

## **TERMS OF USE AND LEGAL INFORMATION**

### **VISITORS TO PROSTAR CAPITAL PARTNERS' WEBSITE ARE REQUESTED TO READ THE FOLLOWING INFORMATION:**

Thank you for visiting the website of Prostar Capital Partners Ltd, Prostar Capital Partners Management Ltd, and each of their respective related parties, any trust or partnership of which the trustee or general partner is Prostar Capital Partners Ltd or Prostar Capital Partners Management Ltd or any of their respective related parties, or any entity which manages or advises, or sub-manages, or sub-advises, or is managed or advised by, any of the foregoing (collectively, "Prostar," "we," or "us"). Please read these Terms of Use and Legal Information (the "Terms of Use") carefully. By accessing and using this website (including all content, information and materials made available therein) (the "Website"), you signify your agreement with and acceptance and understanding of the following Terms of Use pertaining to both this site and any material, including the terms, conditions and notices, contained herein, without modification of such material. Prostar owns and maintains this. "You" refers to you, as a user of this Website.

These Terms of Use, as amended from time to time, as well as all any other rules and restrictions set forth on this website, apply to you when you view, access or otherwise use the Website. Prostar reserves the right, in its sole discretion, to change the terms, conditions, and notices under which this Website is offered and to make improvements to or correct any error or omission in any portion of this Website, in each case, at any time and without notice. All information contained herein, including return figures (historical and/or current) and forecasts, are subject to change without notice to you. If we update our Terms of Use, we will post the updated Terms of Use here. By your continued use of the Website after publication of any revisions to the Terms of Use, you accept and agree to the terms and conditions in the revised Terms of Use. If you do not accept the terms and conditions stated herein, do not use the Website.

#### **Intended Use of the Website**

The information contained herein is intended to provide general information regarding Prostar's capabilities and services and is intended for the benefit of firms and companies seeking private equity investment capital. You may not modify, copy, distribute, sell, reproduce, disseminate, provide or disclose to others without the prior written authorization of Prostar any information obtained from this site.

#### **No Offer or Advice**

This website is for informational purposes only and does not constitute an offer to sell or a solicitation of an offer to purchase any securities or investment management or investment advisory services by Prostar and may not be relied upon in connection with any offer or sale of securities or other assets. Notwithstanding anything to the contrary contained herein, any such offer or solicitation will be made only pursuant to a final confidential private placement memorandum, subscription agreement and other related documents with respect to a particular investment opportunity and will be subject to the terms and conditions contained in such documents, including the qualifications necessary to become an investor, and will describe the significant risks and other important information, such as legal, regulatory and tax disclosure, related to any such investment. Inherent in any investment is the risk of loss.

The Website, including all content, is provided "as-is" and "as available." Nothing on the Website is a recommendation that you purchase, sell or hold any security or other investment, or that you pursue

any investment style or strategy. We do not give any advice or make any representations through the Website as to whether any security or investment is suitable to you or will be profitable. Nothing on the Website is intended to be, and you should not consider anything on the Website to be, investment, accounting, tax, business, legal or other advice. If you would like investment, accounting, tax or legal advice, you should consult with your own financial advisors, accountants or attorneys regarding your individual circumstances and needs.

### **Past Performance; Forward-Looking Statements**

The past performance of any funds mentioned herein is not intended to be complete and the information contained in this Website is not, and should not be construed as, an offer or solicitation of any kind to buy or sell any securities or other financial instruments or any kind of recommendation or advice. Furthermore past performance is not indicative of future results; no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past; or that significant losses will be avoided.

The Website also includes a comprehensive listing and summary description of Prostar's portfolio companies dating back to inception. Information is included to illustrate Prostar's investment criteria, approach, and the types of industrial portfolio companies we have partnered with throughout our history. The comprehensive listing is not intended to represent performance or be an indicator for how clients have performed or may perform in the future.

Certain information contained in the Website constitutes "forward-looking statements" or statements of opinion or intention, which can generally be identified by the use of forward-looking terminology such as "may," "can," "will," "would," "should," "seek," "expect," "anticipate," "project," "estimate," "potential," "intend," "continue," "target," "plan," or "believe," or the negatives thereof or other variations thereon or comparable terminology. Such statements are based on Prostar's beliefs, assumptions, current expectations, estimates, and projections about the financial industry, the economy, Prostar itself or its investments. Forward-looking statements are not guarantees of the underlying expected actions or future performance and future results may differ significantly from those anticipated by the forward-looking statements. Therefore, actual results and outcomes may materially differ from what may be expressed or forecasted in such forward-looking statements. All expressions of opinions are subject to change without notice.

### **Limitation of Liability; Disclaimers; Indemnity**

Prostar assumes no responsibility for, and makes no guarantee, representation or warranty, express or implied, as to the accuracy, completeness or correctness with respect to the Website and the information contained herein. Prostar expressly disclaims any and all warranties of any kind, express or implied, with respect to the Website, including, but not limited to the implied warranties of merchantability or fitness for a particular purpose, title, non-infringement, availability, security, accuracy, freedom from viruses or malware, completeness, timeliness, functionality, reliability, sequencing or speed of delivery, that functions contained at the Website will be uninterrupted or error-free, that defects will be corrected, or that the Website or the server that makes it available will be free of viruses, bugs or other harmful components. The Website is provided on an "as is" and "as available" basis.

Prostar's liability with respect to the website and its content is limited to the maximum extent permitted by law. In no event will Prostar, or any of its affiliates, agents or employees, be liable for any indirect, incidental, special, punitive or consequential damages however caused arising out of or

in connecting with the access of, use of or link to other sites from the Website, its contents, or the inability to use the website, or transactions entered into through the Website.

This disclaimer of liability applies to any and all injuries, claims, liabilities, losses, costs or damages under any theory, including, but not limited to, any direct, indirect, punitive, special, incidental, consequential or exemplary damages that result from the access or use of, or the inability to access or use, the Website (including those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction or unauthorized access to, alteration of or use of any asset, whether for breach of contract, tortious behavior, negligence or under any other cause of action). Further, Prostar's liability is limited even if it has been advised of the possibility of the damages that you suffer or if any remedy you have fails of its essential purpose. You agree to indemnify, defend and hold harmless Prostar against any and all claims, damages, costs or other expenses that arise directly or indirectly out of or from your breach of these Terms of Use and/or your activities in connection with the Website. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

Notwithstanding the foregoing, nothing contained in the preceding paragraphs or elsewhere in the Terms of Use shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

#### **Ownership; Restrictions on Use**

All content, such as graphics, logos, articles and other materials, is the property of Prostar or others and is protected by copyright and other laws. All trademarks and logos displayed on the Website are the property of their respective owners, who may or may not be affiliated with Prostar. No act of downloading or otherwise copying from this Website will transfer title to any software or material on this Website to you. Anything transmitted to the Website by you will be deemed non-confidential as between you and us, and Prostar will be free to use, modify, reproduce and distribute it for any purpose without compensation to you.

Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any content or trademark displayed on this Website without the written permission of Prostar or such other third party that may own the content or trademark displayed on this Website. You may not link any of your websites or any third-party website to this Website without the express prior written consent of Prostar and if you do link other websites to this Website, you may not imply or suggest that Prostar has endorsed or is affiliated with such websites and you may not display this Website as "framed" within another website.

Prostar reserves all rights with respect to ownership of all content on this Website, including all intellectual property rights therein, and will enforce such rights to the full extent of the law.

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations in connection with accessing and using the Website, and that you will not violate the rights of any person, interfere with the functioning of the Website or restrict or inhibit any others from using the Website or attempt to violate the security of this Website or use or gain access to the identities, information or computers of others through this Website. Prostar has the right (but not the obligation) to monitor this Website for any unauthorized or objectionable conduct and to take all appropriate actions in response, without notice to you and we may at any time revoke your right to use all or any portion of the Website. Prostar may investigate any complaint regarding or suspected violation of these Terms of Use, and may report any activity

relating to this Website to regulators, law enforcement officials or other persons or entities that it deems appropriate.

### **International Use**

The Website is not intended for distribution to, or use by, any person or entity in any jurisdiction, country or territory where such distribution or use would be contrary to law or regulation or which would subject Prostar to any registration or other requirement within such jurisdiction, country or territory. Visitors who choose to access this Website do so at their own initiative and are solely responsible for compliance with any and all local laws and regulations that may apply to such access and use. Access to the Website is prohibited where such access or use violates applicable laws and regulations. You agree that by accessing the Website, you shall be deemed to represent and warrant that your access to and use of the Website is permitted under all laws and regulations applicable to you.

### **Links to External Sites**

The Website may provide access or contain links to websites and services owned and operated by third parties, including links to portfolio company websites and news publications. These links are provided as a convenience and do not imply Prostar's endorsement, sponsorship, or approval of any of these websites or the content distributed through, linked to or downloaded or accessed from such websites, including as to the accuracy or reliability of such content or websites. Prostar does not review or monitor any such websites linked from or to the Website and does not have control over nor is it responsible for the content of any such sites, or any products or services contained on or accessible through such other sites, their terms of use or privacy policies. Accordingly, Prostar disclaims responsibility for the information, materials, products or services obtained on or from such other websites, nor will Prostar be liable in any respect for any damages arising from your access to such websites. If you access or rely on any third-party website through the Website or because it was referred to in this Website, any such access or reliance shall be at your sole risk.

Third-party websites may have a privacy policy or security practices different from Prostar, so it is important to read the policies of those sites before sharing your personal information.

### **Privacy Policy**

For information regarding Prostar's privacy and security practices, please review Prostar's Privacy Policy.

### **Non-Public Investor Sections of the Website**

Certain areas of the Website are password-protected. You may not attempt to access any password-protected areas of the Website without authorization. If you are a limited partner investor of, or an employee or agent of a limited partner investor of, Prostar, ("Authorized User") you may have been granted access to certain non-public portions of the Website, operated by Intralinks, Inc., through a uniquely assigned investor log-in ("Investor Sections"). In addition to these Terms of Use, Authorized Users' use of the Investor Sections may also be governed by other agreements, including client agreements with us, any applicable user agreements and all applicable laws and regulations. If Authorized Users have been granted access to the Investor Sections by Prostar, such Authorized Users agree that Prostar has granted them limited access to specific files pertaining to investments relevant to them solely for the purpose of monitoring such investments, and such Authorized Users agree not to attempt to access other computer files or to use any such materials or information for any purpose other than as described above and, in any event, in a manner that contravenes any

applicable other agreements. All information and materials provided to Authorized Users in the Investor Sections is confidential and intended solely for the information of Authorized Users' intended recipient and/or such recipient's financial, legal or tax advisors, provided that such advisors agree not to disclose any such information or materials. Authorized Users must maintain confidentiality of their log-in information and they remain solely responsible for all usage of the Investor Sections of the Website through their accounts, whether such use is made by them or anyone else. Authorized Users will not disclose any of this information to any person or use it for any purpose other than as strictly permitted by us in writing, except as required by law or legal process. Authorized Users must immediately notify us of any known or suspected unauthorized use of their login information or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of their log-in information or of any of the information or materials accessed using their log-in information.

All information available through the Investor Sections is confidential, proprietary, trade secret and otherwise commercially sensitive to us and the private investment funds and accounts that we manage. This includes all investment information and results, offering materials, financial statements and other information provided through the Investor Sections. Authorized Users agree to keep all such information strictly confidential. Use of the Investor Sections constitutes an agreement to be bound by such terms and conditions and to comply with all notices posted on the Website and in such Investor Sections.

#### **Miscellaneous**

If any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms of Use shall be interpreted in accordance with the laws of the State of New York and any applicable Federal Laws in the United States. Any action related to these Terms of Use must be brought in a State or Federal court located in New York County in the State of New York, and you agree to waive trial by jury in any such action. Subject to applicable laws, any failure by Prostar to act on any of its rights, or enforce any of the Terms of Use shall not be considered a waiver of any such rights to act on or to enforce the Terms of Use at any point in the future.

© Copyright 2024 Prostar Capital Partners Ltd. All rights reserved.

Last updated May 2024.