

Terms and Conditions

This website, roycgroup.com, is operated by ROYC AB, a Swedish Limited Company (Aktiebolag) with the company registration number 559360-9422, incorporated and existing under the laws of Sweden, with its registered office at Sturegatan 6, 114 35 Stockholm, Sweden, its branches and subsidiaries ("ROYC Group").

By checking the corresponding checkbox on the platform available at roycgroup.com or any of its subdomains (the "Platform") when creating an account, you are accepting these Terms and Conditions and thus agreeing that you will abide by these Terms and Conditions. The Terms and Condition is between ROYC Int GP S.a.r.l., a Luxembourg limited company (Société à Responsabilité Limitée De Droit Luxembourgeois)) with the company registration number 5836-5578-7700-7830, incorporated and existing under the laws of the Luxembourg ("we", "our" or "ROYC GP") and (a) you on your own behalf as an individual, (b) the entity on whose behalf you are accessing and using the Platform and Services (as hereafter defined); whether as an employee, associated person, independent contractor, agent, or in a similar representative capacity ((a) and (b), collectively "you" and "yourself"), and governs your access to and use of the Platform and the Services and applications offered by ROYC GP thereon (collectively, the "Services").

We have the right to change the Platform, the services and/or these Terms and Conditions at any time without prior notice, whether as a result of changes in law, regulation, policy or otherwise. Therefore, each time you access or use the Platform, you should visit and review the then-current Terms and Conditions. Your continued access and/or use of the Platform constitutes acceptance of such changes.

The fund(s) structured by ROYC Group at the Platform qualifies as an AIF in accordance with the AIFMD and the AIFM Law (the "Fund"). ONE Fund Management S.A. (the "AIFM") acts as external alternative investment fund manager of the Fund, under authorization by the Luxembourg financial authority, Commission de Surveillance du Secteur Financier ("CSSF"), pursuant to Chapter II of the AIFM Law.

General qualification principles:

We permit professional investors subject to any specific eligibility requirements in a relevant jurisdiction, to invest in private equity funds via the Platform. You qualify to invest in the Fund if you meet certain criteria, including a minimum net worth and sufficient prior investment experience. Due to the nature of the funds we offer exposure to through the Platform, the Platform is available exclusively for professional investors or, if and where applicable, investors that qualify based on applicable national securities laws and regulations governing these types of securities transactions that must be observed. Also, there may be specific eligibility requirements in the jurisdiction you are located, have a registered office or reside. You must make your own assessment regarding regulatory requirements as may be applied to your activities on the Platform.

As a professional client, you are granted fewer protections than if you were categorized as retail client in accordance with the provisions of applicable laws and regulations. In particular (without limitations): i) you are likely to receive less information about your investments (for example on costs, commissions, fees and charges), ii) when assessing the appropriateness of a product or service, the regulation allows us to assume that you have sufficient knowledge and experience to understand the relevant investment risks, iii) if we are required to assess the suitability of a personal recommendation, the regulation allows us to assume that you have sufficient experience and knowledge to understand the risks involved, iv) when applying best execution we are not under all circumstances required to prioritize the total consideration of the transaction as being the most important factor in achieving the best possible result for you, v) we are not required to inform you about disturbances which may hinder the proper and speedy execution of your order(s), vi) should we provide you with periodic statements, we are not required to provide them as frequently as for retail clients, vii) you are likely to have fewer rights to compensation of loss in the event of our bankruptcy under any scheme under local law for the payment of compensation.

No financial recommendation or offering

This Platform is made on a confidential basis and solely for informational purposes. This Platform does not constitute (and may not be used for the purposes of) an offer of shares and is not a platform to apply to participate in the Fund in jurisdictions where such offers or invitations are not authorized or where persons wishing to make such offers or invitations are not qualified to do so, or where it is unlawful for persons to make such offers or invitations.

None of ROYC Group, ROYC GP, the Fund, ONE Fund management S.A., any of the foregoing affiliates, employees, agents and operating partners make investment recommendations, and no communication through the Platform, or otherwise, should be construed as a recommendation of any security.

Alternative investments in private markets are highly illiquid, speculative, and involve a high degree of risk. Past performance is not indicative of future results. Investors may not get back their money originally invested and those who cannot afford to lose their entire investment should not invest.

Prior to investing, carefully consider the respective fund documentation for details about potential risks, charges and expenses.

Information on this Platform does not cover risk factors and other matters relevant for an investment in the Fund or the funds in which the Fund invests. **Prospective investors should have the financial ability and willingness to accept the risks and potentially lack of liquidity associated with an investment in a fund of the type offered on the Platform as a professional investor.**

Neither ROYC Group, ROYC GP or the Fund are obligated to introduce you to anyone connected to the funds in which the Fund invests, or other financial products offered on the platform of this website, including fund managers, fund analysts, or other investors. Neither ROYC

Group, ROYC GP, the Fund or the AIFM guarantee the accuracy of information provided by the target funds, their managers or other financial products presented on the platform or otherwise.

Non-Disclosure

By accessing this website and Platform, you agree to be bound by the ROYC Group's Privacy Policy.

As obtaining access to the Platform, you are obliged to adhere to ROYC Group's Non Disclosure Agreement available when signing up.

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Content available at the website and/or the Platform including logo, graphics, newsletter, articles and other materials, is the property of ROYC Group or other third parties and is protected by copyright and relevant laws. All trademarks and logos displayed on this website are the property of their respective owners. Material and information contained on this website is not granted to you by ROYC Group or any other.

Limitation of Liability

All content on the Platform is based on ROYC Group and ROYC GP's assessments and interpretations of information and data available at the date of the last update of the website including the Platform.

Parts of the contents on this website and Platform have been obtained from published sources prepared by other parties. Neither ROYC Group, ROYC GP, the Fund, the AIFM, any of the foregoing respective affiliates, employees, agents, and operating partners, nor any other person or entity, has verified or warrants the accuracy or the completeness of the content or information found on the website and Platform. The content and information found on the Platform is of a preliminary nature and is subject to amendment and verification and should not be relied upon by any person for any purpose.

Advertisers and sponsors are responsible for ensuring that material submitted for inclusion is accurate and complies with applicable laws, rules and regulations. ROYC Group is not responsible for any such compliance or any error, inaccuracy or fault in any advertiser's or sponsor's content.

We inform you that this website and Platform and content of same has not been reviewed by any financial supervisory authority.

Indemnification

By accessing the Platform you agree to indemnify and hold harmless ROYC Group, ROYC GP, the Fund, AIFM and, where applicable, their affiliates, officers, directors, employees or agents of each of the foregoing (each referred to as an "**Indemnified Person**") harmless against all liabilities, costs or expenses (including reasonable legal fees), damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, that may be incurred by such Indemnified Person, in connection with any matter or other circumstance relating to or resulting from your use of the Platform, provided that no Indemnified Person shall be entitled to such indemnification for any action or omission resulting from any behaviour by it which qualifies as fraud, wilful misconduct, reckless disregard or gross negligence.

Governing Law

These Terms and Conditions will be governed by and construed in accordance with the substantive laws of Luxembourg without regard to conflict of laws and all disputes arising under or relating to the Terms and Conditions shall be brought and resolved solely and exclusively in Luxembourg. Should any legal action be commenced in connection with these Terms and Conditions, the prevailing party in such action shall be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorneys' fees.

Any failure or delay by ROYC Group or ROYC GP in enforcing an obligation or exercising a right under these Terms and Conditions does not amount to a waiver of that obligation, or right or any other obligation or right.

Restrictions of jurisdictions

ROYC makes no commitment that any users' access to the website and Platform or use of same will be lawful in any jurisdiction.

It is the sole responsibility of prospective investors or other users of this website and Platform to be compliant with laws and regulations of any relevant jurisdiction in connection with any application to participate in the Fund or the funds in which the Fund invests, including obtaining any required consents, licenses and/or approvals from governments and/or other authorities and adhering to any other formality required in such jurisdiction.