

SCRAMBLE GENERAL TERMS OF USING THE PLATFORM

Important note: version in any language other than English (Estonian, Russian or else) is for user reference only. By registering as a user of the website www.scrambleup.com, you agree that all agreements concluded on the website as well as any other information provided on the website shall be in English and versions in other languages are for reference only. In case of contradictions between any non-English and English language version, the English language version shall prevail.

1. Applicability of the Terms of Use

- 1.1. These Scramble General Terms of Using the Platform (hereinafter the **Terms of Use**) regulate the legal relations between the registered users (hereinafter the **User**) of the website **www.scrambleup.com** and its subpages (hereinafter the **Platform**) and **Scramble OÜ** (registry code 14991448, located at Harju maakond, Tallinn, Kesklinna linnaosa, Pärnu mnt 22, 10141, e-mail ask@scrambleup.com; hereinafter **Scramble**), arising from the usage of the Platform.
- 1.2. In order to use the Platform a person is required to register the appropriate types of user and virtual accounts in their name, as defined in the Sections 3 and 4. By registering these accounts with the Platform, the User agrees to the terms and conditions of these Terms of Use and thereby an agreement under the Terms of Use is concluded between the User and Scramble.
- 1.3. Scramble reserves the right to amend the Terms of Use or include additional conditions. These amendments and additions shall enter into force from the moment the User agrees to the new version of Terms of Use via the Platform.
- 1.4. By starting to use the Platform, the User confirms to have read and understood the Terms of Use and agrees to comply with them.
- 1.5. These Terms of Use are the only agreement concluded between Scramble and the Users regarding the use of the Platform. Scramble does not conclude personalised Platform usage contracts with individual Users.

2. Service Provided by Scramble and Prices

- 2.1. Scramble, as an operator of the Platform, shall enable the registered Users of the Platform to use the Platform for its intended purpose, incl. make declarations of intent and conclude transactions (incl. via the Secondary Market, as specified in Section 9). The functionality of the Platform, incl. the Secondary Market, allows the Users to sell and buy monetary claim rights (hereinafter **Claim(s)**) arising from financing agreements previously concluded via the Platform (hereinafter **Financing Agreement(s)**) by concluding respective claim assignment agreements (hereinafter **Assignment Agreement(s)**). Scramble has the sole right to change the functionality of the Platform and the Terms of Use without advance notice, including limiting existing functionality or adding additional functionality to the Platform.
- 2.2. The abovementioned transactions shall be carried out by Users according to the terms agreed to by the parties of each Financing Agreement and/or Assignment Agreement.
- 2.3. The User will pay the following fees at the rates specified by Scramble at the web site **www.scrambleup.com**:
 - The **Scramble Service Fee**;
 - Other transaction expenses and fees related to the use of the Platform according to these Terms of Use.
- 2.4. Scramble shall automatically debit (without an additional authorization from the User) the aforementioned expenses and fees from the User's Virtual Account (as defined in Section 4.1), for the transaction made in relation to which Scramble has the right to request reimbursement of expenses or payment of a fee.

- 2.5. Any and all expenses and fees related to the use of the Platform shall be debited in EUR from the User's Virtual Account.
- 2.6. Upon User request, Scramble shall provide the User **with the statements** detailing the financing and claim assignment transactions concluded by the User and related expenses and fees. Scramble may require **5** (five) or more **business days** (based on business operations of banks in Estonia) after such financing or charging take place to produce the corresponding statements. The User can download statements from their account.
- 2.7. Scramble is entitled to unilaterally amend the rates of the Scramble Service Fee and other transaction expenses and fees at any time, including to establish new fees related to the use of the Platform. The valid rates are available on the Platform. Scramble shall notify the Users of any changes in the rates and fees at least 10 (ten) days in advance through the Platform.

3. User Account

- 3.1. In order to use the Platform a person is required to register a user account in their name (hereinafter the **User Account**). Only persons who passed Scramble's User due diligence process to the extent that Scramble deems necessary can register a User Account in their name. A person applying for registration of a User Account is required to submit to Scramble any and all information that Scramble requests. Scramble has the sole discretion to open or refuse to open a User Account without giving any reasons for doing so. Scramble may repeat the due diligence checks as it sees fit and the User must provide any and all information required by Scramble for such purpose.
- 3.2. The Platform can be used via three different types of User Accounts – **Founder, Business** and **Investor** (each as defined in Sections 3.4– 3.6). Each type of User Account enables the User to use the Platform in different set of rights and abilities as allowed by the designated functionalities of the Platform.
- 3.3. Upon registering a User Account, each person chooses the type of User Account they wish to register and enters and/or imports from an available third party their contact information and other data required by Scramble into the respective application form of the Platform.
- 3.4. The User Account of a founder of a business (a natural person, hereinafter the **Founder**) enables the Founder to manage previously concluded financing transactions and assignment transactions on behalf of their Business(es) (as defined in Section 3.5) and to enter into Surety Agreements (as defined in Section 7.2) to secure obligations of their Business(es). Registration of new User Accounts for Founders is currently not available.
- 3.5. Only incorporated and validly existing legal persons that are linked to the Founders, i.e. in which a Founder has a direct or indirect shareholding of at least 10% (hereinafter the **Business**) can use the Platform for entering into agreements. The above notwithstanding, a Business is only able to use the Platform for fundraising if the Founder is authorized to act as its legal representative as evidenced to Scramble by the Founder. Registration of new User Accounts for Businesses is currently not available.
- 3.6. The User Account of an investor can be registered by a natural person and a legal person (hereinafter the **Investor**) and it enables the Investor to invest funds in Business(es) associated with individual Founders, incl. by way of acquiring Claims on the Secondary Market.
- 3.7. The User on whose behalf the User Account has been created shall be responsible for the rights and obligations related to the User Account. Among other things, the User shall be a party to the transactions concluded via the User Account. In addition, the Business shall be a party to and bound by the transactions concluded in its name by its Founder acting as the representative of the Business. Terms and conditions of a respective transaction, accepted separately by the User, shall apply to transactions concluded on the Platform.
- 3.8. Scramble shall have the right to limit the rights of each User (separately or collectively) using the Platform via different types of User Accounts in terms of specific usage rights, including limitation of access and/or usage rights with respect to certain parts of the Platform.
- 3.9. To enter the Platform, a User is required to enter their username and password. In order to

use the Platform, Scramble may unilaterally request the User to identify themselves via electronic identification (e.g., ID card or Mobile-ID), bank link, identity verification platform operated by a third person or any other identification method acceptable to Scramble. To submit declarations of intent and give approvals that bear legal consequences, Scramble may request the verification of such declarations and approvals by the User's electronic signature or any other method of authentication.

- 3.10. After opening the User Account, the User shall receive a welcome letter (which contains individual User reference number to be used in any money transactions) to their e-mail address specified in registration form on the Platform.

4. Virtual Account

- 4.1. After registering a User Account, the Platform creates (as a part of the User Account) an individual virtual account for the User for performing transactions via the Platform and for keeping track of financial obligations and claims, which have arisen on the basis of the Terms of Use and/or as a result of the transactions concluded on the Platform (hereinafter the **Virtual Account**).
- 4.2. To be able to use the Virtual Account, the User shall provide the Platform with any and all accurate information required by Scramble in the respective application form of the Platform. Scramble preserves the right to unilaterally prohibit and prevent the use of the Virtual Account if there is any erroneous, incomplete or misleading information provided by a User or for any other reason whatsoever with or without assigning the reason.
- 4.3. The Virtual Account shall reflect the amount of funds transferred by the User to Scramble for the purpose of performing transactional obligations entered into via the Platform and the funds received from other Users as a result of transactions concluded by the User via the Platform.
- 4.4. As the result of opening the Virtual Account, the User shall receive the confirmation letter to their e-mail address specified in registration form on the Platform.
- 4.5. The User may transfer funds to Scramble via an authorized e-payment system (i.e. Wise, etc.) and/or bank account transfer from a bank account registered to the name of the User in a licensed credit institution, registered or operating in a state which is a Contracting Party to the EEA Agreement or in a state where equivalent money laundering and terrorist financing prevention measures are applied and which is accepted by Scramble. Scramble shall have the right to request documents, which confirm compliance of the payment account with the conditions referred to herein. The User is required to indicate the individual reference number provided by the Platform for the User in the payment order.
- 4.6. If the payment account from which a transfer was made to Scramble does not belong to the respective User or does not meet any other conditions set forth in Section 4.5, also if the reference number set forth in Section 4.5 is not indicated in the payment order, Scramble shall have the right to transfer the amount back to the account from which the payment was made and request compensation from the User for expenses related to returning the payment. Scramble shall have the same right in case Scramble suspects that the funds are related to money laundering or any other unlawful activity.
- 4.7. The amount of the payment made by the User to Scramble in accordance with Section 4.5 is registered in the Virtual Account and the User shall use it in order to perform obligations arising from transactions concluded via the Platform or the Terms of Use to the parties to the transactions made via the Platform as well as to Scramble in accordance with Section 10.
- 4.8. Unless provided otherwise in the Terms of Use, the User may request from Scramble, to the extent of the positive balance of the non-booked funds reflected in the Virtual Account, payment of the funds reflected in the Virtual Account to the User, by giving a payment order to Scramble via the respective application of the Platform. The abovementioned order shall be considered as instructions of the User to Scramble to transfer the amount referred to in the order to the payment account of the User.
- 4.9. Scramble shall make payments to the User only to the payment account disclosed to Scramble by the User. The User has the right to request from Scramble to make the

payments only to the payment account registered to the name of the User in a licensed credit institution or another payment service provider, which is registered or operating in a state which is a Contracting Party to the EEA Agreement or in a state where equivalent money laundering and terrorist financing prevention measures are applied and is accepted by Scramble. Scramble shall have the right to refuse to make a payment to a payment account that does not belong to the User or does not meet any other condition set forth in this Section. Scramble shall also have the right to request documents, which confirm compliance of the payment account with the conditions referred to herein.

- 4.10. The User shall cover the transfer expenses of payments made by the User to Scramble. Expenses related to the payments made by Scramble to the User and other expenses related to the payments made for the purposes of execution of transactions and activities by the User shall be reimbursed to Scramble by the User according to the rates established by Scramble.
- 4.11. Scramble shall keep the funds transferred to it by the Users in the payment account, which Scramble has opened on its name in a licensed credit or payment institution, which is registered or operating in state, which is a Contracting Party to the EEA Agreement. The funds on Scramble's respective payment account are excluded from Scramble's assets. Scramble shall keep track and report the funds of the Users separately from its own funds. The funds transferred by the User to the payment account of Scramble shall belong to the User to the extent of the positive balance of the Virtual Account. Scramble shall not calculate interest on the funds of the User kept with Scramble and no such interest shall be payable to the User.
- 4.12. Scramble shall be entitled to withhold payment transfer fees due by the User to Scramble in accordance with Section 4.10 from the funds on the Virtual Account.
- 4.13. Scramble shall be entitled to make deductions from the Virtual Account (without any further instructions from the User) in order to ensure that the User's obligations arising from the Terms of Use are performed, including for the payment of Scramble's fees.

5. Investing

- 5.1. In order to invest funds on the Platform, the Investors have previously selected the Fundraising Request (as defined in Section 6.1 below) they wanted to invest in, and submitted, via the respective function of the Platform, a declaration of intent to invest funds, wherein the Investor has specified the amount of financing offered by them and approved the standard terms and conditions to the financing agreement to be concluded with the respective Business (hereinafter the **Financing Agreement**). There may have been several types of Financing Agreements available for selection by the Investors (including in connection with the same Fundraising Request) on different terms and conditions. In particular, payments to be made by the Business to Investors under one type of Financing Agreement may have been subordinated to payments to be made under another type of Financing Agreement. The Platform does not currently support conclusion of new Financing Agreements. Investors have the option to transfer their claim rights arising from previously concluded Financing Agreements to other Investors via the Secondary Market in accordance with Section 9.
- 5.2. Prior to acquiring Claims on the Secondary Market in accordance with Section 9, Investors are advised to acquaint themselves with the terms and conditions of the specific Assignment Agreement related to the Claim they wish to acquire before they submit the respective Sale Acceptance in accordance with Section 9.5.
- 5.3. The Investor can review the Financing Agreements previously concluded by them via their User Account at any given time and get an overview of the crediting and debiting of funds in the Virtual Account, which has taken place on the basis of the Financing Agreements previously concluded as a result of declarations of intent submitted by the Investor.

6. Initiating the Fundraising

- 6.1. In order to raise funds from the Investors for financing their Business(es), Founders have previously used the respective functionality of the Platform for submitting the request for fundraising (hereinafter the **Fundraising Request**), provided that all relevant prerequisites under the Terms of Use had been met. The Platform does not currently support submission

of new Fundraising Requests.

- 6.2. The information included in the Fundraising Request and any other information provided by the Founder at Scramble's request was published to all other Users on the Platform at the time. Founders who have submitted Fundraising Requests are liable to each relevant User and Scramble for the correctness and completeness of such information. The information and conditions included in the Fundraising Request are binding to the respective Founder and cannot be amended afterwards.

7. Founder Fundraising Limits and Sureties

- 7.1. Scramble has previously assigned a personal fundraising limit (hereinafter the **Fundraising Limit**) to each Founder on the Platform, indicating the maximum limit of personal financial obligations of the respective Founder arising from any and all of the Financing Agreements concluded by the Founder on the Platform.
- 7.2. After submission of the Fundraising Request of a Business, each Founder linked to that Business has previously entered into a surety agreement to secure the payment obligations of, among other, the Business under the respective Financing Agreement (hereinafter the **Surety Agreement**).
- 7.3. With the aforementioned Surety Agreement each linked Founder (as a guarantor) has undertaken to be liable individually and collectively with other Founders linked to that Business, on the terms and conditions specified in the Surety Agreement, for the obligations of the Business arising from the Financing Agreements concluded by the Business as a result of a specific Fundraising Request in the maximum amount of the respective Founder's Fundraising Limit.

8. Conclusion of the Financing Agreements

- 8.1. To invest their funds, Investors have previously given acceptances to the Businesses' proposals to raise funds via submitting declarations of intent to conclude Financing Agreements as described in Section 5. The Platform does not currently support conclusion of new Financing Agreements.

9. Secondary Market

- 9.1. The Investors are entitled to transfer the Claims arising from their Financing Agreements to other Investors via the Platform by using the Platform's Secondary Market functionality. Investors have no right to transfer or sell their Claims other than via the Secondary Market of the Platform.
- 9.2. The Investor may choose to sell the whole or part of a Claim on the Secondary Market by submitting a Sale Offer on the Secondary Market. The Investor also provides other conditions of the Sale Offer as requested by the Platform.
- 9.3. The Investor may choose the part of the Claim the Investor wishes to submit on the Secondary Market with or without a discount or mark-up. Any discount or mark-up shall be calculated from the principal amount of the Claim subject to the Sale Offer via the Platform.
- 9.4. By submitting a Sale Offer, the Investor confirms the submission of a binding offer to all Investors on the Platform made at the time of the submission. The Investor consequently provides authorization to Scramble to publish the respective Claim on the Secondary Market.
- 9.5. All Investors are entitled to acquire the whole or part of the Claim at the price stipulated by the Investor who submitted the Sale Offer by submitting a Sales Acceptance. Before submitting the Sales Acceptance, the User has the possibility to review the information published on the Platform about the Financing Agreement concluded between the Investor and the Business, the sample terms and conditions of the Assignment Agreement to be concluded between the respective Investor and other Investor(s), and the special terms of the Assignment Agreement, and the sample suretyship/guarantee agreement(s) securing performance of the obligations arising from the Financing Agreement.

- 9.6. Each Investor is eligible for a reconsideration period of 4 (four) calendar days (hereinafter the **Reconsideration Period**). This means that the Investor can change or revoke the Sales Acceptance to invest on the Platform in the listed Claims within 4 calendar days from the day they submitted their original Sales Acceptance. The Reconsideration Period begins upon initial submission of the Sales Acceptance, the date of which is recorded in the relevant User account.
- 9.7. Any Sales Acceptance submitted by the Investor in accordance with this Section 9 is deemed to be binding to and irrevocable by the Investor after the expiration of the Reconsideration Period. By submitting the Sales Acceptance, the new Investors authorizes Scramble to book respective funds on the User's Virtual Account (these funds cannot be used for acquiring other Claims or withdrawn to the Investors payment account).
- 9.8. The Investor may revoke the Sale Offer at any time before the Claim or any part of it is sold by way of a Sales Acceptance by another Investor at any time before any Investor has submitted a Sale Acceptance. The Sale Offer is deemed to be revoked at the moment when it is no longer listed on the Secondary Market.
- 9.9. The Sales Acceptances submitted by the Investors shall be registered and executed chronologically considering the Reconsideration Period.
- 9.10. Scramble may revoke the Sale Offer of the Investor on the Secondary Market in case overdue debts by the relevant Investor have occurred. The Sale Offer may be reactivated once any debts are paid. The Secondary Market may also be deactivated temporarily to ensure the proper functioning of the Platform, i.e., during payment days under the Financing Agreements.
- 9.11. Scramble is entitled to revoke Investor's Sale Offer or Sales Acceptance on the Secondary Market on occasions, where according to these Terms of Use or other agreement concluded via the Platform Scramble's right to limit or revoke the Investor's user rights has arisen.
- 9.12. Once a Sale Offer has received Sales Acceptance(s) in sufficient amount to cover the listed Claim from other Investor(s), and after the expiration of the Reconsideration Period, an Assignment Agreement is deemed to be concluded. The Sales Acceptance is a declaration of the will of an Investor to acquire the relevant Claim, thus giving acceptance to the proposal made by the Sale Offer on the terms stipulated therein.
- 9.13. Sales Acceptance cannot be submitted if the relevant Investor does not have sufficient positive balance on their User Account at that time.
- 9.14. Once the Assignment Agreement is concluded, Scramble shall transfer the agreed sale price to the Investor who submitted the Sale Offer from the new Investor's funds on their User Account. The transaction information will thereafter be visible to each Investor on their respective User Account. The Investor who sold their Claim may withdraw the positive balance from their User Account in accordance with Section 4.8 above.
- 9.15. From the conclusion of the Assignment Agreement, all further payments from the Business arising from the Claim shall be forwarded to the new Investor according to the Assignment Agreement.
- 9.16. Each Claim and part of Claim may only be sold / transferred via the Secondary Market once. If a Claim or part of Claim has been transferred via the Secondary Market by the original Investor who acted as the lender under the respective Financing Agreement, it may not be transferred again.
- 9.17. The Claims may not be assigned, transferred or sold to any third parties or in any other way than via the services offered on the Platform. If any such assignment, transfer or sale nevertheless takes place, such assignment is not binding on the Investor(s), the Businesses or Scramble.
- 9.18. The new Investor hereby confirms and understands that by acquiring a Claim, the Investor shall not become the sole creditor of the Business under the Financing Agreements concluded via the Platform. The Investor only acquires the Claim which has been listed on the Platform by the Investor (i.e., a part of all monetary claims against the Borrower arising

from the Financing Agreements concluded via the Platform). Scramble shall process the Claim pursuant to these Terms of Use, the respective Financing Agreement and respective the Assignment Agreement together with other Claims belonging to other Investors on the Platform which arise from other Financing Agreements concluded via the Platform.

- 9.19.** The new Investor understands and accepts the risk of default by the Business, as a result of which the new Investor may not fully recover the Claim. Scramble does not undertake to facilitate the performance of the Business's obligations under the Financing Agreement. Scramble may, at its full discretion, undertake to facilitate performance of the Investor's obligations under the Assignment Agreement (however, Scramble is not obliged to take any action). Further Service Fees may apply depending on the actions taken. In any event, Scramble shall not be liable for any loss deriving from the Claim, including Scramble shall not compensate the new Investor for the Claim Price or any part of it.

10. Fulfilment of Financial Obligations via Virtual Account

- 10.1.** Fulfilment of any and all financial obligations resulting from transactions performed via the Platform and from the Terms of Use shall be carried out via Virtual Account, unless provided differently in the Terms of Use. No other financial obligations can be fulfilled or payments made through the Virtual Account. Among other, it is forbidden to make payments from one Virtual Account to another Virtual Account, except for the payments made automatically and according to the Terms of Use for the purposes of performing financial obligations arising from the transactions concluded through the Platform or owned to Scramble under the Terms of Use.
- 10.2.** Scramble shall have the right to establish limitations or requirements regarding the minimum or maximum balances on Virtual Accounts at its own discretion.
- 10.3.** The User hereby authorizes and instructs Scramble to deduct (debit) any amount the User is obligated to pay to another User or Scramble from the first User's (i.e. obligor's) Virtual Account on the due date of such payment and transfer (credit) the amount to the Virtual Account of the other User (i.e. the obligee) or Scramble. The authorization and instruction given by the User herein is irrevocable until the User uses the Platform and it shall apply to each payment the User is obliged to make under the Terms of Use or the transactions they have concluded via the Platform without any further confirmation from the User.
- 10.4.** The User shall be obliged to ensure sufficient available funds on their Virtual Account in order to perform obligations arising from the Terms of Use and the transactions they have concluded via the Platform in a due and timely manner. The User shall be liable for the violation of the aforementioned obligation according to the terms and conditions of the relevant transaction. In case there are insufficient funds in the User's Virtual Account for making a due payment, Scramble shall make the payment to the extent there are available funds on the User's Virtual Account as soon as there are such funds, unless the transaction under which the payment is due prescribes otherwise. In addition, in case there are insufficient funds in the User's Virtual Account for making a due payment under the Terms of Use, the User shall pay default interest at the rate specified by Scramble at the web site www.scrambleup.com.
- 10.5.** Scramble shall have the right to use the funds transferred to them and reflected in the User's Virtual Account for the purposes of performing the respective User's obligations arising from the Terms of Use and the transactions the User has concluded via the Platform. Among other, Scramble shall have the right to use the respective funds for covering the debts of the User to other Users, third parties (if so provided by the legal acts or decisions of the courts or competent authorities) or Scramble by executing the respective transactions within reasonable time. Scramble shall not use, and the User shall not request that Scramble should use its own funds to fulfil the financial obligations of the User.
- 10.6.** If the Virtual Account lacks sufficient funds for fulfilling several obligations that have become simultaneously collectible, the payments made for fulfilling the obligations that have become simultaneously collectible shall be made proportionally to the amount of the obligation unless specified otherwise in the relevant Financing Agreements.

11. General Rights and Obligations of the User

- 11.1.** In addition to other obligations set forth in the Terms of Use, each User shall be obliged:
- 11.1.1. not to use the Platform for illegal transactions or activities, including, among other, fraud, money laundering, terrorist financing or other similar activities, and to be respectful towards other Users and Scramble;
 - 11.1.2. to use the Platform through web browsers intended for general purposes and not through the programs that send automatic queries to the Platform for whichever purposes. It is forbidden to use, including but not limited to, robots, spiders, scrapers and other automatic data entry and processing devices. The User is forbidden to perform any activities that disturb or hinder the Platform's intended usage by Scramble or other Users, including refraining from overloading the Platform's computer network and servers;
 - 11.1.3. to submit only truthful data and information upon registering the User Account and at any time information is required by Scramble. If the User discloses unverified information, the User shall be obliged to indicate it upon disclosing such information. The User shall be liable for the damage caused by violation of the obligation set forth in this Section with respect to Scramble and other Users, first and foremost in case where Scramble or another User has submitted a declaration of intent or executed a transaction presuming correctness of false information. Scramble does not verify the correctness or completeness of the information submitted by the Users and shall not take any responsibility for the correctness completeness of the information submitted by the Users;
 - 11.1.4. to keep the data and devices necessary for logging in to the User Account of the Platform in a manner that prevents third parties from gaining access to them;
 - 11.1.5. to inform Scramble immediately about transferring or losing the data and devices enabling logging in to the User's User Account to third parties and the usage of the Platform by the third parties, and about the risk of unauthorized use of the User Account and Virtual Account that may occur respectively;
 - 11.1.6. to inform Scramble as soon as possible of any changes in the data submitted upon opening the User Account. Until Scramble is informed of the changes in the data, Scramble shall consider the data submitted by the User upon opening of the User Account as the valid data;
 - 11.1.7. to pay Scramble the fees for using the Platform in accordance with the rate specified by Scramble at the web site www.scrambleup.com, effective at the time of providing the respective service and pursuant to other agreements (if applicable) entered into with Scramble.
- 11.2.** The declarations of intent and transactions made through the User Account shall be considered as the declarations of intent and transactions of the User of the respective User Account and they shall be binding to the User even if the User has not executed such transactions.
- 11.3.** The User shall be liable for the damages caused by the unauthorized use of the User Account and Virtual Account, except in specific cases when the User's liability is limited by the respective imperative provisions of applicable law.

12. Intellectual Property

- 12.1.** Any and all intellectual property rights to the Platform, including the structure, web design elements, texts and other components of the Platform, and the intellectual property rights related to them (including the intellectual property rights to trademarks, logos, brands, software, databases, news, messages, texts, graphic, musical and other design) belong to Scramble, unless the rights of another person are referred to with regard to a component, or information has been entered by the Users of the Platform. Users shall not be allowed to change, reproduce, disseminate, process, translate, make extracts from, forward, include in other databases or make public the Platform or any of its contents or components or use it in any other manner that is beyond the intended purposes of the Platform without the prior written consent of Scramble. Furthermore, the User shall not be allowed to grant sub-licenses for using the Platform or any of its contents or components or create new

objects of intellectual property based on them.

- 12.2. The Users are allowed to publish only such material in the Platform for which they have intellectual property rights to the extent that is necessary for publishing the respective materials in the Platform and for granting the consent set forth in Section 12.3. A User shall be fully responsible for the materials published in the Platform by them and shall be obliged to compensate to Scramble any and all expenses and damages caused (including indirect damages) that are related to the use of material published by the User in the Platform in an unauthorized manner or in a manner that otherwise violates rights arising from intellectual property.
- 12.3. With publishing of any material in the Platform by the User, the User shall give their unconditional and free consent to Scramble to store, disseminate and publish such material in accordance with the Terms of Use and to change or process in any other manner to the extent that is necessary for the intended use of the Platform.

13. Liability

- 13.1. Scramble shall not be liable for publishing incorrect or misleading information provided by the User in the Platform, or for any other violation committed by any User via the Platform.
- 13.2. Scramble shall not be liable for the correctness and completeness of information received from the Founders, Business, other Users or third parties if Scramble forwards or discloses it in the Platform. If a User discovers incorrectness of information contained in the Platform, they shall be obliged to inform Scramble as soon as possible.
- 13.3. Scramble shall not be liable for information, opinions and any other content published on websites belonging to third parties to which the Platform directly or indirectly refers or to which links have been published in the Platform.
- 13.4. Scramble shall not be liable to Users or third parties if a User violates an obligation set forth in the Terms of Use, any other agreement concluded with Scramble, legal act or an agreement concluded between the Users. Scramble shall only be liable for its own direct obligations arising from a transaction concluded through the Platform, unless otherwise specified herein or in the relevant transaction and always subject to the limitations of liability prescribed herein and otherwise applicable.
- 13.5. Scramble shall not be liable for any damages that were caused to a User or third parties in relation to the fact that Scramble exercised available remedies (e.g. removed information from the Platform or limited access to it, limited or restricted User's access to their User Account, Virtual Account or the Platform), if it was necessary due to a complaint submitted regarding User's violation, Scramble's suspicion of a violation or suspicion of unauthorized use of a User Account or directly due to the fact that information or a User's conduct is in violation of the Terms of Use or legal acts. In such case Scramble shall not be liable for the damages caused even if a complaint or suspicion was unfounded or it later appears that the case did not constitute a violation.
- 13.6. Scramble shall not be liable for the temporary interruption in the access to the Platform or its functionality.
- 13.7. Scramble shall only be liable for direct proprietary damages to the User caused by Scramble's intentional material violation of its direct obligations. Other damages or loss of profit shall not be subject to compensation. Scramble shall not be liable if a service provider or any other third party used by Scramble causes the violation of obligations.
- 13.8. If a User causes damages to Scramble by violating any of the obligations, the User shall be obliged to fully compensate the respective damages to Scramble at first request.
- 13.9. The primary purpose of the service provided by Scramble is to introduce the Investors and the Founders to each other in order to enable the Founders to raise funds for their Businesses from the Investors via the Platform for the purpose of funding or developing their business activities. The services provided by Scramble relate to introductory functions only and, among other, the services provided by Scramble do not include the following:

- 13.9.1. guaranteeing or otherwise underwriting the availability or accessibility of funds to the Users, or ensuring the performance of the financial obligations of the User(s);
 - 13.9.2. accepting deposits or other refundable instruments or giving of loans or other financings on its own account or behalf;
 - 13.9.3. providing investment, tax, legal or any other professional advice;
 - 13.9.4. providing payment services.
- 13.10.** Scramble performs an administrative function in the execution and performance by the Users of agreements with the view of facilitating investments and communication between the Users.
- 13.11.** Allowing a Business (as represented by its Founder) to make an offer to raise funds via the Platform has not constituted and allowing an Investor to sell its Claim via the Secondary Market does not constitute any of the following:
- 13.11.1. an investment recommendation or other endorsement by Scramble in respect of the relevant Fundraising Request or Sale Offer;
 - 13.11.2. Scramble's confirmation or any other indication that the Founder or the Business is creditworthy;
 - 13.11.3. Scramble's confirmation that the Business is viable;
 - 13.11.4. Scramble's confirmation that the Investor will get the relevant investment back or make any profit from it.

14. Duration of Use of the Platform and Termination of Use

- 14.1.** These Terms of Use enter into force when the User receives confirmation of the opening of their Virtual Account by an e-mail from Scramble. No physical signing is required (only e-mail confirmation from Scramble). The User Accounts are opened without a term. If a User has no valid (outstanding) agreements concluded via the Platform, they can close the User Account and the related Virtual Account and thereby terminate the Terms of Use without an advance notice. The Founder can close their User Account and the related Virtual Account and thereby terminate the Terms of Use only in case the Founder and the Businesses linked to them have no valid (outstanding) agreements concluded via the Platform. For the purpose of closing the User Account, the User must contact Scramble's customer support via e-mail ask@scrambleup.com.
- 14.2.** Scramble shall have the right to limit or cancel the User's right to use the Platform and close the User Account and the related Virtual Account, as well as to terminate an agreement concluded with a User at any time without an advance notice if:
- 14.2.1. the User violates or has violated the Terms of Use or any other User obligations;
 - 14.2.2. the User does not accept new Terms of Use upon first logging into the Platform after the new Terms of Use have been made available in the Platform;
 - 14.2.3. the User has submitted incorrect, misleading and/or inaccurate information to Scramble or other Users;
 - 14.2.4. the User acts in bad faith, disrespectfully, unlawfully or in contradiction with the moral standards recognized in the society;
 - 14.2.5. Scramble has discovered a circumstance based on which there may be a suspicion that third parties have gained access to the data and devices allowing logging into the User's User Account and using of the Platform and the User Account could be used by an unauthorized person.
- 14.3.** By approving this version of the Terms of Use, Investors who prior to November 10, 2023 have concluded via the Platform any Financing Agreements (as defined by the Terms of Use

of the Platform which were in effect as of November 10, 2023 or earlier versions, as applicable) authorise Scramble to assign and transfer, in their name and on their behalf, Claims arising from said Financing Agreements and belonging to them. (For the avoidance of doubt, the authorisation arising from the previous sentence does not apply to Claims purchased by Investors via the Secondary Market.) Scramble is authorised to assign and transfer the aforementioned Claims to other Investors using the Platform chosen at its sole discretion in exchange for the aggregate monetary value of the respective Claim, which shall be calculated as a simple (not discounted) sum of the expected cash flows (incl. repayment of principal and payment of interest and/or other relevant fees) with the assumption that the underlying payment obligations arising from the respective Financing Agreement are repaid in full and on time. Upon exercising the above authorisation, Scramble shall update all necessary records on the Platform to reflect such assignments.

15. Scramble's Right to Close the Platform

15.1. Upon closing the Platform or in cases set forth in Sections 14.1 and 14.2:

15.1.1. the transactions made through the Platform shall remain in force under the terms and conditions set forth therein;

15.1.2. the settlements arising from transactions concluded between the respective User and other Users or Scramble shall thereafter take place through the payment service provider or payment accounts of the respective User and other Users (for the sake of clarity: after the expiry of the right to use the Platform, Scramble shall not be responsible for executing payments on behalf of the Users via the Virtual Accounts). Scramble shall inform the Users who have outstanding transactions concluded via the Platform with a User who no longer has the right to use the Platform of the expiry of the respective User's right to use the Platform; and

15.1.3. Scramble shall pay the positive balance registered in the User's Virtual Account (as of the moment of expiry of the right to use the Platform), deducting the sums payable to Scramble, to the payment account of the User within 30 (thirty) days from the expiry of the right to use the Platform.

15.2. Sections 15.1.2 and 15.1.3 shall not be applicable if Scramble decides to cease its operations, but another service provider appointed by Scramble takes over operating the Platform.

16. Sending Notices

16.1. The notices sent to the User's email address connected to the User Account shall be considered as received within 24 hours of sending.

17. Other Conditions

17.1. Legislation of the Republic of Estonia shall be applicable to the use of the Platform and the Terms of Use. If a Section of the Terms of Use proves to be void due to contradicting the law, it shall not influence the validity of other Sections.

17.2. Disagreements and disputes arising from the fulfilment of the Terms of Use shall be settled by the parties primarily through negotiations. Scramble shall have the unilateral right to establish a procedure for extrajudicial settling of disputes. If settling of disagreements through negotiations is impossible, the dispute shall be settled in general court. If the respective User is a legal entity or a private person operating in its economic or professional activities, or a person who after commencing the use of the Platform has settled in a foreign state or whose place of business, residence or location at the time of filing an action is unknown, the competent institution for settling the dispute shall be Harju County Court.