

These Terms are Legally Binding

By registering on the Platform you shall obtain the status of a User and have agreed to these Terms of Service. If you do not agree with any part of this Agreement, please do not register on the Platform. Please note, even if you are signing onto an existing Account, these Terms of Service apply to you as a User of the Platform.

We may from time to time notify you of changes to these Terms. If you access or use the Platform after being notified of a change to the Agreement, you confirm that you have read, understand and agree to be bound by the Agreement.

If you have any questions or concerns, please email us at: contact@pfnexus.com.

1. TERMS OF SERVICE

- 1.1. Please read these Terms of Service carefully before using the Services. These Terms of Service apply to all Users of the Platform, irrespective of the manner in which they have accessed the Platform.
- 1.2. If you are using the Platform on behalf of an entity, company or other organisation, you represent and warrant that you (i) have the authority to bind such entity, company or organisation to these Terms of Service; and (ii) agree to be bound by these Terms of Service on behalf of such entity, company or organisation.
- 1.3. If you are using the Service on behalf of any other person (whether under this person's authority or otherwise), you represent and warrant that you (i) have the authority to bind such person to these Terms of Service; and (ii) agree to be bound by these Terms of Service on behalf of such person.
- 1.4. Accessing, browsing or using the Platform, agreeing to use the Agency Services by registering on the Platform, engaging in any transaction with respect to the Agency Services, or ordering the Agency Services from PF Nexus representatives, constitutes your unconditional acceptance and agreement to be bound by these Terms of Service, which may be modified by PF Nexus, at any time and from time to time, without notice to you.
- 1.5. By accessing our Platform, utilising our Agency Services and/or clicking on any buttons to "express interest" in any information submitted to the Platform and/or PF Nexus by another User, you agree that we may use and share your Company Information and/or personal information in accordance with the terms of our Privacy Policy.
- 1.6. PF Nexus reserves the right to amend, modify, revise, update, suspend, remove and/or otherwise change the Terms of Service without prior notice to you, provided that if any such alterations constitute a material change to these Terms of Service (as determined at the discretion of PF Nexus), PF Nexus will notify you either by email, LinkedIn message, phone call, or via notice on the Platform. By continuing to access the Platform or use the Agency Services after any such amendments or modifications, you agree to be bound by such amended or modified Terms of Service. PF Nexus therefore recommends you review the Terms of Service whenever the Agency Services are used. If you do not agree to these Terms of Service, you must immediately cease using the Platform.

2. USING THE PLATFORM

- 2.1. PF Nexus offers a membership / user-based digital web platform for project finance lenders, investors, developers and advisors and their representatives of infrastructure and energy project rights. The purpose of the Platform is to improve communication within the industry by facilitating easy, direct contact with market participants and improving access between infrastructure project stakeholders.
- 2.2. The Platform allows for Project-side Users to add and publish standardised business information regarding projects that they have a direct or indirect interest in. The Platform is designed to allow for high level information sharing of available projects.
- 2.3. Based on mutual confirmation of interest, the Platform allows for automated introductions to be made via the contact details they supply during the Registration process.
- 2.4. The Platform is for non-consumers only and any User will, by its acceptance of these Terms of Service and/or by submitting a Registration application for Agency Services, declare that its access to the Platform has been requested and obtained in its capacity as a non-consumer and that its use of the Platform and any information obtained from the Platform is for non-consumer based purposes only.
- 2.5. The Platform provides for initial contact between Users and any contact between Users, including but not limited to business agreements, negotiations, the provision of services and/ or conclusions of agreements, shall all take place outside of the Platform. PF Nexus will not be related to any such correspondence between Users, negotiations or conclusion of contracts between the same and PF Nexus will have no liability whatsoever in relation thereto.
- 2.6. Potential Users may apply to use the Platform and/or Agency Services by filling out and filing a standardised form on the PF Nexus website, www.pfnexus.com.
- 2.7. PF Nexus shall decide freely in its absolute sole discretion if User access shall be allowed, and PF Nexus reserves the right to revoke or refuse access for any reason without liability.

- 2.8. Only legal representatives of energy or infrastructure projects may apply to present a business case for the relevant project as a Project-side User. This may include advisors, developers, or other User types.
- 2.9. Only legal representatives of financial organisations or the representatives of project developers or organisations with capital set aside for acquiring interests in energy / infrastructure projects may apply to access the Platform as a Capital-side User. This may include, but not be limited to, the representatives of banks, debt funds, lenders, hedge funds, investors, family offices, HNWIs, pension funds, insurance funds, endowment funds, or other financial market participants.
- 2.10. Brokers and intermediaries may only apply for access to the Platform on the basis of making their position in the market explicitly clear at the earliest opportunity to do so, both to PF Nexus during the Registration process (if the potential User is unsure how to do so, email support@pfnexus.com with your request), and also to any market participants it is introduced to via use of the Platform.
- 2.11. The use of the Platform by the Users shall not exceed the purpose as set out in Clause 3.1.
- 2.12. All Accounts are personal and not transferrable. No announcement of the login credentials (user name and password) to third parties (including subcontractors) is permitted. In case of a violation, PF Nexus may terminate the Agreement without notice at its own discretion.
- 2.13. The User shall be responsible for any contents (inputs) submitted to the Platform via their Account or from their email, and may, in communicating with third parties, in no case imply that PF Nexus has in any form produced or advised on the contents, provided consultancy, or will assume any liability whatsoever.
- 2.14. If contents are submitted to the Platform, the User itself shall expressly be responsible for ensuring the validity, accuracy, confidentiality and appropriateness of the information submitted.
- 2.15. The User hereby guarantees to PF Nexus that any contents posted on or uploaded to the Platform by the User are lawful and do not infringe on the rights of third parties (in particular but not limited to intellectual property rights, non-disclosure agreements, trade secrets, data privacy and personal rights) or violate any laws or regulatory provisions in any other way. PF Nexus is not obligated to actively monitor User's contents. If PF Nexus receives a notice from a person affected by allegedly unlawful content made available on the Platform by the User, PF Nexus may partially or completely block access to User's contents at its own discretion. The User shall defend, indemnify and hold PF Nexus harmless against any claims, actions, liabilities, costs and expenses by third parties arising from or related to any content uploaded by the User to the Platform.

3. AGENCY SERVICES AND THIRD PARTY SERVICES

- 3.1. Upon separate mutual agreement of the Parties, PF Nexus will render Agency Services. PF Nexus reserves the right to refuse to render Agency Services at its sole discretion.
- 3.2. Agency Services by PF Nexus will be handled via a separate Agency Services Agreement either through the Platform or via email.
- 3.3. PF Nexus shall be free to refer or mandate partner companies as subcontractors or assistants for Agency Services.
- 3.4. PF Nexus provides its Agency Services on a Best Effort basis. A particular success shall not be owed. No specific Resolution Time is guaranteed. PF Nexus disclaims any and all warranties or representations to the fullest extent permitted by law.
- 3.5. Upon prior mutual agreement, PF Nexus may refer additional Third Party Services from its network of partners to Users when it believes such a referral may be of interest to the User.

4. FEES AND PAYMENTS

- 4.1. Basic access to the Platform is free of charge. PF Nexus reserves the right to cancel or modify this policy as and when it pleases, at its sole discretion. Upon material change to this policy, PF Nexus may contact affected Users and restrict access to the Platform until new terms can be mutually agreed.
- 4.2. Fees for any of our additional services requested, which may include but not be limited to Third Party Services or Agency Services, are subject to mutual agreement in a separate Agency Services Agreement either through the Platform or via email, after the Account registration process has been completed.

5. WARRANTY

- 5.1. PF Nexus does not warrant or represent that the content and any information available on or through the Platform (including any third party content) will be correct, accurate, or otherwise reliable. In addition, PF Nexus does not warrant that the service or results can be used for a specific purpose. In particular, PF Nexus makes no claims nor warranty as to the successes or results of any introductions or referrals made, not made, or to be made.
- 5.2. It shall be the responsibility of the User to critically scrutinize the content of the Platform and take into account all industry, company, project, asset, personal, technical as well as country-specific features in their interpretation. The Platform is generically designed with respect to facilitating communications between a broad range of parties primarily within the infrastructure and energy project industries, globally.

- 5.3. Though PF Nexus does conduct a degree of initial checks on Users before they are allowed access to the Platform, PF Nexus makes no express guarantee over the parties involved and accepts no liability regarding User interactions that prove to be malicious in intent or lacking in desired outcomes. All Users are therefore recommended to act diligently when communicating with any other Users with which communications are undertaken, holding this in mind.
- 5.4. PF Nexus makes no guarantee over the functionality of the Platform. It's error and/or bug-free nature cannot be guaranteed. Should the User become aware of any glitches, errors and/or bugs in the Platform or its contents, the User shall at its earliest convenience notify PF Nexus via email (support@pfnexus.com).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All rights to contents submitted to the Platform shall remain with the relevant User having added such contents.
- 6.2. No User shall by its access to the Platform obtain any right of any nature to the Platform, information contained therein or to any projects or contents added to the Platform, except for the right to access and use the Platform and the information available on the Platform.
- 6.3. The User expressly acknowledges the intellectual property rights and, in particular, the copyrights, name and any possible design and trademark rights of PF Nexus in the Platform, as well as the broad functionality, trade names and logos of the Platform and PF Nexus, which all belong to PF Nexus. PF Nexus is the sole owner of these intellectual property rights and no User shall by its access to the Platform obtain any right thereto.
- 6.4. The User may neither itself register intellectual property rights identical with, similar to, and/or detrimental to PF Nexus IP, nor have such a registration supported or executed by third parties. If such an application for registration should be submitted or has been submitted with support by PF Nexus, the User shall – on request by PF Nexus – have to refrain from using any such source codes, trade names, symbols, brochures, or designs, and withdraw any such registration or a respective application, or transfer already registered rights to PF Nexus without any compensation. In addition, the User shall have to indemnify PF Nexus for all costs and expenses (including reasonable attorney's fees), incurred in connection with the registration or the attempt of such a registration initiated by the User. To the extent permitted by law, the User shall moreover engage, even beyond the life of this Agreement, to refrain from imitating or replicating the Platform, its mode of operation, structure, surface, and design in any way whatsoever. In the event that the User should copy the Platform, its operations, structure, user interface, or design, it shall hereby assign all rights in this copied version to PF Nexus without any compensation whatsoever. In the event that such an assignment in accordance with the applicable law shall not be admissible, the User hereby grants PF Nexus a perpetual, exclusive, worldwide, irrevocable, sublicensable, transferable, and free right to use, exploit, reproduce, modify, edit, and develop the copied version.

7. CONFIDENTIALITY

- 7.1. All functionality of the Platform revolves around the core value of maintaining confidentiality of User identities and information, with sharing of contact details only occurring on individualised basis when agreement to do so has been obtained and confirmed by both Users. Any information submitted to the Platform, is used for the purposes as set out in these Terms of Service and the Privacy Policy (see Section 9).
- 7.2. When PF Nexus identifies a potentially suitable prospect for the User, PF Nexus may, based on the relevant circumstance, either first request authorization to proceed with making an introduction or else make an introduction without obtaining further authorization, if agreement to do so has already been obtained. In cases where authorization is sought, it is only when authorization is received, that disclosure of User contact information, identity and informational content is supplied to prospects.
- 7.3. The Parties expressly agree to treat the contents of this Agreement and any know-how of the Parties thereto as well as all other proprietary information ("Confidential Information") one of the Parties may have obtained within the scope of the execution of this Agreement, either directly or indirectly, in writing, orally, electronically, or in any other manner as confidential. Confidential Information shall in particular include data uploaded by the User to the Platform as well as the functions of the Platform. Information shall not be considered to be confidential if it
 - 7.3.1. has been consented for sharing to Capital-side Users by the User in light of the core purpose of this Agreement,
 - 7.3.2. has been consented for sharing publicly by the User for the purpose of marketing the business interest of the User,
 - 7.3.3. is common knowledge, or has been lawfully disclosed by a third party,
 - 7.3.4. was publicly known or shall be so without violating this Agreement, or because the information becomes or became known due to a violation of the obligation to keep secrecy by the other Party,
 - 7.3.5. was lawfully disclosed by a third party to one of the Parties, or
 - 7.3.6. was already lawfully and without being subject to an obligation to keep secrecy known to the Parties before this Agreement.
- 7.4. Each Party shall treat any Confidential Information as strictly confidential and secret and refrain from disclosing it to any third party or make it available in any other manner. Excluded shall be

- 7.4.1. consultants and the hosting provider who shall need said information for the purposes of this Agreement and who are, in turn, subject to an obligation to maintain confidentiality that is at least equally as stringent as the present one;
- 7.4.2. mandatory statutory provisions require such notifications, with all reasonable steps to limit such disclosure and ensure confidential treatment to be taken;
- 7.5. Each Party shall immediately notify the other Party, if it becomes aware of an unauthorized use or disclosure of Confidential Information or if it has reasonable grounds to assume that such an unauthorized use or disclosure has occurred.
- 7.6. At the written request of the disclosing Party, the receiving Party shall immediately have to destroy or return any and all written, electronic, or otherwise archived documents, files, and copies thereof, which contain Confidential Information, including memoranda, notes, and other documents based on or containing Confidential Information. At the written request of the disclosing Party, the receiving Party shall have to confirm the destruction of any and all Confidential Information in accordance with this clause.
- 7.7. The obligations to maintain confidentiality under this Section 8 (Confidentiality) shall remain in force even after the expiry or termination of this Agreement, for as long as said Confidential Information shall not be a matter of common knowledge or have been destroyed or returned respectively.

8. PRIVACY

PF Nexus takes the issue of privacy and data protection seriously and, therefore, adheres to the applicable data-protection regulations (including any revisions). Personal Data shall be processed in accordance with all applicable data protection laws and the Privacy Policy available from www.pfnexus.com/legal/privacy_policy.pdf. User expressly declares its consent that personal data will be collected, processed, and used for the purpose detailed in the Privacy Policy Statement. User can revoke its consent at any time without any adverse consequences. In the event of revocation, User's personal data will be deleted upon receipt of the notice.

9. TERMINATION AND ACCESS

- 9.1. Each Party may terminate this Agreement by writing with a notice period of 30 (thirty) days to the end of the Agreement Period.
- 9.2. Each Party may withdraw from this Agreement within 10 days upon it becoming effective without any compensation being due and without cause.
- 9.3. In the event of a substantial violation of this Agreement by one of the Parties thereto, the other Party may terminate this Agreement without notice and effective immediately. If the User is liable to pay fees and does not pay within 14 days upon the issuance of the respective invoice, this shall constitute a fundamental breach of the Agreement.
- 9.4. Upon the termination of this Agreement,
 - 9.4.1. all rights which the User was granted under this Agreement, shall automatically expire, and
 - 9.4.2. the User shall immediately refrain from any further use of the Platform as well as any PF Nexus IP. PF Nexus shall be free to delete any corresponding data of the User's, irrevocably and without prior notice, upon such a termination of the Agreement.
- 9.5. Provisions of this Agreement which, as to their meaning or contents, shall have to remain in force even after the expiry or termination of this Agreement in order to accomplish the intended purpose, shall remain in force after the termination of this Agreement (in particular Clauses 1.4, 3.4, 4.2, 5.2, 5.3, Section 6, Section 7, this Clause 9.5, Section 10 and Clause 11.3).

10. LIABILITY AND INDEMNIFICATION

- 10.1. Subject to wilful intent, gross negligence and compulsory law, PF Nexus shall have no liability for any direct or indirect damages in connection with this Agreement, including any loss of use or data, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort, strict products liability, or otherwise.
- 10.2. In particular, PF Nexus shall not be liable for the Platform or its content (including any third party content) and, in particular, its results being suitable for the purposes of the User. PF Nexus shall also not be held liable for any contents that may be accessed via the Platform.
- 10.3. Furthermore, PF Nexus shall have no liability for services that are mediated as external services of other service providers.
- 10.4. To the extent permitted by law, PF Nexus shall have no liability or duty to indemnify the User from any third party claim alleging that the use of the Platform infringes any intellectual property rights.

11. MISCELLANEOUS

- 11.1. This Agreement (including any annexes) shall replace any oral agreements entered into to date between the parties in the present context. Pre-existing, written agreements between the parties shall however not be affected by this

Agreement. In the event of a conflict between the provisions of this Agreement and User's general terms and conditions, the terms and conditions of this Agreement shall prevail.

- 11.2. By accepting the present Terms of Service, the User confirms having received and read the annexes to it and to accept them, too.
- 11.3. PF Nexus shall be entitled to name the User as a reference customer to third parties by name and using the logos of the User. The User may request a respective non-disclosure in writing at any time.
- 11.4. If any provision of this Agreement should be or become invalid or if the Agreement should contain an omission, the validity of the remaining provisions shall remain unaffected. Instead of the invalid provision, a valid provision that comes closest to the one economically intended by the Parties shall be deemed agreed. The same applies in the case of an omission.
- 11.5. All modifications and/or amendments to this Agreement shall be in writing. This also applies to the amendment or cancellation of this requirement to use the written form.
- 11.6. Without prior written consent by the other Party, any rights arising from this Agreement may not be assigned, with the exception of a transfer of this Agreement or the rights thereof by PF Nexus to a subsidiary, affiliate, holding or group company.

12. DISPUTES, APPLICABLE LAW AND JURISDICTION

- 12.1. These Terms of Service and all contractual and non-contractual obligations arising out of or in connection with them will be governed by and construed in accordance with the law of England and Wales.
- 12.2. The exclusive jurisdiction of the courts of England and Wales cover any dispute or claim arising out of or in connection with these Terms of Service.

13. DEFINITIONS AND INTERPRETATION

"Account" means an individual arrangement to access the Platform via the internet by entering personalised login details.

"Agency Services" means any services agreed by the Parties in relation to the introduction of businesses and/or individuals, either on a project-specific basis or in connection with the agreed use of chargeable services via the Platform.

"Agreement" means the acceptance of the present general Terms of Service, including the references to links therein.

"Agreement Period" means the length of the Agreement agreed upon by the Parties. If the Parties do not agree to a specific Agreement Period, it shall be one year. The Agreement Period shall in no event exceed 5 years.

"Best Efforts" means efforts which may reasonably be expected by the User in accordance with industry standards.

"Capital-side" refers to a type of User with a direct or indirect interest in lending to, investing in, providing capital to, buying a stake in, or partnering with Project-side Users to fulfil objectives on behalf of either themselves, another person, an entity, company or organisation.

"Confidential Information" is defined in accordance with Clause 8.3.

"Company Information" means any information submitted by a User to PF Nexus with regards to a person, entity, company, or other organisation for which the User requests Agency Services on behalf of.

"PF Nexus" means the trading name of PF Nexus Limited, a company registered in England and Wales with Companies House number 12223495.

"PF Nexus IP" is defined in accordance with Clause 7.3.

"Platform" means the network of businesses relationships managed by PF Nexus, in addition to the digital web portal technology accessible via the internet at www.pfnexus.com.

"Project-side" refers to a type of User with a direct or indirect interest in an energy or infrastructure project, who seeks to access Capital-side Users to fulfil objectives on behalf of a project owned either by themselves, or another person, entity, company or organisation that they represent.

"User" is any individual or business that has registered for use of the Platform, accepted the Agreement or entered the web platform via use of a login.