



GOVERNANCE & COMPLIANCE · BINDING AGREEMENT

Terms and Conditions of Use

Effective April 2026

Governs access to goneke.com and associated platforms

Confidential — for use by intended recipients only

GONEKE INVESTMENT GROUP

GONEKE INVESTMENT GROUP · WWW.GONEKE.COM



Terms and Conditions of Use

The binding agreement between you and Goneke Investment Group governing access to goneke.com and associated digital platforms.

Please read these Terms carefully. By accessing or using this Site, you confirm that you have read, understood, and agree to be legally bound by these Terms. If you do not agree, you must immediately discontinue use of the Site.

01 PARTIES AND AGREEMENT

These Terms and Conditions of Use (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and Goneke Investment Group Proprietary Limited (South Africa), including its affiliates, subsidiaries, officers, directors, employees, agents, representatives, and successors (collectively, “GIG,” “we,” “us,” or “our”).

GIG is an alternative asset manager and private equity firm incorporated in the Republic of South Africa. GIG makes its website at goneke.com and associated subdomains, mobile applications, and other digital platforms (collectively, the “Site”) available to professional and institutional users for information and engagement purposes.

By accessing, browsing, registering for, or otherwise using the Site or any Services, you confirm that you have read, understood, and agree to be bound by these Terms, our Privacy Notice, our Cookie Notice, and any supplementary terms posted on the Site. If you do not agree, you must immediately discontinue use of the Site.

02 DEFINITIONS

TERM	MEANING
Affiliates	Any entity that directly or indirectly controls, is controlled by, or is under common control with GIG.
Content	All text, data, graphics, images, videos, software, research reports, market analyses, and other materials available on the Site, including AI-Assisted Content and User Submissions.
AI-Assisted Content	Any output, analysis, summary, or material produced in whole or in part through the use of artificial intelligence tools, large language models, or algorithmic systems, whether or not disclosed as such.
Services	Any functionalities, tools, information, advisory resources, or interactive features provided via the Site, such as financial data, investment research, or account management tools.
User Submissions	Any material — text, data, documents, ideas, or feedback — that you transmit or otherwise make available through the Site, including through any Investor Portal.



TERM	MEANING
Confidential Information	Any non-public information relating to GIG, its clients, portfolio companies, or counterparties disclosed through the Site or Services that is marked confidential or that a reasonable person would understand to be confidential.

03 ELIGIBILITY, CLIENT CATEGORISATION, AND ACCOUNT REGISTRATION

You must be at least 18 years of age (or the legal age of majority in your jurisdiction, if higher) and possess the legal capacity to enter into binding contracts to access or use the Site. If acting on behalf of an entity, you represent and warrant that you are duly authorised to bind that entity to these Terms.

The Site is intended exclusively for professional clients, eligible counterparties, qualified investors, or their duly authorised representatives, as those terms are defined under applicable law, including the FSCA's regulatory framework under FAIS, EU MiFID II, or equivalents. The Site is not intended for, and must not be relied upon by, retail clients or members of the general public.

GIG categorises users as professional clients or eligible counterparties where applicable under relevant regulations. Re-categorisation requests may be submitted but are at GIG's sole discretion and may result in modified or withdrawn access to Services.

Where account registration is required, you agree to provide accurate, current, and complete information and to update it promptly as necessary. You are responsible for maintaining the confidentiality of your account credentials and for all activities occurring under your account. GIG reserves the right to suspend, terminate, or refuse access to any account, without notice, for any reason, including suspected violations of these Terms.

04 ACCESS, MONITORING, AND LICENCE GRANT

Subject to these Terms, GIG grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Site and Services for your internal, non-commercial purposes (or commercial purposes if explicitly authorised in writing by GIG). This licence does not extend to any resale, distribution, scraping, republication, or derivative use without GIG's prior written consent.

Your use of the Site may be monitored, recorded, and analysed by GIG for security, compliance, regulatory, and operational purposes. Data collected may be shared with regulators, affiliates, or third-party service providers as necessary and in accordance with our Privacy Notice. You consent to such monitoring and acknowledge that communications through the Site may be recorded.

05 INTELLECTUAL PROPERTY RIGHTS

All Content on the Site is owned by GIG, its Affiliates, licensors, or third-party providers and is protected under international copyright, trademark, patent, trade secret, and other intellectual property laws. You may view, download, or print Content solely for your personal or internal business use, provided you retain all proprietary



notices and do not modify, reproduce, distribute, or create derivative works without GIG's express written permission.

Trademarks, logos, and service marks displayed on the Site, including "Goneke Investment Group" and "GIG," are the property of GIG or its licensors. No licence or right to use any mark is granted without prior written approval from GIG.

5.1 AI training and automated processing reservation

GIG expressly reserves all rights in the Content against use by artificial intelligence systems, large language models, automated crawlers, scraping tools, or any system designed to extract, train on, or otherwise process Content for machine learning purposes. Specifically:

- No Content on this Site may be used, reproduced, extracted, or processed for the purpose of training, fine-tuning, or otherwise developing any AI model or generative AI system without GIG's prior written consent.
- This reservation constitutes a machine-readable reservation of rights for the purposes of Article 4(3) of the EU Directive on Copyright in the Digital Single Market (DSM Directive) and Article 53 of the EU AI Act.
- Any automated system accessing the Site is required to respect this reservation. Continued access by AI training systems after notice of this restriction may constitute copyright infringement and unauthorised access under applicable law.

06 DISCLAIMERS OF WARRANTIES

The Site, Content, and Services are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, timeliness, non-infringement, or freedom from viruses or other harmful components. GIG does not warrant that the Site will be uninterrupted, secure, error-free, or compatible with your systems.

Financial or investment-related Content is for informational purposes only and is derived from sources believed to be reliable but not independently verified. Content may include AI-Assisted Content, which is subject to the limitations described in our Disclaimer. Past performance is not indicative of future results. GIG assumes no obligation to update or correct any Content.

07 LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, GIG, its Affiliates, and their respective representatives shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages arising from or related to your use of the Site, Content, or Services, including but not limited to losses from reliance on Content, system failures, unauthorised access, investment decisions, or business interruptions.

Liability is capped at the greater of USD 100 or any fees paid by you to GIG in the preceding 12 months. This limitation applies regardless of the legal theory (contract, tort, negligence, or otherwise), and does not apply to liability arising from fraud, wilful misconduct, or any liability that cannot lawfully be excluded or limited.



In jurisdictions where such limitations are restricted, including certain EU member states, this provision shall apply only to the fullest extent permissible under local law. GIG shall have no liability for acts or omissions of third parties, including market disruptions, regulatory changes, or failures of linked sites.

08 NO INVESTMENT ADVICE, RECOMMENDATIONS, OR SOLICITATIONS

Content and Services do not constitute personalised investment, financial, legal, tax, accounting, or regulatory advice. They are provided without regard to your specific objectives, financial situation, risk tolerance, or needs and should not be construed as recommendations, offers, or solicitations to buy, sell, or hold any security, financial product, instrument, or strategy.

Investments involve significant risks, including the potential for total loss of principal. You must independently assess suitability and consult qualified advisors before engaging in any transactions. GIG is not registered as an investment adviser in all jurisdictions and disclaims any fiduciary duties unless explicitly agreed in writing. Please refer to GIG's full Disclaimer for a comprehensive risk disclosure.

09 USER SUBMISSIONS, CONDUCT, AND ACCEPTABLE USE

9.1 User submissions

Where you submit materials through the Site, including through any Investor Portal, you grant GIG a limited, non-exclusive, revocable licence to use such materials solely for the purpose of providing the Services to you and fulfilling any engagement under an agreed mandate. GIG will treat User Submissions in accordance with its Privacy Notice and any applicable confidentiality agreement.

You represent and warrant that you own or have all necessary rights to any User Submission and that it does not infringe third-party rights, violate laws, or contain harmful elements, including viruses or malicious code. You are solely responsible for User Submissions, and GIG assumes no liability in respect of their content.

9.2 Prohibited conduct

You agree not to:

- Attempt to gain unauthorised access to any part of the Site, its systems, or any related networks;
- Use automated systems, including bots, scrapers, crawlers, or AI training pipelines, to extract, reproduce, or process Content from the Site without GIG's prior written consent;
- Post, transmit, or make available through the Site any material that is illegal, defamatory, obscene, harassing, fraudulent, or infringes third-party intellectual property rights;
- Impersonate any person or entity, or misrepresent your identity or affiliation;
- Engage in commercial solicitation or unauthorised marketing through the Site;
- Attempt to circumvent any security or access-control mechanism; or
- Take any action that violates applicable law, these Terms, or GIG's published policies.



GIG may monitor, edit, or remove any User Submission and may terminate or suspend access for violations. GIG is not obligated to take any particular action but reserves the right to do so.

10 PRIVACY AND DATA PROTECTION

Your personal data is handled in accordance with our Privacy Notice. GIG complies with applicable global data protection laws, including POPIA, the GDPR, the UK GDPR, and the CCPA/CPRA.

Where GIG operates digital services accessible to users in the European Union, GIG acknowledges the obligations arising under the EU Data Act (Regulation (EU) 2023/2854, effective 12 September 2025) with respect to user data rights and data portability. Where applicable, GIG will provide EU users with access to data generated through their use of GIG's connected digital services in accordance with those obligations.

For users in regions with enhanced data protection requirements, local law shall prevail to the extent it conflicts with these Terms.

11 THIRD-PARTY LINKS, SERVICES, AND INTEGRATIONS

The Site may contain links to or integrations with third-party websites, services, or content. GIG does not endorse, control, or assume responsibility for such third-party elements, including their accuracy, privacy practices, or availability. Use of third-party resources is at your sole risk and subject to those parties' own terms and policies.

12 ACCESSIBILITY

GIG is committed to ensuring the Site is accessible to users of all abilities. We aim to align with internationally recognised web accessibility standards, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, and we are mindful of our obligations under the European Accessibility Act (Directive (EU) 2019/882), which applies to digital services offered to users in the European Union.

If you encounter accessibility barriers when using the Site, please contact us at legal@goneke.com and we will make reasonable efforts to address them.

13 INDEMNIFICATION

You agree to indemnify, defend, and hold harmless GIG, its Affiliates, and their respective representatives from any claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising from: (i) your use of the Site; (ii) your violation of these Terms; (iii) your infringement of any third-party right; or (iv) any User Submissions you make through the Site.



14 REGULATORY COMPLIANCE: AML, KYC, AND SANCTIONS

GIg maintains compliance programmes in respect of anti-money laundering (AML), know-your-client (KYC), counter-terrorism financing (CTF), and sanctions under applicable frameworks, including FICA in South Africa, UN Security Council sanctions, OFAC sanctions, and EU and UK sanctions regimes.

GIg reserves the right to decline, suspend, or terminate any access or engagement where due diligence requirements cannot be satisfied. Users are responsible for ensuring that their access to and use of the Site is lawful in their jurisdiction.

GIg is monitoring the development of the Conduct of Financial Institutions Bill (COFI Bill), which is expected to be promulgated in 2026 and will introduce a new regulatory framework applicable to alternative investment fund managers in South Africa. GIg will update its policies and these Terms as COFI requirements are finalised and come into force.

15 GOVERNING LAW, DISPUTE RESOLUTION, AND JURISDICTION

These Terms are governed by the laws of the Republic of South Africa, without regard to conflict-of-laws principles. If any provision conflicts with mandatory local laws in your jurisdiction, it shall be interpreted or modified to comply while preserving the original intent to the fullest extent possible.

Any disputes arising from or relating to these Terms, the Site, or the Services shall be resolved exclusively through binding arbitration in Johannesburg, South Africa, administered by the Arbitration Foundation of Southern Africa (AFSA) under its rules, in English. Claims not exceeding USD 100,000 shall be determined by a single arbitrator; claims exceeding that amount shall be determined by three arbitrators. The arbitration award shall be final and binding. No class, consolidated, or representative actions are permitted.

Notwithstanding the above, GIg may seek injunctive or interim relief in any court of competent jurisdiction to protect its intellectual property, Confidential Information, or other rights where urgency requires it. You waive any objections to venue or jurisdiction in South African courts for such purposes.

16 FORCE MAJEURE

GIg shall not be liable for any failure or delay in performance due to events beyond its reasonable control, including acts of God, war, armed conflict, terrorism, pandemic, natural disaster, strikes, regulatory action, cyberattacks, or failure of third-party infrastructure. GIg will use reasonable efforts to minimise the impact of such events and to resume normal operations as promptly as practicable.



17 AMENDMENTS, NOTIFICATION, AND TERMINATION

17.1 Amendments

GIG may amend these Terms at any time. Where changes are material, GIG will provide notice by one or more of the following means: (i) displaying a prominent notice on the Site; (ii) sending an e-mail to your registered address; or (iii) posting the updated version on the Site with an updated effective date. It is your responsibility to review the Terms periodically. Continued use of the Site following notice of amended Terms constitutes your acceptance of the revised Terms.

Where a court finds that a particular update was not adequately communicated, only the version of the Terms in force at the time of the relevant activity shall apply to any dispute arising from that activity.

17.2 Termination

GIG may terminate or suspend your access to the Site or Services at any time, with or without notice, including for actual or suspected violation of these Terms, or for operational, regulatory, or security reasons. Upon termination, the licence granted to you under §04 shall immediately cease.

Provisions that by their nature should survive termination shall do so, including Sections 5, 6, 7, 8, 9.1, 13, 14, 15, and 19.

18 INTERNATIONAL USE, EXPORT CONTROLS, AND COMPLIANCE

You are responsible for complying with all applicable local laws, including export controls and sanctions regulations, such as U.S. Export Administration Regulations, EU dual-use rules, or UN sanctions. The Site is controlled from the Republic of South Africa and may not be accessible or appropriate in all jurisdictions. Access from jurisdictions where such access is prohibited is unauthorised.

Nothing on the Site constitutes a solicitation or offer directed at users in jurisdictions where GIG has not obtained or does not hold the applicable authorisation or licence. Users must confirm that accessing the Site is lawful under the laws of their own jurisdiction before doing so.

19 MISCELLANEOUS PROVISIONS

- **Severability** — if any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- **Waiver** — no failure or delay by GIG in exercising any right shall constitute a waiver of that right; no waiver of any breach shall constitute a waiver of any subsequent breach.
- **Entire agreement** — these Terms, together with the Privacy Notice, Cookie Notice, Disclaimer, and any executed engagement agreements, constitute the entire understanding between you and GIG with respect to the Site and Services, and supersede all prior agreements or representations.
- **Assignment** — GIG may assign its rights or obligations under these Terms without your consent. You may not assign your rights or obligations without GIG's prior written approval.



- **Electronic communications** — you consent to the electronic delivery of all communications, agreements, disclosures, and notices. Electronic signatures and acceptances are valid and enforceable under applicable law.
 - **Client money and assets** — where applicable, client funds or assets held by GIG shall be treated in accordance with relevant regulations, including segregation requirements where applicable under FICA, FCA rules, or equivalents. Unclaimed assets may be liquidated or transferred to the relevant authority after reasonable notice and in accordance with applicable law.
 - **Language** — these Terms are executed in English. Where translated, the English version shall prevail in the event of any conflict.
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20 NOTICES AND CONTACT

Notices from GIG may be provided via the Site, e-mail, or postal mail. Your notices to GIG must be sent to:

Email legal@goneke.com

For privacy matters info@goneke.com

Goneke Investment Group South Africa Proprietary Limited

Attn: Legal & Compliance

70 Melville Road, Illovo

Johannesburg, Gauteng, 2196 · South Africa

For UK/EU correspondence:

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