GENERAL TERMS AND CONDITIONS INVESTMENT SERVICES

| Valid from 1.03.2023 |



1 Scope of terms and conditions

These general terms and conditions for investment service ("Terms") shall apply to Investment service, defined further under Section 2, offered by Innovestor Oy ("Innovestor") and the Customer's customer relationship with Innovestor.

To the extent the Customer deals in Innovestor's Online service, the from time-to-time valid Online Service Terms and Conditions shall apply to the transactions occurring in the contractual relationship between the Customer and Innovestor and in the Online service.

2 Definitions

Customer. A person who has given a Subscription order relating to a financial instrument either by visiting Innovestor's Online service or by fulfilling a written Subscription order documentation.

Representative. A contact person appointed by the Customer, or the person registered in the Trade Register as authorized signatory.

Terms. Terms refer to these general terms and conditions for investment service

Subscription order. Subscription order refers to Customer's expression of will to make a subscription. The subscription may relate either to a share in an unlisted company in a Share Offering or to an investment commitment of a Fund. In connection to a Share Offering the subscription order includes signing into the Online service by using strong identification, fulfilling details of electronic subscription undertaking and approval of subscription undertaking or alternatively, fulfilling a subscription undertaking in paper and signing of it. Subscription orders for a Fund are submitted by completing the duly required documents. Payment of subscription price is part of the Subscription order.

Share issue. A directed share issue with payment as regulated in Chapter 9 Section 4 of the Finnish Limited Liability Companies Act (21.7.2006/624).

Fund. A private equity fund in the form of a limited partnership managed by a registered alternative investment fund manager under the Act on Alternative Investment Fund Managers (7.3.2014/162) of the Innovestor Group, where the Customer becomes a limited partner of the limited partnership by subscribing to the investment commitment.

Investment service. Innovestor offers its Customers the arrangement of issuance for unlisted financial instruments (shares) which shall be carried out as Share issue. In these Terms Investment service refers to reception and transmission of Subscription orders which shall be offered to Customers in connection with an organized Share issue or otherwise. The Investment service can be offered as an Online service or by meeting the Customer in person.

Agreement. Agreement refers to the contractual relationship between the Customer and Innovestor pertaining to Investment service which shall be concluded when the Customer gives the Subscription order to Innovestor. In addition to these Terms, the Agreement shall also include the terms and conditions relating to the security to which the order relates, which are set out in the Share Offering Materials or the Fund's documentation

Online service. Online service refers to Online service available at Innovestor's website www.innovestorgroup.com where Customers can give Subscription orders relating to Share Offerings electronically.

3 Customer's representative

A representative of a Customer may give a Subscription order on behalf of the Customer as well as Customer binding instructions for Innovestor. The Customer must notify in writing to Innovestor of any changes to the competence of the appointed representative or if the

representative/contact person changes. Innovestor has the right to, with the Customer's responsibility, to comply with the instructions issued by a contact person who has been authorized other than in writing, if such person is authorized on the basis of their employment or official position, or Innovestor has reasonable grounds to otherwise believe that the person is authorized to act on behalf of the Customer.

4 Investment services

Innovestor offers to its Customers an Investment services described above. Innovestor is registered as an authorized investment service provider in the list of supervised entities upheld by the Finnish Financial Supervisory Authority. The said list includes information on those investment services covered by the license of Innovestor.

5 Alternatives for arranging a Share issue

Innovestor offers the arrangement of issuance for unlisted shares which shall be carried out as Share issue. Share issue may be arranged directly into the company issuing the financial instrument (unlisted share) ("Target Company") or into a special purpose vehicle established for the Share issue ("SPV"). In a Share issue directly to the Target Company, a Customer subscribes to shares issued by the Target Company. In a Share issue to a SPV, a Customer subscribes to shares issued by the SPV after which the subscribed amount of shares in the Share issue shall be used in total to subscription of the shares issued by the Target Company.

6 Subscription orders

The Customer shall give a Subscription order relating to a Share Offering electronically by signing in to Innovestor's Online service via strong identification. When signing into Online service the Customer shall first approve Online Service Terms and Conditions. In the Online service the Customer fulfills the details of a subscription undertaking and approves the terms related to Share issue and gives warranties related to subscription. When fulfilling the subscription undertaking the Customer is responsible to give information about his/her investment experience and knowledge, risk appetite, financial standing and origin of the funds.

Subscription order relating to a Share Offering can also be given by using a written subscription undertaking form.

The Subscription order for a Fund is given by filling in the Customer and subscription details in the Fund's subscription agreement and signing the agreement.

Subscription order is always binding, and the Customer does not have the right to amend or cancel the given Subscription order. After the Subscription order the Customer has an unconditional obligation to pay the subscribed amount and possible subscription fee.

7 Documenting Subscription order

If the Customer has given a Subscription order in the Online service, the Customer will receive an email confirming the reception of the order immediately after the Subscription order has been given. If the Share issue will be oversubscribed during the subscription period, the Customer accepts that the amount of subscribed shares in his/her Subscription order can be cut.

The Customer's subscription of shares shall be finally confirmed after the Share issue has been terminated or suspended. Subscription confirmation includes payment instructions for the Subscription order. The Customer shall always pay the subscription amount to the client funds account of Innovestor. Subscription amount shall be paid at latest on the fifth (5.) banking day after receiving the subscription confirmation, unless otherwise agreed.

Innovestor shall deposit subscription amounts to a Target Company or SPV which shall in turn deposit the funds further to a Target Company.

The Fund's general partner approves the Customer's subscription agreement, after which the Customer will receive payment instructions for the capital call from the investment commitment and the subscription fee. The payment will be made to Innovestor's customer account, from which Innovestor will transfer the funds to the Fund.

8 Cancellation of Subscription order

Innovestor has the right not to accept the Customer's Subscription order if (i) the subscription undertaking has been made on behalf of a legal person without appropriate authorization, (ii) the subscription price has not been paid from the bank account of the subscriber mentioned in the subscription undertaking, (iii) the financial instrument (unlisted share) is not, under Innovestor's assessment, appropriate for the Customer based on Customer's level of investment experience and knowledge, financial conditions or other circumstances, or (iv) the Customer refuses to provide the information requested in the subscription undertaking or in the subscription agreement or the given information is insufficient.

Innovestor shall inform the Customer of the cancellation of a subscription undertaking without undue delay following the expiry of the subscription period or suspended Share issue due to oversubscription or the Fund's general partner has not accepted the Customer's subscription agreement for any of the above reasons. The possibly paid subscription price is refunded to the Customer within three (3) banking days from the notification of the cancellation

Subscription fee

Innovestor charges a subscription fee for taking care of the Subscription order from Customers participating in Share issues arranged by Innovestor or otherwise subscribing with a subscription order and in the Fund's documentation (see the key investor information document). The amount of subscription fee is mentioned in the terms of a Share issue as well as in the Subscription undertaking. Subscription fee is charged together when paying the subscribed amount or the capital call for the investment commitment.

10 No credit financing

Innovestor shall not grant the Customer a loan or other financing for the purposes of trading in financial instruments. A precondition for executing the Customer's Subscription order is that the Customer complies with the given payment instructions and pays the subscription amount as mentioned in the payment instructions to the client funds account of Innovestor within the given time limit.

11 Customer's duty to verify

Innovestor sends notifications concerning the Customer relationship or investment service to the email address informed by the Customer. The Customer shall verify that the confirmation for his/her share subscription contains the right information. Any notifications relating to Subscription order shall be given to Innovestor without delay.

The Customer is considered to have received an email from Innovestor at latest on the fifth (5) day after the email was sent.

12 Investor report

Innovestor sends an investor report to the Customer via email annually and separately based on the Customer's request. Investor report includes information on all investments the Customer has done via Innovestor

13 Customer's duty to investigate and financial responsibility

The Customer affirms that he/she understands Innovestor's position as an investment service provider. The Customer declares to have familiarized himself/herself with the unlisted financial instruments and their features to the extent that he/she is able to (i) independently make investment decisions while knowing the investment operations' risks, (ii) assess the Subscription orders made during the customer relationship in the manner required by his/her own financial position, and (iii) h/she is able to be independently responsible for the results of his/her investment operations.

The Customer also declares to familiarize himself/herself carefully with terms of a Share issue, material related to the Target Company or documentation related to a Fund and risks associated with the investment (all material available at Innovestor's online service or given by a person representing Innovestor) before giving a Subscription order.

The Customer is aware and accepts the fact that unlisted financial instruments are always associated with the risk of losing invested capital.

The Customer is always liable for his/her actions and investment decisions' economic result and fiscal consequences. The Customer is also aware that an investment decision shall not be based on marketing activities or marketing material pertaining to financial instrument. Instead, an investment decision shall be based on the detailed information of the financial instrument and the investment service.

14 Limitation of liability

Innovestor is not liable for any indirect damages possibly caused to the Customer such as, for example, loss of income, exchange loss, other contractual relationships incurred disruptions, third party claims, unless the damages are caused intentionally or by gross negligence.

Innovestor's liability for damages is limited to direct damages that occur as, for example, additional or wasted work, remote connectivity, or telephone costs, order costs or other wasted or additional costs caused to the Customer that are directly related to the damage.

Innovestor is not responsible for operations of third parties such as the issuer of the financial instrument, a credit institution, or the book-entry account manager, or for any of their damages caused to the Customer.

Except where an indispositive regulation provides otherwise, Innovestor is not responsible for damages caused by erroneous information that has been received in an investor presentation of a Target Company or a Fund.

15 Customer's responsibility in case of agreement violations

The Customer is obliged to pay Innovestor damages arising from the fact that the Customer does not comply with obligations of these Terms and obligations of Subscription orders. These damages may include the payment of breach of contract, or the additional expenses and work caused by the failure to pay the subscription price.

16 Amending terms of the agreement

Innovestor has the right to unilaterally amend these Terms.

17 Applicable law and settlement of disputes

Agreement and these Terms are governed by Finnish law.

Disputes arising from Agreement and/or these Terms shall be primarily settled by negotiations. If negotiations do not result in a resolution, the dispute shall be finally settled at the Helsinki District Court. A Customer is entitled to require for the proceedings to take place in the general court of first instance in whose jurisdiction he/she resides.

If the object of the dispute is more than EUR 10.000 and the Customer is a professional customer, disputes arising from Agreement and/or these Terms shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki and the language of the arbitration shall be Finnish.

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