



Terms and Conditions Lympid

Terms and Conditions

For end investors using Lympid-powered white-label investment interfaces
Prepared for use with Lympid-powered white-label investor interfaces. Product-specific documentation, risk disclosures and additional partner terms may also apply.

Provider: LYMPID LABS, LDA

Contact: client.journey@lympid.io

Role: White-label fintech platform operator; tied agent of BMCP

Minimum age: 18+

Jurisdiction limits: Restricted for sanctioned jurisdictions, U.S. persons and certain high-risk-country cases

Governing law Portuguese law, subject to mandatory consumer rights

This document is drafted for investor-facing acceptance and disclosure. It should be reviewed together with each relevant product's subscription package, KID or equivalent disclosure, and any BMCP or licensed-partner terms.

1. Acceptance of these Terms

These Terms and Conditions ("Terms") govern your access to and use of any investor portal, onboarding flow, website, application, communication channel, service or functionality operated by or on behalf of LYMPID LABS, LDA ("Lympid", "we", "us" or "our"), including where such environment is presented under the brand of one of Lympid's white-label clients. By creating an account, accessing the platform, clicking to accept these Terms, using any relevant service, electronically signing related documentation or otherwise proceeding with an onboarding or investment journey made available through the platform, you agree to be bound by these Terms.

Certain services, products or workflows may be subject to additional product-specific terms, subscription documents, disclosures, custody terms, payment terms, risk acknowledgements or third-party terms. In the event of conflict, the more specific document will govern the relevant subject matter to the extent of that conflict.

2. Who we are and our role

Lympid is LYMPID LABS, LDA, a private limited liability company with registered office at Avenida da Liberdade, no. 706, 2nd floor, 4710-249 Braga, Portugal, taxpayer number 517579499, email contact client.journey@lympid.io, website lympid.io.

Lympid acts as a tied agent of Black Manta Capital Partners GmbH ("BMCP"). Certain validations, controls, risk checks, distribution steps, onboarding steps, custody, payment or compliance activities may be carried out by BMCP and/or licensed partners such as Tradevest GmbH, Sumsu and other payment, custody, KYC/AML, execution, registry, digital-signature or compliance providers.

Unless expressly stated otherwise in the relevant product documentation, Lympid is not the issuer of the investment product, does not own or manage the underlying asset and does not act as underwriter, discretionary portfolio manager or guarantor of the product.



3. Nature of the services

Lympid provides and operates technological and operational infrastructure that may support, as applicable, investor registration, onboarding, KYC/AML and sanctions controls, investor categorisation, payment and settlement support, tokenization or digital-representation workflows, custody through licensed partners, digital execution of documentation, investor registry, reporting, communications, notices, distributions and lifecycle tools.

The services are product-specific and jurisdiction-sensitive. Not every service, feature, product, payment method, jurisdiction or investor category will always be available.

You acknowledge that, where required by the operating model or by law, you may need to enter into direct contractual relationships with Lympid, BMCP and/or one or more licensed partners, and you may need to accept separate end-user terms, privacy notices, disclosures, custody terms, payment terms, consent language and risk acknowledgements.

4. Eligibility and restricted access

You may use the services only if you are at least 18 years old, have the legal capacity to enter into binding agreements and are not prohibited from using the services under any law or regulation applicable to you.

You may not use the services if you are located in, resident in, incorporated in or otherwise subject to a sanctioned or prohibited jurisdiction, or if you are a sanctioned person, a prohibited user or otherwise ineligible under applicable AML/CFT, sanctions or regulatory rules.

Due to legal and compliance restrictions, onboarding may be rejected or restricted for U.S. persons, sanctioned jurisdictions and high-risk countries. Onboarding involving sanctioned countries is prohibited. High-risk-country exposure may also be refused or limited unless expressly permitted by the relevant compliance framework.

Lympid has no obligation to grant registration or ongoing access and may refuse, suspend, limit or terminate access where it considers this necessary for legal, regulatory, operational, fraud, sanctions, security or reputational reasons.

5. Registration, account and information accuracy

To use the services fully, you may be required to register an account and provide all requested information truthfully, accurately, completely and in an up-to-date manner.

You must keep your account credentials confidential, use reasonable care to prevent unauthorised access and promptly notify Lympid of any known or suspected misuse of your account or any change to information you have previously provided.

Lympid may request additional information or documents at any time and may verify the information provided through internal tools, BMCP, licensed partners and third-party verification sources.

Your registration or onboarding is not complete until the required activation, verification, acceptance and compliance steps have been completed to Lympid's, BMCP's and the relevant licensed partners' satisfaction.

6. Your representations and undertakings

By using the services, you represent, warrant and undertake on an ongoing basis that:

- all information, declarations, documents and data you provide are accurate, complete, current and not misleading;
- you will promptly notify us of any material change to information or documents previously provided;



- you are acting for your own account unless you have properly disclosed and are authorised to act for another person or entity;
- any funds or assets used in connection with the services have lawful origin and are not connected to money laundering, terrorist financing, sanctions evasion, fraud or other unlawful activity;
- you will review the relevant product documentation carefully and make your own independent decision before subscribing, investing, transferring or otherwise acting;
- you understand that regulations, tax rules, investment restrictions and consumer-protection rules may differ across jurisdictions, and you are responsible for ensuring that your use of the services is lawful in the jurisdictions relevant to you;
- where a wallet, bank account or payment account is used, you are authorised to use it and it belongs to you or is otherwise lawfully controlled by you; and
- you will use the services only for lawful purposes and in accordance with these Terms and all applicable laws and platform rules.

7. No investment advice and no guarantee of performance

Lympid provides infrastructure and operational support. Unless expressly stated otherwise in a separate written agreement, the services do not constitute legal, tax, audit, accounting, investment, valuation or other professional advice.

Lympid does not recommend that you invest in any specific product, does not assess the commercial merits of any product for you on a discretionary basis and does not guarantee a successful capital raise, a target subscription level, regulatory approval, a particular valuation, a particular exit, any secondary liquidity, any yield or any investment return.

The relevant issuer, product-side entities and product documentation remain responsible for describing the product-specific rights, risks, restrictions, fees, economics and underlying asset exposure. You are responsible for reading those materials and for seeking your own professional advice where appropriate.

8. Onboarding, KYC/AML, sanctions and ongoing monitoring

Lympid, BMCP and/or licensed partners may require you to complete onboarding, provide documents and information, answer questionnaires, complete source-of-funds or source-of-wealth checks, undergo sanctions or PEP screening and participate in ongoing due-diligence or transaction-monitoring procedures.

For AML/CFT, sanctions, fraud-prevention, source-of-funds, onboarding and transaction-monitoring purposes, Lympid, BMCP and/or licensed partners may, without limitation:

- request additional information or documents from you at any time;
- conduct screening, due diligence, monitoring and enhanced-review procedures;
- delay, reject, suspend or terminate your onboarding;
- refuse, block, reverse, limit or hold subscriptions, transfers, withdrawals, distributions or other transactions;
- impose transaction, geography, investor-category, custody, transfer or payment restrictions; and
- file reports or make disclosures to competent authorities where required by law or prudent compliance practice.

Whether you, a transaction, a feature or a product are accepted remains subject to the policies, approvals and discretion of Lympid, BMCP and the relevant licensed partners acting in accordance with applicable law and risk controls.



9. Subscriptions, payments, custody and wallets

The platform may allow you to subscribe for products or give investment-related instructions through interfaces operated by Lympid or its white-label clients. Depending on the product structure, funds may be sent to issuer-side designated accounts or wallets, to payment rails operated by licensed partners or to other designated collection arrangements permitted by law and disclosed in the relevant product documentation.

Lympid may facilitate payment and settlement support, but Lympid does not hold client money, safeguard cash balances or provide custody in its own name except to the extent expressly stated, lawfully permitted and implemented through the relevant licensed framework.

Where a wallet or custody arrangement is required, you may need to use an existing wallet or open, connect or rely on a custody solution offered by a licensed partner. Separate custody, payment or wallet terms may apply.

Transactions may be delayed, refused, reversed or subject to additional checks if required by law, by regulators, by the relevant payment or custody partner, or by fraud-prevention, sanctions, operational or security controls.

10. Electronic signatures, records and communications

You agree that onboarding records, acceptances, disclosures, notices, consents, signatures, acknowledgements, instructions and related documents may be presented, executed, stored and evidenced electronically.

Electronic copies, audit trails, digital logs and platform records maintained by Lympid or its service providers may be used as evidence of your actions, acceptances, instructions and communications to the extent permitted by law.

You consent to receive communications electronically, including by email, through the portal, by in-app notice or by other electronic means made available through the service. It is your responsibility to keep your contact details current and to monitor those channels regularly.

11. Investor registry, digital representation, transfers and distributions

Where relevant to the product structure, Lympid and/or licensed partners may maintain or support an investor registry, digital representation, tokenisation workflow, transfer-restriction logic, lifecycle record or reporting record.

Any transfer, assignment, sale, withdrawal, redemption or secondary movement of your position may be subject to legal restrictions, product-specific restrictions, lock-up periods, custody constraints, transfer approval gates, whitelisting or other compliance controls.

Distributions, interest, profit-sharing, notices, voting materials or other lifecycle events are always subject to the product structure, the issuer's obligations and decisions, the availability of funds, the applicable legal framework and the capabilities and timelines of the relevant partners. Lympid is not responsible for delays or failures caused by the issuer, the underlying asset, payment rails, custody providers or other third parties outside Lympid's direct control.

12. Acceptable use and prohibited conduct

You must not misuse the services or any content or functionality made available through them. In particular, you must not:

- provide false, misleading, incomplete or outdated information, conceal your identity or impersonate another person or entity;



- use the services in a manner that is unlawful, fraudulent, threatening, abusive, defamatory, deceptive, invasive of privacy or otherwise improper;
 - upload or transmit malicious code, viruses or other harmful material, or interfere with the integrity, performance or security of the platform;
 - scrape, crawl, harvest, copy, reverse engineer, decompile, disassemble or otherwise attempt to derive source code, underlying ideas or algorithms from any part of the services except to the limited extent mandatory law prohibits such restriction;
 - circumvent any access control, eligibility control, screening process or technical restriction implemented by Lympid, BMCP or a licensed partner;
 - use the services for unsolicited marketing, spam or any unauthorised commercial activity;
- or

• use another person's data, account, wallet or payment details without lawful authority. Lympid may access, preserve and disclose information where reasonably necessary to comply with law, enforce these Terms, investigate potential violations, address fraud or security issues, respond to support requests or protect the rights, property or safety of Lympid, its partners, its users or the public.

13. Intellectual property

The platform, the services, the software, workflows, layouts, branding elements owned by Lympid, technical infrastructure, documentation, content provided by Lympid and all related intellectual property rights remain the property of Lympid or its licensors.

Subject to these Terms, Lympid grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to access and use the services solely for your personal lawful use in connection with the relevant investor journey.

No right, title or interest in the platform or the underlying technology is transferred to you. You may not reproduce, distribute, modify or commercially exploit any part of the services except as expressly permitted by law or by Lympid in writing.

14. Third-party services and external links

The services may integrate with or link to third-party websites, issuers, white-label client environments, payment interfaces, custody interfaces, wallet providers, analytics providers and other external resources. Those third-party resources are not under Lympid's control, and Lympid is not responsible for their content, availability, legality, security or privacy practices.

Your use of third-party services is at your own risk and may be subject to separate third-party terms and policies.

15. Suspension, refusal, limitation and termination

Lympid may, at any time and with or without prior notice where legally permissible, refuse registration, suspend or limit access, block or cancel a transaction, disable a feature, impose additional conditions, restrict a geography or investor category, or terminate all or part of your access to the services if Lympid, BMCP or a licensed partner reasonably considers this necessary for legal, regulatory, AML/CFT, sanctions, security, fraud-prevention, technical, operational or reputational reasons.

You may stop using the services at any time, but any obligations or consequences already incurred, including accepted subscriptions, executed documentation, required retention, payment obligations and surviving clauses, will remain in effect.



Clauses that by their nature should survive termination or suspension, including those concerning liability, electronic records, intellectual property, dispute resolution and compliance matters, shall survive.

16. Liability and disclaimers

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, wilful misconduct, or any other liability that cannot lawfully be excluded or limited.

To the fullest extent permitted by law, Lympid shall not be liable for indirect, incidental, consequential, punitive or special damages, loss of profit, loss of opportunity, loss of goodwill, loss of data, loss of expected return or business interruption arising out of or in connection with the services.

Without limiting the foregoing, Lympid does not warrant that the platform or services will always be uninterrupted, error-free, continuously available or free from all vulnerabilities; that any product will be commercially successful or perform in a particular manner; that any issuer or product-side party will perform its obligations; or that any licensed partner will continue to provide a given service, jurisdiction or pricing unchanged.

Lympid is not responsible for the legality, commercial merits, tax treatment, valuation, performance, economic outcome or underlying asset quality of any product, except to the extent directly caused by Lympid's own breach of mandatory law or wilful misconduct or gross negligence.

If you act as a consumer, nothing in these Terms limits any mandatory rights you have under applicable consumer-protection law.

17. Responsibility for misuse and false information

You are responsible, to the extent permitted by law, for losses, costs or delays caused by your breach of these Terms, by false or misleading information supplied by you, by your unlawful conduct or by your misuse of the services.

If you are acting on behalf of a legal entity or otherwise on a professional or non-consumer basis, you confirm that you are authorised to bind that entity and that the entity will be responsible for your acts and omissions in connection with the services.

18. Complaints and contact

If you have a complaint, concern or request regarding the platform or these Terms, please contact Lympid at client.journey@lympid.io.

Where the relevant matter falls within the role of BMCP, a licensed partner, the issuer or the white-label client, Lympid may redirect your request or involve the relevant party so that the matter can be handled appropriately.

19. Changes to these Terms

Lympid may modify or replace these Terms, or change, suspend or discontinue parts of the services, where reasonably necessary to reflect changes in law, regulation, technology, security, operating model, partner requirements or the services themselves.

The updated Terms will become effective when posted or otherwise made available through the relevant portal or communication channel, unless a different effective date is stated. Your continued use of the services after the effective date constitutes acceptance of the updated Terms to the extent permitted by law.



20. Governing law and jurisdiction

These Terms are governed by Portuguese law, without prejudice to any mandatory consumer-protection rules that may apply under the law of your country of residence where such protection cannot lawfully be excluded.

Any dispute arising out of or in connection with these Terms shall be submitted to the competent courts of Portugal, unless mandatory law gives you the right to bring proceedings in another competent court.