to our Compliance Officer at complaints@ayomi.pro together with full particulars of your complain.

14.2 Upon receipt of a client complaint, the Company will register the complaint directly to our Complaints log system, giving it a unique reference number. The unique reference number will be communicated to the complainant on our initial response letter within a reasonable time, and generally within 5 business days of receipt of the complaint. The unique reference number should be used in all future contact with our Company, the Financial Ombudsman and/or the CYSEC regarding the specific complaint. For more information, please read our Complaints Handling Policy.

14.3 Cyprus Securities and Exchange Commission website can be accessed via:

<http://www.cysec.gov.cy/en-GB/home/>

14.4 The Financial Ombudsman website can be accessed via:

<http://www.financialombudsman.gov.cy>

15. MISCELLANEOUS

15.1 No omission to exercise or delay in exercising on the part of any party hereof any right, power or remedy provided by law or under the Agreement shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under the Agreement.

15.2 In the event that any provision hereof is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

16. APPLICABLE LAW AND COMPETENT JURISDICTION

This Agreement is subject to Cyprus law. Any dispute arising from the interpretation, validity or execution hereof, which cannot be resolved by transaction within a period

of thirty (30) calendar days from the occurrence of the dispute, will fall under the jurisdiction of the Courts of the Republic of Cyprus.