Legal Disclaimer

Last Updated: November 2025

These Terms of Use govern the use of the website (the "Site") of Motive Capital Management, LLC and its affiliates (together, "Motive Partners").

Please read these Terms of Use carefully before using the Site. Your visit to the Site is subject to these Terms of Use, which constitutes a legal agreement between you and Motive Partners. By visiting the Site, you agree to these Terms of Use, and your continued use confirms your full acceptance of and agreement to be bound by them, as updated from time to time in accordance with applicable law. Motive UK Advisors LLP is authorized and regulated by the Financial Conduct Authority (FCA Firm Reference Number: 771914). If you do not accept these Terms of Use (a) do not use the site and (b) your sole and exclusive remedy is to discontinue your access and use of the Site.

Your compliance with these Terms of Use and all other rules, procedures, policies, terms and conditions that govern all or any portion of the Site is a condition of your right to access the Site. If you breach any provision of these Terms of Use, your right to access and use the Site will automatically terminate without the need for notice, and you may be held liable for any resulting losses, damages, or claims arising from your continued use of the Site after such termination.

<u>Limited Right to Use</u>. Motive Partners grants you a limited right to use the Site solely for lawful purposes and in accordance with these Terms of Use. Motive Partners reserves the right to suspend or revoke your access to all or any portion of the Site at any time, with or without cause. These Terms of Use will survive any termination or expiration of your access to the Site.

<u>Updates</u>. These Terms of Use may be updated by Motive Partners at any time. Motive Partners will post any updates on this page with a "Last Updated" date, and such updates will take effect upon posting unless a later effective date is specified. Your continued use of the Site after the effective date of any updates constitutes your acceptance of them. You should consult these Terms of Use each time you visit the Site. If you do not agree to the updated Terms of Use, do not use the Site.

No Offer or Advice. By accessing the Site, you acknowledge and agree that the content of the Site is for general, informational purposes only and is not intended to constitute an offer to sell or buy any securities or other assets or a solicitation to engage in any business activity, and must not be relied upon in connection with any offer or sale of securities or other assets. An offer or solicitation will be made only through a private placement memorandum, subscription agreement and/or 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 certain risk and conflict of interest disclosures contained therein. Motive Partners makes no representations that any information provided via the Site is accurate, current, or complete, and you are solely responsible for evaluating the risks and merits regarding the use of the Site and any services provided herein. Motive Partners is not utilizing the Site to provide investment or other advice, and nothing on the Site should be construed as a recommendation that you buy, sell or hold any security or other investment or that you pursue any investment style or strategy. The Site is directed only at professional or institutional investors and is not intended for retail clients. If you would like investment, accounting, tax or legal advice, you should consult with your own professional advisors.

<u>Past Performance</u>. Past performance is not indicative of future results and no representation or warranty is made that any investment will achieve results similar to those shown, that any projected or targeted returns will be realised, or that losses will not occur. In addition, through various portions of the Site, you may access historical documents that were published in the past. Please be advised that these documents may reflect information that, with the passage of time, may no longer be current or accurate. Motive Partners does not undertake any obligation to update any such document. Any transactions described on the Site as having been engaged in by Motive Partners are included as representative transactions for illustrative purposes only, and may not be representative of all transactions engaged in by Motive Partners.

Forward-Looking Statements. The contents of the Site may contain forward-looking statements. These statements are based on certain beliefs, assumptions, current expectations, estimates, and projections about the financial industry, the economy, Motive Partners, its investments and other factors. You can identify these forward-looking statements by the use of words such as "outlook," "indicator," "believe," "expect," "potential," "continue," "may," "should," "seek," "approximately," "predict," "anticipate," "optimistic," "intend," "plan," "estimate," "aim," "will" or the negative version of these words or similar expressions. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence. Therefore, actual results and outcomes may materially differ from what may be expressed or forecasted in such forward-looking statements. Furthermore, Motive Partners assumes no obligation to update, amend or clarify forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law or regulation.

Sources of Information. Certain information contained on the Site was obtained from published and nonpublished sources, including from companies in which funds advised or managed by Motive Partners have invested. Such information may not have been, and in many cases, has not been, independently verified by Motive Partners. Motive Partners does not assume responsibility for the accuracy of such information and has no obligation to update the Site to reflect facts, circumstances, or events arising after the date of publication. The analyses contained in any article posted on the Site represent the applicable author's opinion on the date of such article's publication and these assessments were not independently verified.

<u>Restrictions on Use of Site</u>. The information, materials and other content of the Site may not be copied, displayed, distributed, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written consent of Motive Partners. You agree not to:

- (a) engage in any activity intended to disrupt, overload, or impair the Site;
- (b) use any device, software or routine to attempt to interfere with the Site's functionality or appearance;
- (c) engage in data mining, scraping or similar activity or attempt to use any software, device, tool or technique (including without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site to harvest, extract or collect information from the Site;
- (d) attempt to decompile, disassemble or reverse-engineer the Site's source code or software;
- (e) use the Site to violate anyone's rights or applicable local, state, federal or international law, statute, regulation, code or ordinance, including, without limitation, regulations

promulgated by or the rules of any national or other securities exchange or do anything malicious, misleading, defamatory, libelous, abusive, fraudulent, deceptive or discriminatory;

- (f) assist or encourage violations of these Terms of Use or applicable laws or regulations;
- (g) send unsolicited email, including promotions and/or advertising of products or services;
- (h) forge any TCP/IP packet header or any part of the header information in any email or posting;
- (i) violate or attempt to violate the security of the Site (including without limitation, accessing user accounts, servers or data without authorization, probing or testing the vulnerability of the Site's authentication measures, security or system infrastructure without proper authorization, or otherwise interfere with service to any user, host or network); or
- (j) otherwise invade the privacy of, obtain the identity of, or obtain any personal information about any user of the Site.

The prior written permission of Motive Partners is required for any commercial use of materials on the Site. Tampering with any portion of the Site, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Site, whether or not through the use of agents, are prohibited and constitute a breach of these Terms of Use. Any violations of system or network security may result in civil or criminal liability under applicable law. Motive Partners may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. Motive Partners may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Site if it believes that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

Intellectual Property. All content included on the Site, such as text, images, graphics, logos, articles and other materials, is the property of Motive Partners or others, as applicable, and is protected by United States and international copyright and other laws. All trademarks and logos displayed on the Site are the property of their respective owners, who may or may not be affiliated with Motive Partners. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any content or trademark displayed on the Site without the express written permission of Motive Partners or such other third party that may own the content or trademark displayed on the Site. Nothing in these Terms of Use shall constitute a waiver of any trademark or other intellectual property rights concerning name, logo or trademark. You may download or copy content on the Site only to the extent such download is expressly permitted in writing on the Site. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Site, any content thereof, or any related software.

<u>Confidentiality</u>. All information available through any restricted or password-protected area of the Site is confidential and proprietary to Motive Partners. You will keep such information strictly confidential and will not disclose it to any person or use it for any purpose other than as expressly permitted by Motive Partners. Any communication or content that you send to the Site (other than personal data submitted in accordance with our Privacy Notice) is and will be treated as non-

confidential and non-proprietary, and Motive Partners may use, modify, reproduce and distribute such material for any lawful purpose without compensation to you.

Third Party Content and Linked Sites. References on this Site to any names, marks, products or services of third parties who may or may not be affiliated with Motive Partners, or hypertext links to third-party sites or information or content provided by third parties, are provided solely as a convenience to you and do not in any way constitute or imply Motive Partners' endorsement, sponsorship, referral or recommendation of the third party, its information, materials or services. Motive Partners is not responsible for the practices or policies of such third parties, nor the content of any third-party sites, and does not make any representations or warranties regarding third-party materials or services, or the content or accuracy of any material on such third-party sites. Motive Partners does not independently verify or monitor the content of third-party sites and accepts no liability for them. If you decide to link to any such third-party sites, you do so entirely at your own risk. You are advised to review the terms of use and privacy policies of any website that you visit.

Password and Security Notification. Certain areas of the Site are password-protected. You may not attempt to access any password-protected areas of the Site without authorization. If you have been issued a password for the Site, you agree that Motive Partners has granted you limited access to specific files relevant to you, and you agree not to attempt to access other files. All information that Motive Partners provides to Site users supplying a password is confidential and intended solely for the information of its intended recipient and/or such recipient's financial, legal or tax advisors provided that such advisors agree to maintain its confidentiality. You are solely responsible for maintaining the confidentiality of your passwords, account information, user names and/or security questions and answers for the Site (collectively, "Account Credentials"), and for logging off any protected areas of the Site when you finish a session. Accordingly, you should protect the confidentiality of your password, and notify Motive Partners immediately if you become aware of any unauthorised access, use, or disclosure of your Account Credentials. If you share your Account Credentials with a third party, you assume all responsibility for all such third party's activity related to the Site.

Blog Posts. The views expressed in any blog post are solely the personal views of such author and do not necessarily reflect the views of Motive Partners. Neither Motive Partners nor the author guarantees the accuracy, adequacy or completeness of information provided in any blog post. No representation or warranty, express or implied, is made or given by or on behalf of Motive Partners, the author or any other person as to the accuracy, completeness, timeliness, or fairness of the information contained in any blog post and no responsibility or liability is accepted for any such information. Nothing contained in any blog post constitutes investment, regulatory, legal, compliance or tax or other advice nor is it to be relied on in making an investment decision. Blog posts should not be viewed as current or past recommendations or solicitations of an offer to buy or sell any securities or to adopt any investment strategy. The blog posts may contain projections or other forward-looking statements, which are based on certain beliefs, assumptions and expectations that may change as a result of many possible events or factors. If a change occurs, actual results may vary materially from those expressed in the forward-looking statements. All forward-looking statements speak only as of the date of publication, and neither Motive Partners nor the author assumes any duty to update such statements, except as required by applicable law or regulation. To the extent that any documents, presentations or other materials produced, published or otherwise distributed by Motive Partners are referenced in any blog post, such materials should be read with careful attention to any disclaimers provided therein.

Social Media Channels. The content on Motive Partners' social media channels, including Twitter, Instagram, LinkedIn, YouTube and Facebook, is provided for general information purposes only. It does not constitute an offer to sell any securities or the solicitation of an offer to purchase any securities. Motive Partners does not warrant the accuracy, completeness or usefulness of the information available on its social media channels. Motive Partners does not control and is not responsible for any third-party content on such channels or on other third-party sites that may be linked to by such channels. Such third-party content or sites do not necessarily reflect the view of Motive Partners or its personnel. Motive Partners is not responsible for the consequences of your use of such channels or such third-party content or sites, or for any third party's policies or practices regarding security, privacy, use or other matters.

<u>Privacy</u>. The collection and use of personal data through the Site is governed by our Website Privacy Notice, which explains your rights under applicable data protection laws (including the UK GDPR, EU GDPR, and relevant U.S. privacy laws). Please refer to the Privacy Notice for further details.

<u>Cookies</u>. Use of cookies and similar technologies on the Site is governed by our separate Cookie Policy, which is made available together with the appropriate consent banner. Please review that policy for details about the types of cookies Motive Partners uses (if any), how they are deployed, and how you can manage your preferences.

Other Agreements. Nothing contained in these Terms of Use is intended to modify or amend any other written agreement you may have with us ("Other Agreements"), if any, which may currently be in effect. In the event of any inconsistency between these Terms of Use and any Other Agreements, the Other Agreements will govern.

<u>Governing Law</u>. You agree that your use of the Site and any disputes relating to it shall be governed by the laws of the State of New York, without giving effect to its conflict of laws principles, except that mandatory consumer protection laws of your country of residence (if applicable) will continue to apply.

<u>Non-Waiver</u>. The failure of Motive Partners to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and will not limit Motive Partners' rights with respect to such breach or any subsequent breaches.

MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THE PARTIES AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING IN ANY WAY TO THE TERMS OF USE OR YOUR USE OF THE SITE WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AS SET FORTH BELOW, RATHER THAN IN COURT. BY AGREEING TO ARBITRATION, THE PARTIES AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT YOU AND MOTIVE PARTNERS MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS PROCEEDING.

<u>Arbitration</u>. By using the Site, you agree that any disputes arising from the use of the Site, related services or these Terms of Use concerning or, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, are subject to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association ("AAA"), by one arbitrator appointed in accordance with the said rules. Notwithstanding the AAA rules, however, such proceeding shall be governed by the laws of the State of New York, without giving effect to its conflict of laws principles. Notwithstanding the

foregoing, nothing in this section limits any rights you may have under applicable law that cannot be waived.

International Use. The Site is operated and controlled by us in the United States. Despite the global nature of the Internet, Motive Partners makes no claims that the Site or its content are appropriate or may be viewed or used in every jurisdiction worldwide. Access to the Site from countries or territories where such access is illegal is prohibited. Motive Partners makes no representations that the transactions, products or services discussed on or accessible through the Site are available or appropriate for sale or use in all jurisdictions or by all users. Those who access the Site from outside the United States do soon their own initiative and are responsible for compliance with local laws, rules and regulations.

DISCLAIMER. ALL INFORMATION AND MATERIALS AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED AS IS AND AS AVAILABLE, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, MOTIVE PARTNERS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, OR WARRANTIES AS TO ACCURACY, COMPLETENESS, OR FREEDOM FROM ERRORS OR VIRUSES. NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS ANY WARRANTY OR LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability. By using the Site, you acknowledge and agree:

- (a) that your use of the Site is at your sole risk;
- (b) that you assume full responsibility for all costs associated with your use of the Site;
- (c) to indemnify Motive Partners and its officers, directors, managers, partners, members, shareholders, employees, consultants, advisors and agents (collectively, the "Related Persons") from and against any and all claims, losses, liability, costs and expenses (including, but not limited, to attorneys' fees), arising from your use of the Site or related services or from your violation of these Terms of Use; and
- (d) that Motive Partners and its Related Persons shall not be liable for any damages, losses or liabilities of any kind related to your use of or inability to use the Site, including without limitation, direct, indirect, incidental, special, punitive, compensatory or consequential damages, lost profits and/or loss of or damage to property whether the alleged liability is based on contract, tort, negligence strict liability, or any other basis, even if Motive Partners has been advised of the possibility of such damages.

Without limiting the foregoing, Motive Partners and its Related Persons shall not be responsible or liable for any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, system failure or other malfunction, or for any reliance placed on information available through the Site.

Motive Partners reserves the right to alter or remove the content of the Site or suspend or terminate your use in any way, at any time, for any reason, without prior notification, and will not be liable in any way for possible consequences of such changes.

Nothing in these Terms of Use excludes or limits any liability that cannot be excluded or limited under applicable law.

<u>Injunctive Relief.</u> You acknowledge that a violation or attempted violation of any of these Terms of Use may cause irreparable damage to Motive Partners, the exact amount of which would be

difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Motive Partners will be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these Terms of Use by you, or your affiliates, partners, employees, representatives, or agents, as well as recover from you any and all costs and expenses sustained or incurred by Motive Partners in obtaining such an injunction, including, without limitation, attorney's fees. Nothing in this section limits Motive Partners' ability to pursue any other remedies available under applicable law.

<u>Severability</u>. These Terms of Use are severable any provision is determined to be unenforceable or invalid, such provision shall be enforced to the maximum extent permitted by applicable law. Such a determination will not affect the validity and enforceability of any other remaining provisions.

<u>Contact Information</u>. For any questions regarding these Terms of Use, please contact Motive Partners at <u>compliance@motivepartners.com</u>.