

UNITED CAPITAL WEBSITE TERMS AND CONDITIONS OF USE

- 1. Access:** Access to the United Capital website (available to the general public and located at unitedcapitalplcgroup.com) is provided by United Capital Plc, subject to the following terms and conditions ("these Terms"). For the purposes of these Terms, "UCAP", "we," "us" or "our" shall mean United Capital Plc and its subsidiaries, their officers, directors, managing directors and employees.
- 2. Monitoring:** Your use of the information on this Website may be monitored by UCAP and the resultant information may be used by UCAP for its internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory organization.
- 3. Information made available through this Website:** You are not permitted to publish, transmit, or otherwise reproduce the information made available on this Website, in whole or in part, in any format to any third party without the express written consent of UCAP. In addition, you are not permitted to alter, obscure, or remove any copyright, trademark or any other notices that are provided to you in connection with the information. UCAP reserves the right, at any time and from time to time, at its own discretion to add, modify, or remove any of the information. These Terms are not intended to, and will not, transfer or grant any rights in or to the information other than those which are specifically described in these Terms, and all rights not expressly granted in these Terms are reserved by UCAP or the third party providers from whom UCAP has obtained the information. You are required to read and abide by any additional terms and conditions that may be posted on this Website from time to time concerning information obtained from specific third party providers or any other information. UCAP shall have no liability to you for monetary damages on account of the information provided to you via this Website by third parties.
- 4. No warranties as to content:** UCAP makes no warranty, express or implied, concerning this Website. The services provided by us, and any third party providers are on an "AS IS" basis at your sole risk. UCAP expressly disclaims any implied warranty of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the services on this Website with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability.
- 5. No responsibilities to update:** Neither UCAP nor any of its third party providers shall have any responsibility to maintain the data and services made available on this Website or to supply any corrections, updates, or releases in connection therewith. Availability of data and services are subject to change without notice.
- 6. No liability for content:** UCAP shall have no liability, contingent or otherwise, to you or to third parties, or any responsibility whatsoever, for the failure of any

connection or communication service to provide or maintain your access to this Website, or for any interruption or disruption of such access or any erroneous communication between UCAP and you, regardless of whether the connection or communication service is provided by UCAP or a third party service provider. UCAP shall have no liability, contingent or otherwise, to you or to third parties, for the correctness, quality, accuracy, timeliness, reliability, performance, continued availability, completeness or delays, omissions, or interruptions in the delivery of the data and services available on this Website or for any other aspect of the performance of this Website or for any failure or delay in the execution of any transactions through this Website. In no event will UCAP be liable for any special, indirect, incidental, or consequential damages which may be incurred or experienced on account of you using the data or services made available on this Website, even if UCAP has been advised of the possibility of such damages. UCAP will have no responsibility to inform you of any difficulties experienced by UCAP or third parties with respect to the use of the services or to take any action in connection therewith.

7. **No warranties on security:** UCAP makes no warranty whatsoever to you, express or implied, regarding the security of the Website, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through this Website. We will not be liable for any loss, harm or damage suffered by you as a result of the activities of third parties on this Website.
8. **System outage and delays:** As a result of high internet traffic, transmission problems, systems capacity limitations, and other problems, you may, at times, experience difficulty accessing the Website or communicating with UCAP through the internet or other electronic and wireless services. Any computer system or other electronic device, whether it is yours, an internet service provider's or UCAP's can experience unanticipated outages or slowdowns, or have capacity limitations. We will not be liable to you or to any person claiming through you for any system outages or delays as described in this paragraph.
9. **No solicitation or recommendation:** The material on this Website has been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and UCAP is not soliciting any action based upon it. This material is not to be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular transaction or strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. Certain transactions give rise to substantial risk and are not suitable for all investors. Although the material on this website is based upon information that UCAP considers reliable and endeavors to keep current, UCAP has not verified this information and does not represent that this material is accurate, current, or complete and it should not be relied upon as such.

- 10. No recommendation of suitability:** The fact that UCAP has made the data and services provided on this Website available to you constitutes neither a recommendation that you enter into a particular transaction nor a representation that any product described on this Website is suitable or appropriate for you. Many of the products described on this Website involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and it has independently been determined that such transactions are appropriate for you. Any discussion of the risks contained in these Terms with respect to any product should not be considered to be a disclosure of all risks or complete discussion of the risks which are mentioned. You should neither construe any of the material contained in these Terms as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice nor make this Website the primary basis for any investment decisions made by or on behalf of you, your accountants, or your managed or fiduciary accounts. You are advised to consult your business advisor, attorney, and tax and accounting advisors concerning any contemplated transactions.
- 11. Acceptable use:** You accept sole responsibility for all of your activities using the Website. You may not, without our express prior written consent, use the Website in a manner that: (a) uses technology or other means not authorized by us to access the Website or our systems; (b) uses or launches any manual or automated device or system, including “robots,” “spiders,” or “offline readers,” to (i) retrieve, index, “scrape,” “data mine,” access or otherwise gather any Website information or our systems; (ii) reproduce or circumvent the navigational structure or presentation of the Website; or (iii) otherwise harvest or collect information about users of the Website; (c) reverse engineers, decompiles or disassembles any portion of the Website, except where such restriction is expressly prohibited by applicable law; (d) attempts to introduce viruses or any other computer code, files, or programs that interrupts, destroys, or limits the functionality of any computer software, hardware, or telecommunications equipment; (e) attempts to gain unauthorized access to our computer network or user accounts; (f) encourages conduct that would constitute a criminal offence or that gives rise to civil liability; (g) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of us or any other party (including rights of publicity or other proprietary rights); (h) is unlawful, fraudulent, or deceptive; (i) attempts to damage, disable, overburden, or impair our servers or networks; (j) reproduces, modifies, adapts, translates, creates derivative works of, sells, rents, leases, loans, timeshare, distributes or otherwise exploits any portion of (or any use of) this Website except as expressly authorized in these Terms. Also, under no circumstances are you allowed to use the Website in a way which fails to comply with applicable third-party terms; or in a way which violates these Terms.
- 12. No representations made as to other sites or links:** This Website may provide links to certain Internet sites (the “Sites”) sponsored and maintained by third parties. UCAP is providing such links solely as a convenience to you. Accordingly, UCAP makes no representations concerning the content of the Sites. The fact that UCAP

has provided a link to the Site does not constitute an endorsement, authorization, sponsorship, or affiliation by UCAP with respect to the Site, its owners, or its providers. UCAP has not tested any information, software, or products found on any of the Sites and therefore does not make any representations with respect thereto, including any representations regarding the content or sponsors of the Site, or the suitability or appropriateness of the products or transactions described in these Terms.

13. General: In the event that any provision of these Terms is found to be unenforceable, illegal or invalid by a court of competent jurisdiction, the enforceability, legality and validity of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such unenforceability, illegality or invalidity. The headings in these Terms have been provided for convenience only and do not affect the interpretation of the clauses. These terms shall be governed by and construed in accordance with Nigerian law. Disputes arising out of or in connection with these Terms, including non-contractual disputes, shall be referred to and settled by arbitration in accordance with the Arbitration and Conciliation Act CAP A18, Laws of the Federal Republic of Nigeria 2004, which is hereby incorporated by reference to this clause. Arbitration shall be by a sole arbitrator appointed jointly by the Parties, failing which such appointment shall be done by the Chairman (for the time being) of the Nigerian branch of the Chartered Institute of Arbitrators, UK. The seat of arbitration shall be Lagos, Nigeria and the language to be used in the arbitral proceedings shall be English. Except otherwise provided in the arbitral award, each party shall bear its own cost of the arbitration and the fees of the arbitration shall be shared equally between the parties.

- END -