

# Order Form

## Application for an Investor Display Account

If you already have a Manhattan Investor Display Account please skip this section, sign Terms of Use on page 5 and proceed to page 6 Investment Document Order Form

### 1. Noteholders Details

\*\*Mandatory Fields  
Mandatory Fields not completed may be returned to the subscriber or result in a delayed application.

1.1 **Investor Profile \*\***  Joint  Company  Trust  Individual

1.2 **Name to Appear on Investment**

1.3 **Noteholders Email \*\***

1.4 **Noteholders Address \*\***

1.5 **Contact Name  
(Company & Trust only)**

1.6 **Zip/Post Code**

1.7 **Country of Residence**

1.8 **Phone Number \*\***

### 2. Joint Applicant Details

If the account and investment should have a joint applicant, please fill out the details below:

2.1 **Joint Applicant Name**

2.2 **Joint Applicant Email**

2.3 **Joint Applicant Address**

2.4 **Joint Applicant Phone Number**

2.5 **Joint Applicant Source of Funds**

2.6 **Joint Applicant Occupation**

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**3. Noteholders  
Bank Details****3.1 Beneficiary Bank Name \*\*****3.2 Bank Address \*\*****3.3 Bank Country \*\*****3.4 Beneficiary Account Name****3.5 Beneficiary Address****3.6 SWIFT/BIC \*\*****3.7 IBAN and/or Account No. \*\***

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**4. Agent Details****4.1 Name of Agent \*\*****4.2 Agent's Email Address \*\*****Investor Notice**

Establishing an Investor Display account on the platform will result in the user viewing various investment opportunities that may, or may not, be lodged with the relevant jurisdiction's regulatory body and are therefore restricted offers and not suitable for retail investors.

By proceeding with the registration process you identify as a Professional, Accredited, Sophisticated, Institutional or similar class investor that is able to invest in restricted investments.

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Signed

## Terms of Use

Last Revision [21 May 2024]

These Terms and Conditions constitute a legal agreement between the user ("User"; "You") of our online investment platform (the "Investor Display"), and DigitanWorks ("DigitanWorks", "We") the owner and operator of the Investor Display. DigitanWorksAG retains full ownership of the Investor Display.

The Investor Display will provide the User with current information on all investments held on its platform. Upon acceptance of these Terms and Conditions, the User will receive login details for its dedicated Investor Display records.

The Investor Display will provide the User with an Investor Control Console (ICC). The dashboard on the Investor Display will provide the User with an overview of the current state of the User's investment portfolio.

By accessing the InvestorDisplay, the User will be able to view and apply for all other available Investment Packages, and access all important account information relating to existing investments recorded on the Investor Display including:

Transaction Statements – records of all Interest and Event Based Payment transactions;  
Investor Relations – advice of important developments within your portfolio companies; and  
Notifications – notices of all administrative matters and application receipts;  
Ticketing System – records of your client interactions within the Investor Display.

## Application

These Terms and Conditions set out the general terms governing your use of the Investor Display. You are bound by these terms and conditions from the first use of the Investor Display.

## Relationship to Other Agreements

In addition to these Terms and Conditions, the Privacy Notice applies to the User and any additional User who uses the Investor Display. We refer to the Terms and Conditions and the Privacy Notice as the "Investor Display Agreements". During the course of the use of the Platform, the User may choose to agree to be bound by certain other agreements: for example, if the User wishes to subscribe to any investment opportunity published on the Investor Display, not already subscribed to, the relevant Investment Agreement needs to be entered into by the User. The Investor Display Agreement will continue to apply on subsequent applications to any other agreements.

## Registration

Upon acceptance of the Terms and Conditions you will be provided login details. Your User ID is your email address; your password will be issued to you. Your email address and password are the methods used by related parties on the Investor Display platform, to identify you and it is incumbent upon you to keep them secure at all times. You are responsible for all information and activity on the website by anyone using your username and password. Any breach of security, loss, theft or unauthorised use of an email address, username or password must be notified to us immediately. We reserve the right not to act upon your instructions, where we suspect that the person logged into your account is not you, or we suspect illegal, fraudulent activity or unauthorised use.

## Use of the Platform

By accepting these Terms and Conditions you agree that you will not: Use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms and Conditions, or act fraudulently or maliciously, for example, by using another User's account, or by hacking into, or inserting malicious code, including viruses, or harmful data, into the Platform; Transmit any material that is defamatory, offensive or otherwise objectionable; Use the Platform in a way that could damage, disable, overburden, impair or compromise the security of the Platform or interfere with other users; Attempt to decipher any

transmissions to or from the servers running the Platform; Perform any security testing of the Platform either manually or utilising any automated system; Copy any of the code within the Platform nor any concepts in the Content or Documents; Rent, lease, sub-license, loan, distribute, disclose, or otherwise commercially exploit the Platform or otherwise make it available in whole or in part to any third party; Make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs, unless such alterations or modifications are carried out or approved, overseen and managed by DigitanWorks; or Disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or attempt to do any such thing.

## **Intellectual Property**

The Investor Display may include at any given time text, graphics, logos, icons, images, sound clips, video clips and data compilations, underlying code and software. We refer to all of these as "Content". All of the Content is the property of DigitanWorks and its affiliates or third parties with whom it undertakes business with, and this means that it is protected by DigitanWorks and international intellectual property laws and other relevant laws. This means that you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Investor Display, unless otherwise indicated on the Platform or unless given express written permission to do so by Digitan Works.

## **Link to Other Websites**

The Investor Display may contain links to other websites. Unless expressly stated otherwise, You should assume that these other websites are not under Digitan Works control. Digitan Works assume no responsibility for the content of such websites, and we disclaim liability for any and all forms of loss or damage arising from the use of them. A link to any other website from the "Investor Display" does not indicate that Digitan Works endorses or recommends that website.

## **Revisions**

From time to time we may update these Terms and Conditions to take account of changes in the law or for any other reason. Updates of these Terms and Conditions will be posted, to the Investor Display as soon as possible. Use of the Investor Display, after the amendments are posted will be deemed as an agreement, by the User, to the updated Terms and Conditions, but the user will remain bound by the terms of any previous versions to which the user has agreed, or been deemed to agree. If there is a conflict between two versions of the Terms and Conditions to which you have agreed or been deemed to agree, the more recent version shall take precedence unless it is expressly stated otherwise.

## **Communications**

If you wish to communicate with us about anything related to these Terms and Conditions, you may do so by sending an email to [office@digitanworks.com](mailto:office@digitanworks.com).

## **Termination**

You may terminate your registration at any time by notifying us at [office@digitanworks.com](mailto:office@digitanworks.com). We will suspend or terminate your registration and your ability to use the Platform if: you breach these Terms and Conditions in any material respect; we suspect that you have committed fraud, been involved in money laundering or other illegal activities; and you use the Investor Display in any way that (i) causes, or is likely to cause, the Platform or access to it to be interrupted or damaged in any way; (ii) for fraudulent purposes or in connection with a criminal offense; or (iii) to send, use or reuse material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailing or any spam.

## **Complaints**

Complaints and enquiries should be directed to [office@digitanworks.com](mailto:office@digitanworks.com)

## Choice of Law

These Terms and Conditions, and the relationship between the User and DigitanWorks created by these Terms and Conditions, shall be governed by and construed in accordance with the laws of Switzerland.

## Disclaimers

You need to be aware that: Digitan Works makes no warranty or representation (express or implied) that the Investor Display will meet the Users requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure, or that all information provided will be accurate; Digitan Works make no guarantee of any specific results from the use of the Investor Display; The Investor Display is provided "as is" and on an "as available" basis, and Digitan Works give no warranty that it will be free of defects and / or faults; Digitan Works accept no liability for any disruption or non-availability of the Investor Display resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, pandemics, acts of war, or legal restrictions and censorship; to the maximum extent permitted by law, Digitan Works accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the Users use of the Platform or any information contained in it, and the User uses the Investor Display and its Content at the Users own risk. This is not intended to exclude or restrict Digitan Works liability for death or personal injury arising from its use of the Investor Display; Users should be aware that they use the Investor Display and its Content at their own risk. Digitan Works expressly disclaims any liability for damages of any kind that you or third parties may incur in connection with the use of the Investor Display and its Content.

## Severability

We have made every effort to ensure that these Terms and Conditions adhere strictly with applicable laws. However, in the event that any of these provisions are found to be unlawful, invalid or otherwise unenforceable, that provision is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This clause on "Severability" shall apply only within jurisdictions where a particular term is illegal.

## No Waiver

In the event that either the User, or Digitan Works, fail to exercise any right or remedy contained in these Terms and Conditions, that does not mean the User, or Digitan Works, (as applicable) have waived that right or remedy and so shall not be construed as a waiver.

## Jurisdiction

You agree to submit to the exclusive jurisdiction of the courts of Switzerland.

Date: May 21, 2024

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Signed

# Investment Document Order Form

## 4. Applicant Details

NOTE: Name must align with the current Investor Display Account Name. If a different name is required a new Investor Display Account is required.

4.1 Name \*\*

4.2 Email Address \*\*

4.3 Phone Number \*\*

4.4 Date of Birth

4.5 Place of Birth

4.6 Country of Birth

## 5. Investment Package

## 6. Amount \*\*

## 7. Currency

## 8. Investment Details

8.1 Occupation/Business \*\*

8.2 Source of Funds \*\*

## 9. Suitable Certifier

9.1 Name \*\*

9.2 Email Address \*\*

## 10. Declaration of Tax Residency (other than U.S)

10.1 Country/Countries of Tax Residency \*\*

10.2 Tax Reference Number Type \*\*

10.3 Tax Reference Number \*\*

*\*\*Please organise the necessary investment documentation to be sent to the applicant for signing*

## 11. Agent Details

11.1 Name

11.2 Email Address