

Terms of Service

As of March 2025

Sine Qua Non Capital LLC ("SQN", "WE", "US", "OUR" AND THE "COMPANY") IS AN SEC-REGISTERED BROKER-DEALER AND MEMBER OF FINRA AND SIPC.

SQN ACTS AS PLACEMENT AGENT IN CONNECTION WITH PRIVATE PLACEMENTS and ADVISORY ON THE SAME. THE TERMS OF SERVICE SET FORTH BELOW ("TERMS") GOVERN YOUR USE OF THE SERVICES OFFERED BY SQN (THE "SERVICES"). THESE TERMS ARE LEGALLY BINDING WITH RESPECT TO ALL ACTIVITIES AND SERVICES RELATING TO THE SERVICES.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SERVICES. YOUR USE OF THE SERVICES SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

YOU AGREE THAT SQN MAY MAKE CHANGES TO THE TERMS AND SERVICES OFFERED AT ANY TIME.

WE WILL NOTIFY YOU OF ANY SUCH MATERIAL REVISIONS, BUT YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS. YOUR CONTINUED USE OF THE SERVICES AND THE ASSOCIATED SERVICES SHALL CONSTITUTE YOUR CONSENT TO SUCH CHANGES TO THE TERMS.

ALL TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING ASSIGNED TO THEM IN THE MAINSHARE'S TERMS OF SERVICE OR PRIVACY POLICY.

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None of the information contained on this website, or our communications with you, constitutes a recommendation by SQN or its affiliates/ officers/ registered personnel to buy or sell any securities, futures, options, or other financial instruments or other assets or provide any investment advice or service.

The information contained on this website has been prepared without reference to any particular user's investment requirements or financial situation. The information and services provided is not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or

self-regulatory organization or where we are not authorized to provide such information or services. Some products and services described in the Investment Portal may not be available in all jurisdictions or to all customers.

1. Services

SQN aims to assist entrepreneurs in structuring the capital raise they seek, in either equity or debt (or both) for whatever purposes they require (“Capital Services”). SQN will collaborate closely with you to identify potential Investors suitable for your firm. SQN will work alongside you to collect equity commitments from investors, essential for securing financing and successfully closing the deal. SQN will not prepare the necessary regulatory filings, including a Regulation D offering, and handle the required Securities and Exchange Commission (SEC) submissions for your private placement (as required), that is your obligation.

SQN will utilize its best efforts to identify potential Investors aligned with Your business goals and requirements. However, SQN does not guarantee the availability of specific investors or the success of securing investments from any particular party.

Although our team is available 24/7 to support You in Your business Capital Services endeavors, we do not guarantee the success of any Capital Services You undertake. Our Capital Services are meant to assist and facilitate the process, but the ultimate outcome depends on various factors beyond our control.

2. Fees

SQN is compensated for the placement services by the Issuers with which SQN will work with, typically in the form of a percentage of the investment amount raised. Investors will not pay any fees to us. However, Investors may be subject to fees charged by the Issuers that Investors invest in. Investors should carefully review the offering documents for the Issuers, to ensure that Investors understand any fees owed. Investors may pay fees and costs whether such Investor makes or loses money on their investment(s). Fees and costs will reduce any amount of money an Investor makes on their investment over time.

The way SQN makes money creates some conflicts with Investors’ interests. Investors should understand and ask SQN about these conflicts as they may affect the Services SQN provides to Investors.

3. Indemnification

You agree to indemnify, defend and hold harmless SQN, affiliates, officers and employees (the “SQN Indemnified Parties”) from any claim or demand, including reasonable attorneys’ and experts’ fees and costs, arising out of your use of the website, including information made available to you through our services, or the violation of these Terms, including any breach of your covenants or agreements hereunder. The SQN Indemnified Parties reserve the right, at their own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you based on a third-party

claim and, in such case, you agree to cooperate with the SQN Indemnified Parties in the defense of such matter.

4. Limitation of Liability

You expressly understand and agree that, to the full extent permitted by applicable laws, in no event will SQN be liable for damages, losses and expenses of whatever nature and however arising, including without limitation direct or indirect, special, incidental, consequential, exemplary or punitive damages, losses or expenses, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible loss, arising in connection with the website, services, or use thereof or inability to use by any party, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if SQN or its representatives are advised of the possibility of such damages, losses or expenses.

Hyperlinks to or from other internet resources are accessed at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements; the content, accuracy, opinions expressed and SQN does not endorse other links provided by these resources. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis. In the event that the foregoing disclaimer of liability is held to be invalid or unenforceable, you agree that the maximum cumulative aggregate liability of SQN to you for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence and strict liability), or otherwise) at any time shall be the lesser of USD\$100 or the aggregate cumulative amount paid by you to SQN up to and including the time of the incurrence of such liability, if any, for our services. You agree that any cause of action arising out of or related to our services must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

5. SQN Binding Arbitration

If you and SQN are unable to resolve a dispute through informal negotiations, either you or the Company may elect to have the dispute finally and exclusively resolved by binding arbitration in accordance with the rules of FINRA. Any election to arbitrate by one party shall be final and binding on the other. You hereby agree to arbitrate any controversy or claim before FINRA.

Privacy Policy

SQN Securities LLC ("SQN" or the "Firm") recognizes and embraces the importance of keeping our customers' confidential financial information private. This privacy policy ("Privacy Policy") describes how SQN processes the information we collect about you.

By accessing or using our Website and/or our services or otherwise manifesting your assent, you agree to be bound by this Privacy Policy. If you do not agree to (or cannot comply with) all of the terms of this Privacy Policy, you may not access or use the Website and/or our services.

Federal legislation requires us to notify our customers of our privacy practices by describing the types of non-public information we may collect in the ordinary course of business, and explain the ways that we protect their privacy:

- We will safeguard, according to strict standards of security and confidentiality, nonpublic, personal information our customers share with us. “Nonpublic, personal information,” for example, would include such information as your home address, social security number and credit information. We will maintain safeguards to protect that information and conduct our business in a manner that keeps personal customer information secure.
- We will limit the collection and use of customer information to the minimum we require to deliver exceptional service and to administer our business, recognizing, however, that we may need to obtain confidential information to provide financial advisory work and to conduct appropriate due diligence in our investment banking business.

Information We Collect and How We Use It

Sources of Information We Collect. We collect personal information from customers from sources, including but not limited to the following:

- From customers on engagement letters, related agreements, and in the course of our examination of your business and prospects;
- From your transactions with us, our affiliates and others;
- From contact forms on the Website, which may include your name, email address, and other information as found on the contact form;
- From non-affiliated third parties in the course of our due diligence. We restrict access to non-public personal information to SQN’s employees and agents who need to know this information to provide products or services to you.

Service-Related Use. We use your contact information for purposes of providing you with information about our services, responding to your inquiries, sending you email alerts (including marketing emails, and providing services to you. We also use your information for administrative purposes such as pursuing our legitimate interests including without limitation, direct marketing, research and development, network and information security, fraud prevention, and complying with our legal obligations.

Third-Party Analytics. We use one or more third-party analytics services to evaluate your use of the Website, by compiling reports on activity (based on their collection of IP addresses, Internet service providers, browser types, operating systems and languages, referring and exit pages and URLs, data and time, amount of time spent on particular pages, what sections of the Website you visit, the number of links clicked, search terms and other similar usage data) and by analyzing performance metrics. Third parties use cookies and other technologies to help collect, analyze, and provide us with reports or other data. By accessing and using the Website, you consent to the processing of data about you by these

analytics providers in the manner and for the purposes set out in this Privacy Policy. For more information on these third parties, including how to opt out from certain data collection, please ask us and we will be able to direct you to the applicable third-party.

Information to Affiliates. As permitted by applicable law, we may disclose personal information to our affiliates, joint ventures, or other companies under common control in order to communicate and/or provide you with information about the products and services offered by us or our affiliates. Our affiliates or partners (i.e. funds in which we are raising capital for or the individuals/ firms we refer over) who receive your personal information will process any information disclosed to them in the same manner as described under this Privacy Policy. Where required under applicable law, we will obtain your prior opt-in consent to send you marketing communications. In some cases, you may be able to request limitations on what information we can share with our affiliates. If you wish to limit our ability to disclose your information to our affiliates, please contact erin@sqn-capital.com.

HOW WE PROTECT YOUR INFORMATION

SQN takes privacy and security of personal information seriously. Accordingly, it is SQN's policy that we will not share personal customer information (of either current or former customers) with anyone, other than our affiliates or business partners, unless pursuant to customer authorization or as permitted by law. Whenever we retain other organizations to provide support services on behalf of SQN we will require them to protect customers' personal information. When necessary, we will review and revise our Privacy Policy to protect personal customer information.

LINKS TO EXTERNAL WEBSITES

The Website may contain links to third-party websites ("External Sites"). SQN has no control over the privacy practices or the content of any such External Sites. As such, we are not responsible for the content or the privacy policies of such External Sites. You should check the applicable privacy policy and terms of use when visiting any such External Sites.

CHANGES TO THIS PRIVACY POLICY

This Privacy Policy is effective as of the last updated date stated at the top of this Privacy Policy. We may change this Privacy Policy from time to time with or without notice to you. By accessing the Website after we make any such changes to this Privacy Policy, you are deemed to have accepted such changes. Please be aware that, to the extent permitted by applicable law, our use of the information collected is governed by the Privacy Policy in effect at the time we collect the information. Any updates to the policy will be posted on the Website as soon as practicable. Please refer back to this Privacy Policy on a regular basis.

HOW TO CONTACT US

If you have questions about this Privacy Policy or wish to submit a request pursuant to Section 1798.83 of the California Civil Code, please email us at erin@sqn-capital.com with "Privacy Policy" in the subject line.

BUSINESS CONTINUITY STATEMENT

Sine Qua Non Capital LLC (the “company”), plans to quickly recover and resume business operations after a significant business disruption (SBD) and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm’s books and records, and allowing our customers to transact business. In short, our company’s business continuity plan (BCP) is designed to permit us to resume operations as quickly as possible, given the scope and severity of the SBD.

The BCP addresses: data backup and recovery; all mission-critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

The product sponsor or issuer maintains all records related to your investments and account holdings and backs up important records in accordance with their business continuity plan. For more information on their contingency plan, please contact the sponsor or issuer directly at the telephone number provided on your offering documents or through their website.

Significant business disruptions: The company’s plan takes into account two kinds of significant business disruptions, internal and external. Internal SBDs affect only the company’s ability to communicate and do business, such as a fire or loss of electrical power in the office or building. External SBDs prevent the operation of the securities markets or a number of firms, such as a terrorist attack, a natural disaster, or another event that causes a wide-scale, regional disruption in essential services.

Internal SBDs: In the event of a disruption in the company’s business operations due to an internal SBD, the company will attempt to continue to conduct business as usual by utilizing alternative communication methods (if available), such as the internet, cell phones, etc., or by moving its operations to an alternate location.

If personnel or operations must be moved to an alternate location, the company anticipates that it will resume regular operations typically within 2-4 hours.

External SBDs: In the event of a disruption in the company’s business operations due to an external SBD, the company will attempt to continue to conduct business as usual by moving its operations to an alternate location outside the affected area, if possible, or by providing customers with alternative communication arrangements, as indicated below, to conduct business or to access their funds and securities.

The company will attempt to resume business within 24-48 hours and to keep its customers informed regarding relevant events to the best of its ability based on the circumstances.

In all cases, the company will resume normal business operations as soon as it is able to do so, based on the type and the extent of the disrupting event.

If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customers prompt access to their funds and securities.

Communications: In the event you are unable to reach the company at our main number, please proceed as follows:

1. Contact the company at the following alternate telephone number: 636-675-3746.
2. Contact the private placement issuer directly at the number listed on applicable offering documents.
3. Access the issuer website for more information on contacting this entity and their business continuity plans. The website address can generally be found on your offering documents.
4. Contact FINRA's district office at the following telephone number for more information on the company's status and additional instructions.

Contact information: Any questions regarding the company's business continuity plan should be addressed to Erin Baskett, Erin@SQN-Capital.com.

Securities offered through Sine Qua Non Capital, LLC, Member [FINRA/SIPC](#).

DISCLAIMER

This website in its entirety is for informational purposes only, and no part of this website constitutes an offer, invitation, or recommendation to buy, sell, subscribe for, or issue any securities, or a solicitation of any such offer. Private placement securities are illiquid and investing in them may be speculative. Investing in all securities involves risks, and there is always the potential of losing money when you invest in securities. Neither Sine Qua Non Capital nor any of its affiliates or registered personnel provide, and nothing herein should be construed to be, legal, tax, or accounting advice.

Nothing herein should be interpreted to state or imply that past results are an indication of future performance, nor should it be interpreted that FINRA, the SEC, or any other securities regulator approves of any securities offered by Sine Qua Non Capital.

Check the Background of this firm on FINRA's [BrokerCheck](#)