Website Terms of Use

Effective date: [August 1, 2025]

These Website Terms of Use (the "**Agreement**") constitute a legally binding agreement between the visitor ("**you**") and **Sakara Capital Partners Inc.** ("**Sakara**" or "**we/us/our**") governing your access to and use of www.sakaracap.com (the "**Website**") and all information, text, graphics, reports, data, documents and other materials made available on or through the Website (collectively, the "**Site Content**").

BY ACCESSING OR USING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT WITHOUT LIMITATION OR QUALIFICATION.

If you do not agree with any provision, you must not use the Website.

1. Purpose of the Website

The Website is provided **solely for informational purposes** to allow **existing and prospective institutional investors** (including pension plans, endowments, foundations, family offices and other qualified purchasers) to learn about:

- Sakara's private-equity investment strategies, which currently comprise customised **separate managed accounts, pooled fund-of-funds vehicles, primary and secondary commitments, and direct co-investments;**
- Our firm's history, people and investment philosophy; and
- General private-equity market insights.

The Website does not constitute **(i) an offer to sell or a solicitation of an offer to buy any security, investment product or service, (ii) investment, legal, accounting, tax or other professional advice, or (iii) a recommendation regarding any investment strategy**. Any offering of interests in a Sakara-sponsored fund or managed account is made **only by means of a confidential offering memorandum or investment management agreement** delivered to persons who satisfy applicable eligibility criteria and is subject to the terms, conditions and risk factors therein.

Site Content may be changed, replaced or removed at any time without notice.

2. Eligible Users and Distribution Restrictions

- **Institutional / Accredited Investors Only**. The Website is directed exclusively to institutional and other accredited investors (as defined under National Instrument 45-106 and, where applicable, U.S. Regulation D and similar rules elsewhere).
- **Canadian Focus**. The Website is controlled and operated from Ontario, Canada. We do not represent that Site Content is appropriate or available in other jurisdictions. Persons who access the Website from outside Canada are responsible for compliance with local laws and regulations.
- **No Public Offering**. Securities of Sakara vehicles are offered on a **private-placement basis** only where lawful, and only by individuals duly registered or exempt from registration in the relevant jurisdiction.

3. Privacy

Protecting personal information is important to us. Please review the **Sakara Capital Partners Privacy Policy** (the "**Privacy Policy**"), which is incorporated into and forms part of this Agreement. Electronic communications over the Internet are not secure; you transmit information at your own risk.

4. Performance Data and Investment Risk Disclosure

- **Past performance is not indicative of future results**. Unless otherwise indicated, stated returns are gross of fees, do not reflect the effect of taxes, and are subject to material revision.
- Private-equity investments are speculative, illiquid, long-term and **involve a high degree of risk**, including the possible loss of the entire amount invested.
- No portion of the Website should be relied upon as a promise or representation of future performance.

5. Intellectual-Property Rights and Permitted Use

Sakara owns or licenses all right, title and interest in and to the Website and Site Content, which are protected by Canadian and international copyright, trademark and other intellectual-property laws.

We grant you a **limited, non-exclusive, non-transferable, revocable licence** to display and

download Site Content for your internal, non-commercial use **only**; provided that (i) you retain all copyright and proprietary notices, (ii) you do not modify the materials, and (iii) you do not reproduce, distribute or create derivative works without our prior written consent.

"Sakara," the Sakara logo and all related names and marks are trademarks of Sakara. Third-party marks are the property of their respective owners.

6. No Warranty

THE WEBSITE AND SITE CONTENT ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**", WITHOUT WARRANTIES, CONDITIONS OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE OR AVAILABILITY. We do not warrant that the Website will operate without interruption or error, or that it is free of viruses or other harmful components.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, **SAKARA AND ITS AFFILIATES, PARTNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND LICENSORS (THE "SAKARA PARTIES")** SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR SITE CONTENT, EVEN IF ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole remedy for dissatisfaction with the Website or Site Content is to stop using the Website.

8. Indemnification

You agree to **defend, indemnify and hold harmless the Sakara Parties** from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with: (i) your breach of this Agreement; (ii) your misuse of the Website or Site Content; or (iii) any information or materials you transmit to us or upload to the Website.

9. Third-Party Links

The Website may contain links to third-party sites or resources. These are provided for convenience only; we do not endorse and are not responsible for any third-party content, services or privacy practices. Accessing third-party sites is at your own risk.

10. Prohibited Conduct

You must **not**:

- Use any robot, spider, scraper or other automated device to access the Website;
- Interfere with or disrupt the Website or servers;
- Introduce viruses or harmful code;
- Frame or mirror any part of the Website without our prior written consent; or
- Use the Website or Site Content for any unlawful, fraudulent or unauthorised purpose.

11. Governing Law and Jurisdiction

This Agreement, your use of the Website and all related matters are governed exclusively by the laws of the **Province of Ontario and the federal laws of Canada applicable therein**, without regard to conflict-of-laws rules. You irrevocably submit to the **non-exclusive jurisdiction of the courts of Ontario**.

12. Modification and Termination

We may amend this Agreement at any time by posting an updated version on the Website. Your **continued use of the Website after the "Effective date" constitutes acceptance of the revised terms**. We may suspend or terminate your access to the Website at any time without notice.

13. General

If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force. Our failure to enforce any right is not a waiver of that right. This Agreement supersedes all prior understandings regarding its subject matter. You may not assign this Agreement without our prior written consent; we may assign it without notice.

Questions?

Please contact us at legal@sakaracap.com or +1 (647)-462-6312

Privacy Policy

Sakara Capital Partners ("Sakara," "we," "us," or "our") is committed to protecting the privacy and confidentiality of information entrusted to us. This Privacy Policy outlines how we collect, use, safeguard, and manage information, particularly in our interactions with institutional investors, transaction partners and professional service providers.

Information Collection and Use

We collect limited personal information required solely for investment purposes, due diligence, regulatory compliance, and client communications. Such information typically includes contact details, professional affiliations, and other relevant data necessary for our business operations.

Communication Practices

We communicate exclusively through professional channels and do not engage in automated or unsolicited phone communications, SMS messaging, or robocalls. All communications are personalized, relevant, and related to professional or institutional engagement.

Website Data Collection

When visiting our website, our web server may automatically recognize domain names, but we do not collect or track individual email addresses unless voluntarily provided by you. The domain information collected is used exclusively for analytical purposes, aiming to enhance and optimize our website content and user experience.

Use of Cookies and Ad Servers

We do not use cookies or partner with any third-party ad servers or advertising networks.

Information Sharing

We maintain strict confidentiality of client and institutional partner information. We do not share, sell, or rent your data to third parties unless explicitly required by law or regulatory authorities.

Security of Information

We implement rigorous security measures to safeguard sensitive and confidential information against unauthorized access, disclosure, alteration, or destruction. Access to information is strictly limited to authorized personnel on a need-to-know basis.

Updating and Correcting Information

If any of the information you have provided to us needs updating or correcting, please contact us directly. We promptly address and rectify any inaccuracies.

Changes to Our Privacy Policy

We reserve the right to update this Privacy Policy periodically. If significant changes occur, we will directly inform our institutional clients and partners of these updates and provide opportunities to review any modifications.

If you have questions or concerns regarding this Privacy Policy or our handling of information, please contact us at:

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