



PrimeInvest Online Data Room - Terms and Conditions

Legal Notice and Procedures

The user ("Recipient") accessing PrimeInvest's online data room ("Data Room") has executed with PrimeInvest a legally-binding Non-Disclosure and Non-Circumvention Agreement ("Agreement"), under which a username and password have been provided to Recipient to access the information in the Data Room.

Although no physical data room is being maintained in connection with a potential transaction between PrimeInvest and Recipient, the nature of confidentiality to be observed and the procedures set forth herein to insure confidentiality are the same as if an actual physical data room existed. Misuse of materials contained within the Data Room by Recipient, including violation of these procedures, will be deemed a breach of the existing Agreement between PrimeInvest and Recipient.

Confidentiality

The posted materials in the Data Room ("Information") in connection with and relating to any potential transaction between PrimeInvest and Recipient constitute the "Confidential Information" and "Privileged Information" of PrimeInvest as defined in the Agreement. Accordingly, the Information must be held in complete confidence and subject to the terms of the Agreement.

Access

The Data Room will be maintained available to Recipient on a 24/7 basis except for times, primarily during weekends, when it may be unavailable because of system maintenance.

Recipient's access to the Data Room is with the consent of PrimeInvest, which may be withdrawn at any time and without prior notice. Recipient's use of the Data Room and Information therein must be limited to Recipient's internal team members with a need-to-know who are essential to review a potential transaction and due diligence process.

The username and password issued to Recipient shall be strictly limited to Recipient's internal team members and must not be shared with any other third-party. If a third-party becomes essential to Recipient, who needs access to the Data Room in relation to a potential transaction with PrimeInvest, an appropriate written request should be made to PrimeInvest and such third-party shall enter into the Non-Disclosure and Non-Circumvention Agreement with PrimeInvest.

Documentation

An index of documents contained in the Data Room is included on the online website and has been organized in a manner deemed appropriate by PrimeInvest. Notwithstanding the use of folders, headings and document titles, the parties are charged with knowledge of all information contained in the Data Room, regardless of a party's interpretation of the index. Requests for

moving files from one folder to another may be made to PrimeInvest, who may do so in its sole discretion.

Access to the Data Room will not permit any marking, altering, or modification of any Information contained therein.

Further documents will be added to the Data Room from time to time. These will be clearly marked as separate files and Recipient will be notified of materials added, deleted and/or modified.

Compliance

Data Room users shall comply with all applicable laws and securities regulations in accessing the Data Room and in further using or accessing the Information therein.

Security Requirements

The Data Room must not be accessed from any non-secure network, such as from an internet café or any other public-access network. At the end of each session accessing the Data Room, the browser window must be closed down. When a computer logged-in to the Data Room is left by Recipient, that computer should be locked with a password known only to Recipient and its internal IT administrator.

Data Room users will not attempt to circumvent any of the security features of the website. No user of the Data Room shall introduce any computer virus or other malware code to the Data Room or the hosting systems on which the Data Room is held.

General Disclaimer

PrimeInvest has undertaken reasonable efforts to ensure that the Information in the Data Room is correct at the time of posting, but PrimeInvest makes no representation or warranties, express or implied, as to the quality, accuracy and completeness of the Information in the Data Room. PrimeInvest assumes no liability in contract or in tort or breach of statutory duty or otherwise for or in respect of any indirect, incidental, consequential or exemplary loss or damage howsoever arising in respect of or in connection with the information contained in or from the inaccuracy, incompleteness, or omissions in the contents of the Data Room.

PrimeInvest does not warrant that the Data Room will be free of computer malware introduced by third-party users or hackers, and PrimeInvest accepts no liability for any damage caused by such malware. Data Room users acknowledge that it is their responsibility to implement sufficient malware protection to satisfy their particular requirements.