

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING POMANDA

DEFINITIONS

- 'Deal Room' means the online marketplace function on Pomanda which enables you to engage with other users for the purposes of transacting business.
- 'Engage', 'Engaged' or 'Engagement' is to be interpreted accordingly.
- 'Introduce', 'Introduced', 'Introduction' means when you have been provided with the contact details of a business and or a corporate finance advisor and or lender by us and or on Pomanda who are not an existing client and you have not had any dealings with in the 3 month period prior to the introduction.
- 'Pomanda' means the website www.Pomanda.com and any applications and software we make available through it on the internet or on mobile devices, any pages or accounts we operate on third party sites and any content we publish on third party sites.
- 'Subscription Fee' means the sum you will be liable to pay us for registering to use Pomanda. The price will be set out on Pomanda, and we reserve the right to change the price at any time.
- 'Terms' means these Terms of Use, our Privacy Policy, Acceptable Use Policy (as may be amended from time to time) and any other terms and policies we introduce from time to time.
- 'transact', 'transaction', 'transact business' or 'transacting business' means any of the following:
 - (i) Agreement(s) to provide services
 - (ii) Agreement(s) to sell or acquire shares, assets and or control
- 'user' means any person, entity or business that uses Pomanda
- 'we', 'us' or 'our' is a reference to Findfind Limited, which is a company in England and Wales under registration number 09681085 and registered address at WeWork, Waterhouse Square, 138 Holborn, London, EC1N 2SW. The company trades as Pomanda.
- 'you' or 'your' is a reference to you, any entity or business you work for or any person or entity who does work for you on your behalf (This extends to any subsidiary or holding company as defined under section 1159 of the Companies Act 2006, or subsidiary and parent undertaking as defined by 1162 of the Companies Act 2006).

Unless the context otherwise requires, words in the singular shall include plural and in the plural shall include the singular.

INTRODUCTION

Pomanda connects businesses, advisers and investors with each other by matching them based on their requirements.

To use Pomanda you must register an account on Pomanda. To complete the registration of the account you will be required to pay the Subscription fee. If you wish to transact business with other users in the Deal Room then you will be required to also agree to our Transaction Memorandum, which will set out additional terms including payment of additional fees to us when you transact with another user.

WHO WE ARE AND HOW TO CONTACT US

Pomanda.com is a site operated by Finfind Limited ("We") which is a company that trades as Pomanda. Our registered address and number are above. We are regulated by the Financial Conduct Authority (FRN: 752688).

To contact us, please email info@pomanda.com

BY USING OUR PLATFORM YOU ACCEPT THESE TERMS

By using Pomanda you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to them then you must not use Pomanda.

THE SUBSCRIPTION FEE

To begin using Pomanda you must pay us the Subscription Fee using a current and valid method of payment which we accept. The Subscription Fee is non-refundable. Without prejudice to our right to suspend and withdraw, your payment of the Subscription Fee will entitle you to be registered on Pomanda for one calendar year.

In limited circumstances, we may allow you to begin using Pomanda without paying us the Subscription Fee at the start ("Free Trial"). We will determine, at our sole discretion, your eligibility, the period of the Free Trial and the user access you will be granted on Pomanda. This will be specified to you during the registration of your user account and will be subject to our Terms.

A Free Trial is intended to allow certain new users to try Pomanda. Those users will still be required to provide us with a current and valid method of payment during registration. We will charge the Subscription Fee at the end of the Free Trial period unless you notify us in writing before the end of the Free Trial Period that you do not want to continue using Pomanda. We reserve the right to revoke a Free Trial at any time.

During a Free Trial, all and any other fees referred to in the Terms will continue to apply.

THERE ARE OTHER TERMS THAT WILL APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. This includes information on cookies used on our site. By using Pomanda, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Pomanda. When using our Pomanda, you must comply with this Acceptable Use Policy.
- Our Transaction Memorandum, which will apply when you access the Deal Room and sets out additional terms including additional fees we will charge for transacting business with other users. You will be asked to confirm your agreement to the Transaction Memorandum before you are permitted engage and or transact with other users in the Deal Room.

We may introduce new, additional terms or policies from time to time which will also apply.

WE MAY MAKE CHANGES TO THESE TERMS

We may amend the Terms from time to time. Every time you wish to use Pomanda, please check to ensure you understand the terms that apply at that time. These terms were most recently updated on 29 August 2018.

WE MAY MAKE CHANGES TO POMANDA

We may update and change Pomanda from time to time to reflect changes to any of our service(s), our users' needs and our business priorities.

WE MAY SUSPEND OR WITHDRAW POMANDA

We do not guarantee that Pomanda, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Pomanda for business and operational reasons.

You are responsible for ensuring that all persons who access Pomanda through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

WE ARE BASED IN ENGLAND & WALES

We do not represent that the content available on or through our Pomanda is appropriate for use or available in locations other than England & Wales. When using Pomanda, it is your responsibility to ensure that your use of Pomanda complies with your local laws and regulations.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@pomanda.com.

HOW YOU MAY USE MATERIAL ON POMANDA

You acknowledge that we are the owners or the licensee of all intellectual property rights subsisting in, or used in connection with Pomanda, including but not limited to the design, coding, layout, content and material we choose to publish on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Nothing in these terms shall be taken to transfer any Intellectual Property rights to you.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

DO NOT RELY ON INFORMATION ON POMANDA

The content we provide on Pomanda is provided for general information only. It is not intended to amount to advice on which you should rely. We recommend that you obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Pomanda.

We make reasonable efforts to update the content we upload on Pomanda, but we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

Whilst we will carry out our own checks to verify the identity of users of the Deal Room, it is still your responsibility to carry out your own checks on another user of Pomanda when you are about to engage with them. We make no representations, warranties or guarantees, whether express or implied, as to the identity, quality, competence, advice (if an advisor) of any user.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where Pomanda contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may

obtain from them. We have no control over the contents of those sites or resources.

USER-GENERATED CONTENT IS NOT APPROVED BY US

Pomanda may include information and materials uploaded by other users, including but not limited to, to information uploaded to any virtual data rooms, bulletin boards and chat rooms. Such information and or materials have not been verified or approved by us. The views expressed by other users do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on info@pomanda.com

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, Pomanda; or
- use of or reliance on any content displayed on Pomanda.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

UPLOADING CONTENT TO POMANDA

Whenever you make use of a feature that allows you to upload content to Pomanda, or to make contact with other users, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any content you upload, and or when contacting other users on Pomada, that you comply with the standards in our Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to Pomanda will be considered confidential. You will retain all your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties where we have an obligation by any law, regulatory requirements, public or regulatory body to do so.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Pomanda constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any content you posted or upload on to Pomanda if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

You are solely responsible for securing and backing up your content.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that Pomanda will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access Pomanda. You should use your own virus protection software.

You must not misuse Pomanda by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Pomanda, the server on which Pomanda is stored or any server, computer or database connected to Pomanda. You must not attack Pomanda via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Pomanda will cease immediately.

RULES ABOUT LINKING TO POMANDA

You may link to the www.pomanda.com homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Pomanda must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@pomanda.com.

CONFIDENTIALITY

You undertake that you will keep all information you receive on Pomanda confidential, and that you will not disclose to any person(s) information concerning the business, affairs, customers, clients or suppliers of any user, except as follows:

- (I) that you may disclose such information to your employees, officers, representatives or advisers who need to know such information for the purposes of carrying out your obligations under these Terms. You will procure that your employees, officers, representatives or advisers to whom you disclose the information to will comply with terms under this heading.
- (II) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (III) You may disclose to anyone other than as mentioned immediately above at (I) and (II) if you have the written consent to do so from the disclosing party.

Unless otherwise agreed in writing, you undertake not to use any information you receive for any other purpose than considering, evaluating and negotiating the acquisition or sale of a business.

You accept that through Pomanda you may receive information, whether directly or indirectly, which may constitute 'Inside

Information' under the Market Abuse Regulation (Regulation 596/2014) (hereinafter "Regulations"). The Regulations prohibits any person(s) from unlawfully disclosing 'Inside Information' as defined by the Regulations. During your access to Pomanda and subsequent dealings with any person or Business you are introduced, the information disclosed to you may amount to 'Inside Information'. You undertake not to engage, or recommend that another person engages in insider dealing or induce another person to deal with securities relating to any Inside Information. Insider dealing and market manipulation are offences under the Criminal Justice Act 1993 and Financial Services Act 2012. You must comply with the Regulations always. Please seek independent advice to be sure of your obligations.

By using Pomanda, when the Regulations apply, you agree and undertake to the following:

- (i) That you understand the requirements of the Regulations
- (ii) That your employees, directors, workers, representatives and or advisers understand their obligations under the Regulations
- (iii) You will only disclose information with recipients so far as is necessary to perform your legal obligations
- (iv) You will not disclose any information you receive without the other party's consent
- (v) You will complete an Insider List and maintain it.
- (vi) That it is your responsibility to decide when the Regulations are applicable and what you need to do to comply with them.

You acknowledge and agree that in the event of a breach of your confidentiality obligations that damages alone would not be an adequate remedy for any breach. Accordingly, you accept that in those circumstances it may be necessary for Pomanda to seek an order for specific performance or other equitable relief for any threatened or actual breach of confidentiality. This is without prejudice to any other rights or remedies available against you in the event of an actual or threatened breach.

You also acknowledge and accept that any person or business you are introduced to on Pomanda has been brought to you by us, and you will not seek to engage them, directly or indirectly, other than in concert with us through Pomanda. You undertake not to induce, solicit, procure or otherwise encourage any third party to engage with other users. You will procure that your officers, employees, agents, advisers and other representatives comply with this paragraph.

SEVERANCE AND TERMINATION

If any part of the Terms is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part shall be deemed deleted. Any modification to or deletion to a part of these Terms under this heading shall not affect the validity and enforceability of the rest of these Terms.

WHERE TO SEND NOTICES

Any notice shall be in writing and addressed to the other at its then current registered office if it is delivered personally, sent by recorded delivery or e-mail.

If it is delivered by personal delivery, then it will be deemed to have been delivered on the day of delivery if it is delivered before 4.00pm on a working day, otherwise it will be deemed delivered on the next working day.

If it is sent by recorded delivery then it will be deemed delivered the following working day after receipt.

If it is sent by e-mail then it will be deemed delivered on the day it is sent provided it is sent and received before 4.00pm on a working day, otherwise it will be deemed delivered on the next working day.

CAN YOU ASSIGN THE TERMS?

These Terms are personal to you and us. You shall not assign, transfer, sub-contract or deal with any of your rights and obligations under the Terms.

We may assign, transfer, sub-contract or deal with all or any of our rights at any time without your consent.

NO THIRD-PARTY RIGHTS

No one other than the parties to the Terms shall have any right to enforce any of its terms.

WAIVER

No failure or delay by anyone to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that right, nor shall it prevent or restrict further exercise of that or any other right or remedy unless it is unequivocally confirmed by the party electing to waive any right or remedy to the other party by first giving notice in writing.

ENTIRE AGREEMENT

The Terms constitute the entire agreement as to your use of Pomanda, and supersedes and extinguishes all previous agreements, promises, assurance, warranties, representations and understandings between us, whether written or oral, or relating to its subject matter.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

The Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England and Wales.

You irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

OUR TRADE MARKS ARE REGISTERED

'pomanda' is a registered trade mark of Finfind Limited under UK00003227907. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the heading *How you may use material on our site* which you will find above.