

Terms and conditions

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INVESTOR INFORMATION
DOCUMENT

DOCUMENT NOTE

NOTE



Operated by LML CAPITAL FZE LLC:
Private Portfolio Administration Platform

INVESTOR TERMS & CONDITIONS:
(Client Agreement & Schedule of Operational Policies)

LEGAL ENTITY:
LML CAPITAL FZE LLC

REGISTERED OFFICE:
Office 9, M-Floor, Al Garhoud Building No. 1, Sukkoon
Business Tower, Dubai, UAE

GOVERNING LAW:
United Arab Emirates

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PART 1: INTRODUCTION

INTERPRETATION



1. INTERPRETATION

- 1.1 These Terms and Conditions (the “Terms”) form part of a binding legal agreement (the “Client Agreement”) between you (“you”, “your”, the “Client”) and the Company (“we”, “us”, “our”).
- 1.2 If you do not understand any provision, you should seek independent legal advice prior to accepting the Client Agreement. Continued use of the Platform constitutes acceptance of the Terms as amended from time to time.
- 1.3 Where there is any conflict between these Terms and a specific Portfolio document (including an Information Memorandum, Subscription Agreement, or mandate letter) the specific Portfolio document shall prevail to the extent of the conflict.
- 1.4 References to laws, regulations, rules, or guidance include amendments, replacements, and re-enactments thereof.
- 1.5 Headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice-versa.
- 1.6 A reference to “including” shall be construed as “including without limitation” unless the context indicates otherwise.

PART 1: INTRODUCTION

DEFINITIONS



2. DEFINITIONS

- 2.1 “Account” means your registered account on the Platform and any sub-accounts, wallets, profiles, permissions, and security identifiers associated with it.
- 2.2 “Applicable Law” means any law, regulation, rule, sanction, order, direction, or requirement applicable in United Arab Emirates (UAE) or otherwise, applicable to the Company’s operations, including AML/CTF and sanctions requirements.
- 2.3 “Audit Period” means any period during which the Company, its administrator, or its appointed auditors are validating, reconciling, or reviewing records, balances, controls, or transactions.
- 2.4 “Capital” means principal funds allocated by you into a Portfolio.
- 2.5 “Capital Reimbursement” means the return of Capital principal following maturity and subject to the PRP and any applicable Portfolio restrictions.
- 2.6 “Client Investment Profile” means the profile, onboarding information, risk disclosures, and portfolio selection information you provide and that we rely upon when administering services.
- 2.7 “Connected Investments” means investments issued, managed, or administered by the Company or an affiliate, or where an affiliate provides services to the investment.
- 2.8 “Competent Authority” means any governmental, regulatory, supervisory, law enforcement, tax, sanctions, or judicial authority with jurisdiction over you, the Company, or relevant transactions.

PART 1: INTRODUCTION

DEFINITIONS (cont'd)



- 2.9 “Income” means profit, yield, distributions, or income credits attributed to your Portfolio, whether compounded or paid out, and net of applicable fees/expenses where relevant.
- 2.10 “Income Wallet” means an administrative ledger display of Income credits subject to reconciliation, compliance clearance, and operational processing.
- 2.11 “Lock-Up Period” means a strict, non-waivable period during which invested Capital, once accepted and allocated to the Portfolio, may not be withdrawn, redeemed, or otherwise accessed.”
- 2.12 “Platform” means the LGMCORP Platform, the website(s), dashboard(s), and related systems used for account access, operational servicing, and portfolio reporting.
- 2.13 “Portfolio” means any plan, mandate, fund, or portfolio allocation administered by the Company, including any sub-portfolio or strategy sleeves.
- 2.14 “PRP” means the Portfolio Reimbursement Plan governing the submission, validation, sequencing, staging, and fulfillment of reimbursements (Capital and, where applicable, Income).
- 2.15 “Processing Cycle” means a scheduled operational reimbursement cycle (including batching windows, cut-off times, and settlement workflows).
- 2.16 “Services” means the portfolio administration, dealing support, custody/settlement coordination, reporting, and investor servicing provided under the Client Agreement.

PART 1: INTRODUCTION

TERMS OF BUSINESS



3. TERMS OF BUSINESS

- 3.1 Subject to acceptance of your onboarding and compliance checks, we will provide the Services as described in the Client Agreement and any applicable Portfolio documents.
- 3.2 You appoint us as portfolio administrator and (where specified) discretionary manager for the purposes of administering Portfolios in accordance with your Client Investment Profile and selected Portfolio mandate.
- 3.3 You acknowledge that private portfolios are not bank deposits and are not designed for on-demand liquidity; liquidity is managed through the PRP, Processing Cycles, and Portfolio liquidity constraints.
- 3.4 We may rely on the information you provide (including KYC details, source-of-funds information, and wallet addresses). You are responsible for ensuring it remains accurate and up to date.
- 3.5 We may use third-party service providers (including administrators, operators, custodians, banks, payment processors, and verification vendors) and may disclose information to them where necessary to provide the Services.

PART 1: INTRODUCTION

SUMMARY OF THE TERMS



4. SUMMARY OF THE TERMS

- Part 1:** Explains interpretation and definitions used throughout the Client Agreement.
- Part 2:** Sets out information about the Company, the effective date and how the Client Agreement may be amended or terminated.
- Part 3:** Describes investment management, dealing, reporting, valuation, and AML procedures.
- Part 4:** Addresses client protection topics, including data protection and conflicts of interest.
- Part 5:** Explains custody/settlement coordination, income collection mechanics, and rights to retain funds for compliance and reconciliation.
- Part 6:** Sets out representations, undertakings, liabilities, and limitations of liability.
- Part 7:** Covers portfolio administration, instructions, communications, and special account circumstances.
- Part 8:** Includes confidentiality, notices, force majeure, assignment, waiver, entire agreement and governing law.

PART 2: USER AGREEMENT

ABOUT LGMCORP



5. ABOUT LGMCORP

- 5.1 The Company is LML CAPITAL FZE LLC (operating as LGMCORP). The LGMCORP name and Platform are operated by the Company for the purpose of private portfolio administration and investor servicing.
- 5.2 Registration, licensing, and regulatory status may differ depending on the jurisdiction of the Client and the nature of the Portfolio. Nothing on the Platform constitutes an offer to the public where such offer would be unlawful.
- 5.3 You acknowledge that the Platform is intended for private clients and/or eligible investors participating pursuant to applicable private placement exemptions (where applicable).
- 5.4 We maintain internal policies including (without limitation) AML/KYC policies, conflicts policies, security policies, and reimbursement policies, which may be made available on request or via the Platform.

PART 2: USER AGREEMENT

EFFECTIVE DATE OF APPOINTMENT



6. EFFECTIVE DATE OF APPOINTMENT

- 6.1 Before we commence Services for a new Account, the following conditions must be satisfied:
- a. Access to these Terms and applicable Portfolio documents has been provided.
 - b. We have received any required onboarding acknowledgements, agreements, and consents.
 - c. Our AML/KYC and sanctions screening requirements have been satisfied.
 - d. Any initial Capital has been received in cleared funds (or otherwise validated).
- 6.2 Unless otherwise stated in a Portfolio document, the Client Agreement takes effect when we confirm acceptance of your Account and Portfolio selection on the Platform (the “Effective Date of Appointment”).
- 6.3 We may refuse an appointment, suspend onboarding, or discontinue Services where required to comply with Applicable Law or where we reasonably determine the risk profile is unacceptable.

PART 2: USER AGREEMENT

AMENDMENTS TO TERMS



7. AMENDMENTS TO TERMS

- 7.1 We may amend these Terms by publishing an updated version on the Platform or providing notice by email.
- 7.2 Material changes affecting reimbursement processing, fees, or key rights will, where practicable, be communicated through Platform notices or direct communications.
- 7.3 Continued use of the Platform after the effective date of an amendment constitutes acceptance of the amended Terms.

PART 2: USER AGREEMENT

CLIENT AGREEMENT TERMINATION



8. CLIENT AGREEMENT TERMINATION

- 8.1 Either party may terminate the Client Agreement by written notice, subject to any ongoing obligations, open transactions, compliance holds, or Portfolio-specific restrictions.
- 8.2 Termination does not accelerate the maturity of Capital or override the Lock-Up Period, PRP, or Portfolio restrictions.
- 8.3 Upon termination, we may continue to process reconciliations, audits, compliance reviews, and settlement activities necessary to finalize administration
- 8.4 Certain provisions survive termination, including confidentiality, limitations of liability, indemnities, and governing law.

PART 3: INVESTMENT MANAGEMENT
AND DEALING SERVICES

THE SERVICES WE WILL PROVIDE



9. THE SERVICES WE WILL PROVIDE

- 9.1 We provide portfolio administration, reporting, servicing, and (where specified) discretionary management in accordance with the Client Investment Profile and Portfolio mandate.
- 9.2 Discretionary authority (where applicable) includes the ability to allocate, rebalance, and manage assets within a Portfolio without seeking prior consent for each transaction, subject to the mandate and Applicable Law.
- 9.3 We may appoint and oversee third-party operators, administrators, and service providers to support asset-level execution, reporting, and compliance.
- 9.4 We are not obligated to act on any instruction that would breach Applicable Law, create operational risk, or be inconsistent with the mandate or these Terms.
- 9.5 Nothing in these Terms guarantees investment performance, income levels, or liquidity outside the PRP and Portfolio constraints.

PART 3: INVESTMENT MANAGEMENT
AND DEALING SERVICES

DEALING



10. DEALING

- 10.1 Where we execute dealing or allocation actions, we may do so through affiliates, counterparties, brokers, operators, administrators, or other execution venues as appropriate for private markets.
- 10.2 Private market dealing may involve delays, limited transparency, and non-public pricing. We will use commercially reasonable efforts to act in the best interests of the Portfolio consistent with the mandate.
- 10.3 We may aggregate transactions across clients/portfolios where operationally efficient, provided we apply a fair allocation methodology.
- 10.4 Costs, fees, spreads, financing, and execution terms may vary across transactions and may be affected by market conditions and counterparty availability.

PART 3: INVESTMENT MANAGEMENT
AND DEALING SERVICES

NOTIFICATION, REPORTS AND VALUATIONS



11. NOTIFICATION, REPORTS AND VALUATIONS

- 11.1 We will make available periodic statements, transaction histories, and portfolio reporting through the Platform, subject to data availability and reconciliation.
- 11.2 Valuations may be based on internal methodologies, third-party appraisals, administrator inputs, and market comparables. Interim valuations may not represent realizable liquidation value.
- 11.3 Reports may be delayed due to audit validation, administrator schedules, third-party data delivery, or reconciliation requirements.
- 11.4 Forward-looking statements or targets are illustrative and not guarantees; actual results may differ materially.

PART 3: INVESTMENT MANAGEMENT
AND DEALING SERVICES

ANTI-MONEY LAUNDERING



12. ANTI-MONEY LAUNDERING

- 12.1 We apply AML/KYC, sanctions screening, beneficial ownership checks, and may request source-of-funds/source-of-wealth documentation.
- 12.2 We may place compliance holds on Accounts or transactions pending successful completion of checks or where required by a Competent Authority.
- 12.3 We may report suspicious activity where required by Applicable Law and may be prohibited from disclosing such reporting.
- 12.4 Failure to provide requested documentation may result in delayed processing, rejected transactions, restricted access, or termination.

PART 4: CLIENT PROTECTION

DATA PROTECTION



13. DATA PROTECTION

- 13.1 We process personal data to provide Services, comply with Applicable Law, conduct AML/KYC, and maintain security and audit trails.
- 13.2 We may share data with service providers on a need-to-know basis subject to contractual safeguards.
- 13.3 You are responsible for ensuring that data you provide is accurate and that you have authority to provide it (including for entity beneficial owners).
- 13.4 Security controls (including MFA, device verification, and transaction verification) may be implemented and adjusted to address evolving risks.

PART 4: CLIENT PROTECTION

CONFLICTS OF INTERESTS



14. CONFLICTS OF INTERESTS

- 14.1 We may face conflicts of interest (including use of affiliates, allocation of opportunities, differing fee structures, and service provider selection).
- 14.2 We maintain a conflicts management framework designed to identify, manage, and where appropriate disclose conflicts.
- 14.3 We may transact with affiliates or connected parties where permitted by Applicable Law and where we reasonably determine it is in the best interests of the Portfolio.

PART 5: CUSTODY

CUSTODY SERVICES



15. CUSTODY SERVICES

- 15.1 Assets may be held through custodians, administrators, SPVs, nominees, or other structures appropriate for the asset type and jurisdiction.
- 15.2 We may coordinate holding arrangements but do not guarantee performance of third-party custodians or administrators beyond our contractual rights.
- 15.3 Legal title, beneficial ownership, and holding structures may vary by asset and Portfolio documentation; you acknowledge such structures may affect enforcement and recovery.

PART 5: CUSTODY

SETTLEMENT



16. SETTLEMENT

- 16.1 Transfers and settlements may occur through banking rails and may be subject to cut-off times and third-party processing constraints.
- 16.2 Settlement finality may be delayed by bank compliance, reversals, recalls, sanctions screening, or operational issues beyond our reasonable control.
- 16.3 We may adjust ledger balances to reflect settled amounts and to correct errors discovered during reconciliation.

PART 5: CUSTODY

INCOME COLLECTION



17. INCOME COLLECTION

- 17.1 Income may be collected through operators, tenants, counterparties, administrators, and may be subject to timing differences and deductions (expenses, reserves, taxes).
- 17.2 Income allocations displayed are administrative until validated and may be adjusted during reconciliation or audit.

PART 5: CUSTODY

RIGHT TO RETAIN YOUR FUNDS



18. RIGHT TO RETAIN YOUR FUNDS

- 18.1 We may retain, delay, or restrict transfers where reasonably necessary to comply with Applicable Law, satisfy AML/KYC, respond to Competent Authority requests, prevent fraud, or complete reconciliation/audit validation.
- 18.2 We may retain funds to satisfy fees, expenses, chargebacks, reversals, taxes, or other liabilities properly due under the Client Agreement or Portfolio documents.
- 18.3 Retention under this clause does not constitute a breach where exercised reasonably and in good faith.

PART 5: CUSTODY

FOREIGN LAW AND PRACTICE

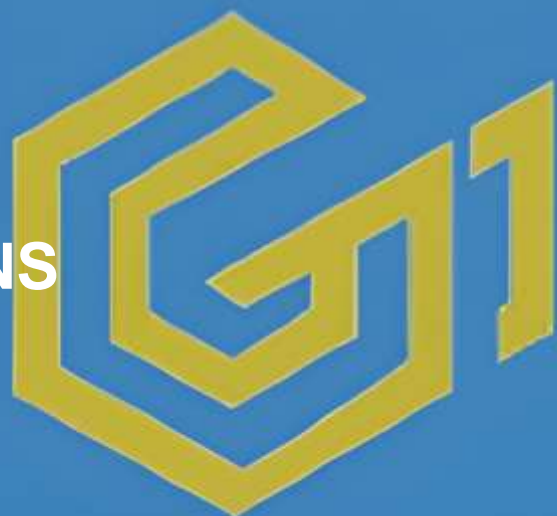


19 FOREIGN LAW AND PRACTICE

- 19.1 Assets may be located or operated in jurisdictions outside the Client's home jurisdiction; local laws/practices may apply.
- 19.2 Foreign laws may affect enforceability, taxation, withholding, reporting, and asset realization timelines.
- 19.2 Cross-border transactions may be subject to additional checks, delays, and restrictions.

PART 6: LIABILITY AND INDEMNITY

YOUR REPRESENTATIONS AND WARRANTIES



20. YOUR REPRESENTATIONS AND WARRANTIES

- 20.1 You warrant information provided is true, complete, and not misleading and will be updated promptly if it changes.
- 20.1 You represent that Capital is from legitimate sources and that you are not subject to sanctions or acting on behalf of a sanctioned person.
- 20.1 If acting for an entity, you represent you have authority to bind it and that beneficial ownership information is accurate.

PART 6: LIABILITY AND INDEMNITY

YOUR UNDERTAKINGS



21. YOUR UNDERTAKINGS

- 21.1 You agree to comply with Applicable Law in relation to your use of the Platform and the Services.
- 21.2 You agree not to misuse the Platform or interfere with system integrity.
- 21.3 You agree to cooperate with compliance requests and provide documentation promptly.

PART 6: LIABILITY AND INDEMNITY

YOUR LIABILITIES



22. YOUR LIABILITIES

- 22.1 You are responsible for losses arising from inaccurate instructions or incorrect wallet addresses, except to the extent caused by our gross negligence or willful misconduct.
- 22.1 You are responsible for your own tax reporting and obtaining independent advice; we do not provide tax advice.
- 22.1 You are responsible for costs arising from reversals, recalls, chargebacks, or compliance actions attributable to your actions or omissions.

PART 6: LIABILITY AND INDEMNITY

LIMITATIONS TO OUR LIABILITY



23. LIMITATIONS TO OUR LIABILITY

- 23.1 To the maximum extent permitted by Applicable Law, we are not liable for indirect, consequential, special, punitive, or exemplary damages.
- 23.2 We are not liable for delays or failures caused by third parties, banking rails, compliance requirements, or Force Majeure Events.
- 23.3 Nothing limits liability for fraud or willful misconduct where such limitation would be unlawful.

PART 7: PORTFOLIO ADMINISTRATION

INSTRUCTIONS AND POWER OF ATTORNEY



24. INSTRUCTIONS AND POWER OF ATTORNEY

- 24.1 You appoint us as your agent for the limited purpose of administering allocations, processing instructions, coordinating settlement, and performing operational acts necessary to provide the Services.
- 24.2 You authorize us to act on instructions received through the Platform that we reasonably believe to be from you or an authorized representative.
- 24.3 We may refuse or delay instructions that are unclear or present compliance/operational risk and may require additional verification.

PART 7: PORTFOLIO ADMINISTRATION

COMMUNICATIONS



25. COMMUNICATIONS

- 25.1 Communications may be provided through the Platform, email, or other channels we designate.
- 25.2 We may record communications for compliance and quality purposes where permitted.
- 25.3 Support response times are not guaranteed and may be extended during audit periods, reconciliation cycles, or infrastructure transitions.

PART 7: PORTFOLIO ADMINISTRATION

JOINT ACCOUNTS



26. JOINT ACCOUNTS

- 26.1 Where an Account is held jointly, we may treat instructions from any authorized holder as binding unless we have notice of restrictions.
- 26.2 Joint holders are jointly and severally liable for obligations under the Client Agreement.

PART 7: PORTFOLIO ADMINISTRATION

DEATH OF AN INDIVIDUAL ACCOUNT HOLDER



27. DEATH OF AN INDIVIDUAL ACCOUNT HOLDER

- 27.1 Upon notice of death, we may restrict Account access pending receipt of satisfactory documentation (probate, legal representative authority).
- 27.2 We may continue to hold assets and balances until entitlement is confirmed and compliance checks are completed.

PART 8: GENERAL INFORMATION

CONFIDENTIALITY



28. CONFIDENTIALITY

- 28.1 Non-public information relating to the Platform, Portfolios, and operations is confidential and may not be shared without our consent except as required by law.
- 28.2 We may disclose information to service providers and authorities as necessary to provide Services and comply with Applicable Law.

PART 8: GENERAL INFORMATION

NOTICES



29. NOTICES

- 29.1 Notices may be provided via the Platform or by email to your registered address.
- 29.1 You are responsible for keeping your contact information current.

PART 8: GENERAL INFORMATION

FORCE MAJEURE EVENT



30. FORCE MAJEURE EVENT

- 30.1 Force Majeure includes events beyond our reasonable control that prevent or materially hinder performance, including natural disasters, war, civil unrest, cyber incidents, widespread infrastructure outages, banking rail disruptions, or regulatory actions.
- 30.2 During Force Majeure, we may suspend or modify Services, processing cycles, and reimbursement operations without liability to the maximum extent permitted by law.

PART 8: GENERAL INFORMATION

ASSIGNMENT AND NOVATION



31. ASSIGNMENT AND NOVATION

- 31.1 You may not assign your rights without our prior written consent.
- 31.2 We may assign or novate the Client Agreement to an affiliate or successor as part of a reorganization, provided your rights are not materially prejudiced.

PART 8: GENERAL INFORMATION

WAIVER



32. WAIVER

32.1 Failure to enforce a provision is not a waiver.

32.3 A waiver must be in writing and signed by the waiving party.

PART 8: GENERAL INFORMATION

ENTIRE AGREEMENT AND THIRD PARTIES



33. ENTIRE AGREEMENT AND THIRD PARTIES

33.1 These Terms, together with applicable Portfolio documents, constitute the entire agreement regarding the Services.

33.2 Except as expressly stated, no third party has rights under these Terms.

PART 8: GENERAL INFORMATION

GOVERNING LAW



34. GOVERNING LAW

34.1 These Terms and any dispute or claim (including non-contractual disputes) arising out of or in connection with them shall be governed by the laws of United Arab Emirates (UAE).

34.1 Subject to any mandatory provisions of Applicable Law, the courts of the UAE shall have jurisdiction in relation to disputes, and you submit to that jurisdiction.

SCHEDULE 1 — STRICT CAPITAL LOCK-UP, PRP, INCOME
WALLET, REFERRAL CREDITS AND AUDIT MECHANICS

STRICT CAPITAL LOCK-UP



A. STRICT CAPITAL LOCK-UP

- A.1 Capital allocated to a Portfolio is subject to a strict, non-waivable Lock-Up Period from the date of allocation acceptance.
- A.2 During the Lock-Up Period, Capital Reimbursements are not permitted, and the Platform may not display a withdrawal option for locked allocations.
- A.3 The Lock-Up Period is intended to prevent forced liquidation, enable predictable capital deployment, and align investor liquidity expectations with private market execution realities.
- A.4 Requests for early Capital Reimbursement do not create entitlement and may be declined without further justification.

SCHEDULE 1 — STRICT CAPITAL LOCK-UP, PRP, INCOME
WALLET, REFERRAL CREDITS AND AUDIT MECHANICS

PORTFOLIO REIMBURSEMENT PLAN (PRP): DETAILED AUTHORITY

B. PORTFOLIO REIMBURSEMENT PLAN (PRP): DETAILED AUTHORITY

- B.1 Following maturity, Capital Reimbursements are administered exclusively under the PRP.
- B.2 Submission of a reimbursement request initiates administrative processing and verification, but does not constitute a guarantee of settlement by a particular time.
- B.3 The PRP authorizes the Company, acting reasonably and in good faith, to stage reimbursements, pay in installments, batch requests, apply minimum thresholds, and sequence reimbursements to preserve Portfolio stability and ensure orderly processing.
- B.4 Sequencing may take into account compliance clearance, verification status, operational feasibility, banking settlement constraints, and equitable treatment among Clients.
- B.5 Operational timelines displayed on the Platform are estimates describing handling and initiation and do not constitute binding settlement guarantees.

SCHEDULE 1 — STRICT CAPITAL LOCK-UP, PRP, INCOME
WALLET, REFERRAL CREDITS AND AUDIT MECHANICS

INCOME WALLET — ADMINISTRATIVE CREDITS & DISCRETIONARY WITHDRAWALS

C. INCOME WALLET — DISCRETIONARY WITHDRAWALS

- C.1 Income displayed in the Income Wallet represents administrative credits and remains subject to reconciliation, audit validation, compliance clearance, and operational processing.
- C.2 Income withdrawals are discretionary. The Company may approve, defer, stage, cap, or decline Income withdrawals where reasonably necessary for compliance, reconciliation integrity, operational stability, or other legitimate administrative grounds.
- C.3 The Company may apply processing cycles, batching windows, cut-off times, minimum thresholds, or administrative sequencing to Income withdrawals to maintain auditability, reduce fragmentation, and ensure equitable processing.
- C.4 Income accrual is not guaranteed and may be adjusted to correct errors or reflect updated performance information, expenses, reserves, impairments, or reconciled results.

SCHEDULE 1 — STRICT CAPITAL LOCK-UP, PRP, INCOME
WALLET, REFERRAL CREDITS AND AUDIT MECHANICS

AUDIT PERIODS — CAPITAL PAUSE AUTHORITY



D. AUDIT PERIODS — CAPITAL PAUSE AUTHORITY

- D.1 During an Audit Period or reconciliation review (including system migrations or onboarding of new audit firms), the Company may temporarily pause Capital Reimbursements where reasonably necessary to validate balances, records, controls, and operational integrity.
- D.2 Where Capital Reimbursements are paused, Income withdrawals may continue on a discretionary basis if operationally feasible and subject to compliance clearance and reconciliation controls.
- D.3 Audit-related restrictions are intended to protect investor accuracy, prevent erroneous releases, and preserve equitable treatment.
- D.4 The Company will use commercially reasonable efforts to progress audit and reconciliation work efficiently; however, no fixed audit timeline is guaranteed given dependencies on third parties and banking rails.

SCHEDULE 1 — STRICT CAPITAL LOCK-UP, PRP, INCOME
WALLET, REFERRAL CREDITS AND AUDIT MECHANICS

REFERRAL CREDITS — ADMINISTRATIVE STATUS, REINVESTMENT RESTRICTIONS & STRUCTURED DISBURSEMENT

E. REFERRAL CREDITS — ADMINISTRATIVE STATUS, REINVESTMENT RESTRICTIONS & STRUCTURED DISBURSEMENT

- E.1 Definition and classification. “Referral Credits” means commissions, referral-based rewards, upline/downline incentives, and similar performance credits attributed to a Client due to referral activity, whether displayed as part of Income or within any referral/affiliate ledger on the Platform.
- E.2 Administrative status. Referral Credits are administrative allocations and remain subject to validation, reconciliation, compliance clearance, and operational processing prior to withdrawal approval.
- E.3 Reinvestment-derived referral restriction (your key requirement). Where Referral Credits are generated directly or indirectly from Capital Reimbursements, rollover activity, or reinvestment of reimbursed Capital (including internal transfers designated as “reinvestment”), the Company may restrict, defer, stage, or sequence the withdrawal of those Referral Credits during an Audit Period or reconciliation cycle, where reasonably necessary to preserve accounting integrity and prevent erroneous releases.
- E.4 High-balance structuring authority. The Company may, act reasonably and in good faith, coordinate structured disbursement (including staged or installment-based payouts) of Referral Credits where (i) balances exceed internal concentration thresholds, (ii) operational sequencing is required for equitable processing, or (iii) audit validation and reconciliation requires coordinated release.

SCHEDULE 1 — STRICT CAPITAL LOCK-UP, PRP, INCOME
WALLET, REFERRAL CREDITS AND AUDIT MECHANICS

REFERRAL CREDITS — ADMINISTRATIVE STATUS, REINVESTMENT RESTRICTIONS & STRUCTURED DISBURSEMENT cont'd

E. REFERRAL CREDITS — ADMINISTRATIVE STATUS, REINVESTMENT RESTRICTIONS & STRUCTURED DISBURSEMENT

- E.5 No forfeiture of validated credits. Nothing in this section permits arbitrary forfeiture of validated Referral Credits. Where credits are validated and cleared, the Company will process them in accordance with the applicable processing cycle, sequencing rules, and any structured disbursement arrangement implemented under this Agreement.
- E.2 Relationship to other documents. Where a separate leadership or incentive agreement applies, that agreement may provide additional terms for the calculation and disbursement of specific rewards; in the event of conflict, the specific incentive agreement prevails to the extent of conflict.