

TERMS OF SERVICE

Effective: January 1, 2026

Welcome to the Two Prime website (the "Site"), owned and operated by Two Prime Inc. ("Two Prime", "we", "us", "our"). Please read these Terms of Service carefully before using the Services (as defined below). These Terms of Service govern your use of and access to the Site, our related social media sites, tools, products and services that we may offer from time to time (collectively, the "Services").

THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, THE END USER, AND TWO PRIME. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CONTINUING TO USE THE SERVICES. BY USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE ANY SERVICES. YOUR USE OF THE SERVICES MEANS THAT YOU AGREE TO THE TERMS OF THIS AGREEMENT.

BY ACCESSING OR USING THE SERVICES, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, AND (2) YOU REPRESENT AND WARRANT THAT YOU ARE NOT PROHIBITED BY LAW FROM ACCESSING OR USING THE SERVICES IN YOUR JURISDICTION. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER. PLEASE READ THE "ARBITRATION" SECTION BELOW FOR ADDITIONAL INFORMATION.

1. MODIFICATIONS AND UPDATES TO THIS AGREEMENT

We reserve the right, at any time, to modify, alter, and/or update this Agreement, and any such modifications, alterations, or updates will be effective upon our posting of the revised Agreement. We will use reasonable efforts to notify you in the event material changes are made to this Agreement, such as by posting a notice on the Site. Your continued use of the Services following our posting of any revised Agreement will constitute your acknowledgement of the amended Agreement. We encourage you to review this Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Services. If you do not agree to the revised Agreement, you may not access or use the Services.

2. TWO PRIME LENDING

Lending services are provided by Two Prime Lending Limited ("Two Prime Lending"), associated with Two Prime (an SEC-registered investment adviser). Two Prime Lending is a separate legal entity and is not registered with the SEC. Lending products are not investment advisory services and are not offered, recommended, or supervised by Two Prime.

Borrowers engage directly with Two Prime Lending under independent lending agreements. Terms, rates, and collateral requirements are determined solely by Two Prime Lending and are subject to applicable laws and regulations governing its activities.

Registration of Two Prime with the SEC does not imply a certain level of skill or training. Nothing on this Site constitutes an offer to provide advisory or lending services in any jurisdiction where such offer would be unlawful.

3. ELIGIBILITY

The Services are offered and available to natural persons who are 18 years of age or older. By using the Services, you represent that you are 18 years of age or older.

4. PRIVACY

Please review our Privacy Notice in order to learn about our practices with respect to the collection and processing of your information. The Privacy Notice is hereby incorporated by reference into this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that we or our licensors own all legal right, title and interest in and to all elements of the Services. The Services, and all of its contents, including without limitation, the Two Prime name and logo, and all text, photographs, images, illustrations, graphics, video material, audio material, blog posts, software, tools, logos, titles, names, button icons and the selection and arrangement thereof on the Site (collectively "Site Content"), are or may be protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Site Content is owned or controlled by us or by other parties that have provided rights thereto to us.

Except as expressly set forth herein, you may not, and agree that you will not, use, publish, reproduce, display, distribute, or modify the Site Content or any portion thereof, for any purpose or by any means, method, or process. Modification of the materials appearing on the Services or use of such materials for any purpose not expressly set forth herein is a violation of our copyright and other proprietary rights. We reserve all rights in and to the Site Content, other than the limited license granted to you in this Agreement.

6. TRADEMARKS

The Two Prime name and logo, and all related names, logos, domains, product and service names, designs and slogans are trademarks of Two Prime or its licensors. You must not use such marks without the prior written permission of Two Prime. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

7. LICENSE

You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, and personal license to access and use the Services and Site Content; provided, however, that such license is subject to the terms of this Agreement and does not include any right to (a) sell, resell or use commercially the Services or Site Content, (b) distribute, publicly perform or publicly display any Site Content, (c) modify or otherwise make any derivative uses of the Services or Site Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than

page caching) any portion of the Services or Site Content, except as expressly permitted by us, or (f) use the Services or Site Content other than for their intended purposes.

8. THIRD PARTY WEBSITES AND APPLICATIONS

The Services may contain links to third party websites, services, and applications that are not owned, operated or controlled by us. All such links are provided solely as a convenience to you. We do not control, recommend or endorse and are not responsible for these websites or applications or their content, products, services or privacy policies or practices. When you access these third-party websites, services, or applications, you leave our Services, and we are not responsible for, and do not control, the content, security, or privacy practices employed by any third-party websites, services, or applications. In no event shall we be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the third-party websites, services, or applications, or the information or material accessed through these third-party websites, services, or applications. If you decide to access any other website or application linked to or from the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites, services, or applications.

9. ACCEPTABLE USE AND USER CONDUCT

You are solely responsible for your use of and access to the Services. You may not use, or encourage, promote, facilitate or instruct others to use, the Services, or any part thereof, to:

- Provide, submit or upload false, inaccurate or misleading information;
- Infringe upon, misappropriate or violate any other party's intellectual property, privacy, publicity, statutory, legal, personal or other rights;
- Collect, track, harvest or otherwise collect information about others, including without limitation email addresses, without proper consent;
- Send, upload, promote, distribute, disseminate, incite or encourage any unlawful, defamatory, disparaging, harassing, insulting, abusive, harmful, discriminatory, threatening, intimidating, malicious, fraudulent, violent, obscene, or otherwise objectionable content;
- Upload, transmit or distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other type of malicious code, or items of a destructive or deceptive nature, that could interfere with, disrupt, affect, damage, harm or impair the functionality or operation of the Services or of any related website, other websites, or the Internet, or that would restrict or inhibit any other person from using the Services;
- Modify, adapt, translate, copy, reproduce, duplicate, archive, download, publish, distribute, reverse engineer, decompile or disassemble the Services or portion thereof by any means, other than as expressly permitted by this Agreement or as otherwise clearly contemplated by the features and functionalities of the Services;
- Reformat, frame or mirror any portion of the Services;
- Use any robot, spider, site search/retrieval application, crawler, scraper, script, browser extension, offline reader or similar data mining, gathering or extraction tools or methods, whether automated, programmed or manual, not authorized by us to access or otherwise use the Services in any way;

- Undertake, engage, carry out, encourage, or promote any illegal or unauthorized activity that would violate, or assist in violation of, any law, statute, ordinance, or regulation, including, but not limited to, money laundering, terrorist financing, or deceptive or manipulative trading activities; or
- Use the Services for any other unlawful, improper or unethical purposes, or to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.

If you violate the terms of this Agreement, including without the limitation, the foregoing Acceptable Use standards, Two Prime reserves the right, in its sole discretion, to block your access to the Site and Services.

10. DISCLAIMER

VISITORS TO THE SITE OR SERVICES AGREE THAT THEIR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THE SITE OR SERVICES IS AT THEIR SOLE RISK. THE SITE, THE SERVICES AND ALL SITE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TWO PRIME MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (I) ANY WARRANTIES CONCERNING THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE CONTENT ON THE SITE OR SERVICES; AND (II) ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FUNCTIONALITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE SITE, SERVICES, OR SITE CONTENT. WE DO NOT REPRESENT, WARRANT OR GUARANTEE: (1) THAT THE SERVICES, ANY PORTION OF THE SITE OR SERVICES, OR E-MAILS SENT FROM OR ON BEHALF OF TWO PRIME ARE OR WILL BE FREE FROM VIRUSES, SCRIPTS, WORMS, TROJAN HORSES, OR ANYTHING ELSE CONTAINING DESTRUCTIVE PROPERTIES; (2) THAT ACCESS TO THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (3) THE SITE OR SERVICES WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED ON THE SITE OR SERVICES. WHILE TWO PRIME ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND SITE CONTENT SAFE, WE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, SITE CONTENT, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY IN ANY MANNER.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS RELATED TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (D) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU.

11. INDEMNIFICATION

By using the Services, you agree to indemnify, defend and hold Two Prime and its past, present and future parent, affiliates and subsidiaries, and each of their respective officers, directors, members, managers, employees, service providers, agents, contractors, successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, actions, damages, losses, liabilities, penalties, fines, judgments, settlements, costs and expenses (including without limitation, reasonable attorneys' fees and expenses, including any incurred in enforcement of this indemnity) (collectively, "Losses") arising in any way from or in connection with (i) your use, or misuse, of the Site or Services; (ii) any violation by you of this Agreement, our Privacy Notice or any other policy posted on the Site applicable to your use of the Site or the Services; and (iii) any violation of the rights of a third-party. The Indemnified Parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification hereunder, in which event, you agree to assist and cooperate with us in the defense or settlement of any Losses.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL TWO PRIME OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR RELATED TO THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE, THE SITE, SERVICES, ANY SITE CONTENT OR OTHER MATERIALS, OR ANY THIRD PARTY SITES OR PRODUCTS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF TWO PRIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR FOR DISPUTES AGAINST US IS TO DISCONTINUE YOUR USE OF THE SITE AND/OR SERVICES. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THIS AGREEMENT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. MODIFICATIONS TO THE SERVICE

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) at any time and without liability therefor.

14. TERMINATION

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Services at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event, to the fullest extent permitted by applicable law.

15. GOVERNING LAW; ARBITRATION

A. Governing Law – This Agreement will be governed by, and construed in accordance with, the laws in effect in the State of New York, and applicable federal law, without regard to its conflicts of law principles. Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) (a “Dispute”) between you and us or our successors or assigns shall exclusively be settled through binding and confidential arbitration, unless earlier resolved in accordance with Section (B), below.

B. Pre-Arbitration Dispute Resolution – In the event of any Dispute arising between you and us, one party must first send a written notice of the Dispute to the other party by email with a delivery receipt requested (“Notice”). Our email address for Notice is info@twoprime.com. The Notice must describe the nature and basis of the Dispute, and set forth the specific relief sought (the “Demand”). The parties shall first meet and confer by such method as the parties may mutually agree, to attempt to resolve the Dispute. The parties shall work together in good faith to attempt to resolve the Dispute directly for thirty (30) days after the Notice is received, or such further period as the parties may mutually agree. In the event that the Dispute is not resolved by the end of such thirty (30) day (or longer) period, then either party may commence arbitration, as further described below.

C. Arbitration – If the parties are unable to resolve a Dispute through the good faith negotiation procedure set forth in Section (B), above, then we both agree that such Dispute will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate Disputes includes all claims arising out of or in any way related to these Terms of Service, and your receipt of text messages or email messages (as applicable) from us or our service providers, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS AGREEMENT, YOU AND TWO PRIME ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

D. Exceptions - Notwithstanding Section (C) above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (ii) file suit on an individual basis in small claims court for applicable claims. In such a case, you

expressly and irrevocably consent to the exclusive jurisdiction of the state or federal courts, as applicable, located in New York, New York, and to the exercise of personal jurisdiction in such courts in connection with any such dispute.

E. Arbitration Process - Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator in New York, New York or by video conference (at the claimant's election), and will be governed by National Arbitration and Mediation's ("NAM") Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules"), as may be modified by these Terms of Service. The NAM Rules and filing forms are available online at www.namadr.com, by calling NAM at 1-800-358-2550, or by contacting us. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

F. Fees - If you commence arbitration in accordance with this Section (Governing Law and Dispute Resolution), you will pay the Initial Administrative Fee in accordance with NAM's then-applicable fee schedule. If the claim is for \$15,000 or less, you agree that the arbitration will be conducted solely on the basis of documents submitted to the arbitrator. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the NAM Rules. In that case, you agree to reimburse us for all monies we previously paid to NAM pursuant to the NAM Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Each party agrees that such written decision, and information exchanged during arbitration, will be kept confidential except as may be required by law or to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from you or us, which is made within 14 days of the arbitrator's ruling on the merits. In addition, the arbitrator may award any individual relief or individual remedies that are permitted by applicable law.

G. No Class Actions - To the fullest extent permitted by applicable law, you and we agree that ANY CLAIMS BROUGHT BY YOU AGAINST US MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF.

H. Enforceability - In the event that the class action waiver in Section (G), above, is found to be unenforceable for any reason, the remainder of this Section (Governing Law and Dispute Resolution) shall also be unenforceable.

16. U.S. CONTROL

We control and operate the Services from the United States of America. We do not represent that the Site Content or other materials on the Services are appropriate or available for use in other locations. Persons who choose to access the Services from

other locations do so on their own initiative, and are responsible for compliance with all local laws, if and to the extent local laws are applicable.

17. SEVERABILITY

If any provision, or portion thereof, of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision, or portion thereof, shall be severable from the remainder of this Agreement, and all other terms and provisions of this Agreement shall remain in full force and effect.

18. SURVIVAL

All terms and provisions of this Agreement that are intended to survive the expiration or termination of this Agreement and the termination of your Account shall so survive.

19. MISCELLANEOUS

This Agreement is the entire agreement between you and Two Prime with respect to the Site, Services, Site Content, and any transaction conducted on or through the Site or Services, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Two Prime with respect to those matters. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other in any respect. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Two Prime. Two Prime's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision, or of Two Prime's right to enforce such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity.

20. CONTACT US

If you have any questions about the Services or the terms of this Agreement, please send us an email at info@twoprime.com.