

TERMS OF SERVICE

Effective Date: May 5th, 2026

Please read these Terms of Service of BMCP GmbH (collectively with Black Manta Capital Partners S.à.r.l. and its subsidiaries "**BMCP**", "**we**", "**us**" or "**our**") (the "**Terms of Service**") fully and carefully before using our investment portal (the "**Site**" or "**Portal**") and the services, features, content or applications offered by BMCP (together with the Site, the "**Services**"). The term "**User**", "**you**" or "**You**" shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Site, in particular Issuers or Investors. These Terms of Service set forth the legally binding terms and conditions for your use of the Site and the Services.

IMPORTANT NOTICE

The information to which this Portal gives access is exclusively intended for persons who are not located in or resident of certain other restricted jurisdictions, and who are otherwise permitted to receive such information.

The information to which this Portal gives access does not constitute an offer or an invitation to purchase securities in the United States, Australia, Canada, Japan, South Africa or the People's Republic of China or in any other jurisdiction in which such offer or invitation is not authorised or to any person to whom it is unlawful to make such offer or invitation.

Users of this information are requested to inform themselves about and to observe any such restrictions. Securities cannot be offered or sold in the United States without registration under the United States Securities Act of 1933, as amended, or pursuant to an exemption from such registration.

1. Acceptance of Terms of Service

- 1.1. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

- 1.2. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.
- 1.3. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

2. Provision of Services

In the BMCP Portal Users may provide and raise funds. BMCP only acts as broker of such funding process. Users as Issuers may raise certain funds by Users as Investors through the BMCP Portal and receive certain benefits relating to such Issuers in return if an investment has been successful. The Services offered in the BMCP Portal are only offered to Users who fulfil certain conditions set forth in these Terms of Service and who have successfully registered in the BMCP Portal and accepted these Terms of Service. It is the responsibility of the Issuers and/or Users to independently assess in detail the implications of the Services and products provided by the BMCP Portal on their business or individual financial position. BMCP may, at its sole discretion, from time to time and without prior notice to you, modify, suspend or disable, temporarily or permanently the Services, in whole or in part, for reasons such as, but not limited to, as a result of a security incident.

3. Eligibility

You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

4. Content

- 4.1. For purposes of these Terms of Service, the term “**Content**” includes, without limitation, information, data, text, photographs, videos, audio clips, software, algorithms, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, “Content” also includes all User Content (as defined below).
- 4.2. **User Content.** All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively “**User Content**”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws,

rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

- 4.3. **Notices and Restrictions.** The Services may contain Content provided by us, our partners or our users that is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.
- 4.4. **Use License.** Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.
- 4.5. **License Grant.** By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Site, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. You also hereby do and shall grant each user of the Site and/or the Services a non-exclusive, perpetual license to access your User Content through the Site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.
- 4.6. **Availability of Content.** We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Services.

5. Rules of Conduct

- 5.1. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services.
- 5.2. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Services, including without limitation any User Content, that:
 - infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
 - you know is false, misleading, untruthful or inaccurate;
 - is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
 - constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
 - contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
 - impersonates any person or entity, including any of our employees or representatives; or
 - includes identification documents or sensitive financial information of any person, unless you are authorised to provide such information and it is required for registration, identity verification, anti-money laundering checks, payment processing or the presentation of an investment opportunity on the Portal.
- 5.3. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.
- 5.4. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you

receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

- 5.5. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

6. Registration, KYC/AML and sanctions

- 6.1. In order to use the BMCP Portal to its full extent, each User must register and create an account in the BMCP Portal (each a **"User Account"**). The registration requires all requested data to be provided completely and truthfully. The registration and the use of certain Services may require identification documents and financial information, in particular for identity verification and anti-money laundering checks. BMCP processes such data in accordance with applicable data protection law, in particular Regulation (EU) 2016/679 (GDPR), and applicable anti-money laundering law. In providing the registration information, you agree that you will not provide false information, omit or misrepresent information, or otherwise conceal your identity or any material information. By clicking on the button 'Complete registration' the User submits a binding offer to conclude a contract for the use of the Services that require registration and agrees to these Terms of Service as valid at the time of registration. Before sending this binding offer the User may check and amend the provided information. The User may then receive a confirmation email for registration, however, such email does not imply an acceptance of the User's offer. BMCP may only declare the acceptance under the condition that the User clicks on the activation link given in the confirmation email. This link must be clicked on in order to activate the account. If the account is not activated within a reasonable period of time the registration process will be stopped and all previously filled-in data will be deleted. Furthermore, BMCP will only provide its Services for registered Users if such User complies with the conditions set forth herein and as set forth in the BMCP Portal. The contract is only concluded when the declaration of acceptance is submitted by BMCP, which is sent with a separate email or upon first (full) access to the BMCP Portal for registered Users.
- 6.2. There is no legal entitlement for using the Services provided by BMCP. BMCP has the right to stop or deny any registration without giving any reasons. BMCP reserves the right to refuse to accept any User who fails to provide sufficient information or who, in our opinion, is unqualified to invest in the given asset class.
- 6.3. Please note that the BMCP Portal does not allow registration of individual or corporate Investors or Issuers currently residing in countries subject to restrictive measures (sanctions) of the European Union, as listed in the EU Sanctions Map (<https://www.sanctionsmap.eu>). Please also note that, due to regulatory restrictions, the BMCP Portal may reject Users who are citizens of, incorporated in, or residing in the United States of America.

- 6.4. If an individual person is registering on behalf of a business entity as Investor or Issuer, such individual person and business entity warrant that such individual person has the authority to bind that entity to these Terms of Service. Furthermore, all registration information must be kept up to date at all times. This means that you shall notify operators of the BMCP Portal promptly of any material change in the validity of previously provided information via email or by amending such details in your User Account.
- 6.5. Following successful registration, you will be able to use the BMCP Portal. Please note that, depending on the investment, use of the BMCP Portal may require a wallet. Users may use an existing wallet. Where available for the respective investment, investments may also be made in fiat currency (see Section 9.2).
- 6.6. Please note that BMCP reserves the right to change Portal specifications at any time.

7. Representations of User

- 7.1. Representations and warranties are personal statements or assurances given by you on which we will rely when we provide the Services to you. By using the BMCP Portal, you represent and warrant that all of the following is true at all times:
 - 7.1.1. You are at least 18 years old and have full legal capacity under German law;
 - 7.1.2. You are of sound mind and judgement;
 - 7.1.3. All the details that you have submitted to us or any details given to us when opening an User Account and/or making a deposit are accurate, up-to-date, complete and not misleading, and any bank account, payment card or wallet you use to make or receive payments is held in your name or, in the case of a wallet, is under your sole control;
 - 7.1.4. You will notify us immediately of any changes to any information you have provided to us in connection with these Terms of Service;
 - 7.1.5. You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide and it is your responsibility to make sure that you comply with all laws and regulations applicable to you before using the Services.
 - 7.1.6. You have verified and determined that your use of the Services does not violate any such laws or regulations of any jurisdiction that applies to you;
 - 7.1.7. All money that you use and invest through the Services does not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority.

8. Third Party Services

The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

9. Payments and Billing

- 9.1. Paid Services. Certain of our Services may be subject to payments now or in the future (the “**Paid Services**”). Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms of Service.
- 9.2. Payment Method. You can invest on the Portal using the payment methods made available for the respective investment. These may include, in particular, fiat currencies (such as EUR or USD) by bank transfer (e.g. SWIFT or SEPA), credit or debit cards, cryptocurrencies (such as BTC or ETH) transferred from your existing wallet, and any other payment methods offered on the Portal from time to time. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method.
- 9.3. When you choose to use a credit or debit card for your payment, we and the Issuers on our Portal will use a third-party payment processor (the “**Payment Processor**”) to bill you through a payment account linked to your User Account on the Services (your “**Billing Account**”) for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Service. We are not responsible for errors by the Payment Processor. By choosing to use Paid Services, you agree to pay, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “**Payment Method**”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.
- 9.4. Currency Risk. Please note that the currency risk, including exchange rate fluctuations of fiat currencies and cryptocurrencies, remains with you and not with the Portal or the Issuer until the funds have been received by the Issuer.

- 9.5. Current Information Required. YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, BANK ACCOUNT INFORMATION, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY.
- 9.6. Change in Amount Authorized. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of value added tax (VAT) or other statutory taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.
- 9.7. User funds. BMCP does not accept direct payments of User funds and at no time do User funds pass through our accounts. All invested funds are directly transferred to the Issuers' accounts and/or wallets. If an Investor or any person transfers funds by accident to BMCP please contact Alexander Rapatz who is in accordance with Paragraph 81 (5) WpHG our officer for the protection of financial instruments and funds: Alexander Rapatz – alex@blackmanta.capital

10. Termination

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. In this case, information associated with your User Account may be deleted; statutory retention obligations (in particular under anti-money laundering, commercial, tax and securities laws) take precedence over any deletion. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11. Indemnification

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these Terms of Service, or infringement by you, or any third party using your User Account or identity in the Services, of any intellectual property or other right of any person or entity, including your use of the Services to provide a link to another website or to upload Content or other information to the Services. We reserve

the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

12. Limitation of Liability

- 12.1. In the event our Services are free of charge the statutory liability provisions shall apply.
- 12.2. In the event our Services are not free of charge the following shall apply: Liability of BMCP for damages caused by or in connection with the execution of contractual obligations shall be excluded. The limitation of liability shall not apply to:
 - 12.2.1. damages arising out of death, injury to body or health;
 - 12.2.2. damages due to a neglect of duty by BMCP concerning essential contractual rights and obligations, which are absolutely necessary for a proper execution of the contract, and which might endanger the fulfilment of the contractual purpose (material contractual obligations). In that case, however, liability shall be limited to typical and foreseeable damages;
 - 12.2.3. damages caused deliberately or due to gross negligence by BMCP;
 - 12.2.4. liability according to the Product Liability Act;
 - 12.2.5. liability in the case of the acceptance of a guarantee.
- 12.3. An exemption from liability as well as limitations of liability of BMCP shall also apply to the legal representatives and assistants of BMCP. Section 17.2 (Force Majeure) remains unaffected.
- 12.4. BMCP is not responsible for the success of the listed projects in its Portal and shall therefore not be deemed liable for any failure. The Portal operates solely as an investment broker and not as an investment advisor.

13. Governing Law and Jurisdiction

- 13.1. This offer is exclusively and expressly subject to German law to the exclusion of the reference norms of German international private law and the UN Convention on Contracts for the International Sales of Goods. For all disputes arising out of or in connection with this offer, including disputes concerning the valid conclusion infringement, dissolution or invalidity, the exclusive jurisdiction of the court having subject matter jurisdiction at the registered office of BMCP in Munich – Germany, and exercising jurisdiction in commercial matters is agreed.

- 13.2. For consumer transactions, the above provisions also apply to the extent that they are permitted under the provisions of REGULATION (EU) No 1215/2012 (OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012) on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

14. Modification

- 14.1. We reserve the right, in our sole discretion, to modify or replace any of these Terms of Service, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) at any time and without notice to you. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the Services following notification of any changes to these Terms of Service constitutes acceptance of those changes, which will apply to your continued use of the Services going forward. Your use of the Services is subject to the Terms of Service in effect at the time of such use.

15. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You may submit Feedback by emailing us at feedback@blackmanta.capital. You acknowledge and agree that all Feedback will be the sole and exclusive property of us and you hereby irrevocably assign to us and agree to irrevocably assign to us all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

16. Email

By registering or placing an order with us, you consent to receive e-mails from us regarding your registration, your User Account and your orders. We will only send you commercial e-mails (such as newsletters or marketing communications) if you have given your express prior consent (opt-in), for example by ticking a separate checkbox. You may withdraw this consent at any time with effect for the future, for example by using the unsubscribe link contained in each such e-mail or by contacting us.

17. Miscellaneous

- 17.1. Entire Agreement and Severability. These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site, and supersede all prior or contemporaneous

communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

- 17.2. Force Majeure. "Force Majeure" means any event beyond our reasonable control, including in particular natural disasters, epidemics, war, terrorism, civil unrest, labour disputes (including strikes and lockouts), acts or orders of public authorities, cyberattacks, and the failure or degradation of mechanical, electronic or communications systems, third-party networks or blockchain networks. We shall not be liable for any failure or delay in performing our obligations under these Terms of Service to the extent caused by Force Majeure. This definition applies to all references to Force Majeure in these Terms of Service.
- 17.3. These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.
- 17.4. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.
- 17.5. Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to feedback@blackmanta.capital.
- 17.6. No Waiver. Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.
- 17.7. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

You may contact us at the following address:

BMCP GmbH
Schießstättstraße 28 / RGB
D-80339 Munich
contact@blackmanta.capital