

MINORITY BUSINESS ENTERPRISE ("MBE") SUBSCRIPTION AGREEMENT

(Diamond Tier Client)

This MINORITY BUSINESS ENTERPRISE SUBSCRIPTION AGREEMENT (this "**Agreement**") is made by and between the business owner accepting this Agreement by clicking the appropriate check-box on the One Bridge online portal and the business entity he/she represents ("**MBE Diamond Client**"), with its principal place of business as captured as part of the electronic sign-up process on the One Bridge online portal, and One Stone Bridge LLC ("**Referral Partner**"), a subsidiary of One Stone Capital US LLC ("**OSCUS**"), with its principal place of business at 75 State Street, Suite 100, Boston MA, 02109, (each a "**Party**," and collectively, the "**Parties**"), effective as of the date on which this Agreement is accepted by the MBE Diamond Client by clicking the appropriate check box on the One Bridge portal (the "Effective Date").

Recitals.

- R.1. MBE Diamond Client is seeking debt and/or equity capital funding.
- R.2. Referral Partner, a wholly owned subsidiary of OSCUS owns a fintech platform ("**One Bridge**") designed to connect US Minority-Owned Business Enterprises ("**MBEs**") and Small Medium Enterprises ("**SMEs**") with financial institutions and other investors for the purpose of securing debt and equity financing. Referral Partner also performs other services in the furtherance of the origination of loans and investment opportunities.
- R.3. MBE Diamond Client desires to engage Referral Partner to provide certain services, and Referral Partner desires to provide certain services, as described more fully below.

For the purposes of interpretation, this agreement provided to the Company comprises the Salient Terms and the standard terms set out in Schedule 1 (Standard Terms), shall be referred to as this Mandate or this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Referral Partner, and MBE Diamond Client hereby agree as follows:

SCHEDULE 1 – STANDARD TERMS

1 Scope of Mandate

- 1.0 One Stone shall, subject to the exclusions set out in clause 6 of this Schedule 1, perform the following Services:

1.0.1 Assist the Client in achieving the funding, as contemplated by this agreement and schedules (the **Agreement**).

1.0.2 Attend by phone or video such meetings and prepare and/or review such internal and external documentation as required.

1.0.3 Assist the Client in developing a valuation and funding model for the Funding.

1.0.4 Assist the Client in formulating the structure of the Funding, taking into account The Client's requirements.

1.0.5 Comment on documentation and announcements prepared by the legal advisors as may be required.

1.0.6 Assist the Client to project manage the Funding, including input into preparing and controlling the Funding timetable.

1.0.7 Provide the Client with corporate advisory services and consultation necessary to set up the Client's business.

1.1 In order to be able to complete the Services within the agreed timeframe and budget and to fulfil its responsibilities on a timely basis, One Stone will rely on the Client's timely cooperation, including making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying One Stone of any issues or concerns the Company may have relating to the Services. During the course of the Services, priorities may shift, or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and mutually agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

2 Representation

2.0 The Client will appoint one or more persons to liaise with and instruct One Stone in relation to matters concerning the Funding and all that is ancillary thereto (**Representative(s)**). The Client may by written notice to One Stone replace any Representative so appointed by it.

2.1 One Stone shall be entitled to assume that each Representative (but no other party on behalf of the Company) will have all authority to act for the Company and all things done or ratified by the Representative(s) in connection with the Funding will be binding on The Client.

3 Fees

3.0 The following fees will be payable by the Client to One Stone:

3.0.1 A monthly subscription fee of \$500 (Five Hundred Dollars Only), payable for a minimum of 12 months by the MBE Diamond Client to One Stone in respect of the latter performing the obligations as set out in this Mandate (**Subscription Fee**).

3.0.2 Success-based fees for Funding and Advisory services, calculated as follows:

3.0.2.1 One percent (1.00%) of all capital raised, whether debt, equity or mezzanine (**Capital Raising Fee**), executed on behalf of the Client.

3.1 All accrued and unpaid fees (including third party fees) or fees not reimbursed, costs and expenses incurred in connection with services rendered under this Agreement shall be paid within 30 days of date of invoice.

3.2 Should any invoice remain unpaid for more than 30 days after receipt, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 31st day after receipt of the invoice until the date of payment.

4 Conditions

4.0 One Stone will use reasonable endeavours to assist The Client in the Funding by the provision of the services listed in clause 1 and the related sub-clauses of this Schedule 1, but One Stone gives no undertakings or guarantee as to the success thereof.

4.1 One Stone will not give any undertakings on behalf of The Client unless authorised to do so. The decision as to whether to proceed with the Funding is the exclusive responsibility of the Company.

4.2 One Stone is acting solely as an arm's length contractual counterparty and not as legal, regulatory or tax advisor, unless it has specifically agreed to act in writing.

4.3 This Mandate is limited to the tasks set out in clause 1 and to those ancillary matters, as may be determined by One Stone, necessary to give effect thereto.

4.4 The Client acknowledges that One Stone has been retained hereunder solely in accordance with the terms of this Agreement and not as an advisor to or agent of any other person, and that the Company's engagement of One Stone is as an independent contractor and not in any other capacity, including as a fiduciary. Neither this Agreement nor One Stone's performance hereunder nor any previous or existing relationship between the Company and One Stone will be deemed to create any fiduciary relationship.

4.5 Neither this Agreement nor the receipt by One Stone of confidential information nor any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict One Stone from acting on behalf of other customers or for its/ their own account. However, consistent with the One Stone's long-standing policy to hold in confidence the affairs of its customers, it would not use confidential information obtained from the Company except in connection with its services to, and its relationship with, The Client. One Stone has policies and procedures to identify, consider and manage potential conflicts of interest and protect the integrity of its relationships with its Clients and One Stone agrees that its personnel will comply with such policies and procedures and may not do anything directly or indirectly that is prohibited thereunder.

5 Undertakings

The Company undertakes, warrants, and represent that it will:

- 5.0 Prior to entering into the Funding, ensure that it fully understands the potential risks and rewards and should independently determine whether or not the Funding is suitable and appropriate for objectives, experience, financial and operational resources, and other relevant circumstances.
- 5.1 Promptly make full and complete disclosure of all information in existence, or of which it is aware or becomes aware, that is relevant to this Mandate.
- 5.2 Obtain all agreements, documents and other approvals, and provide One Stone with all information that may be required or supportive to carry out this Mandate; and
- 5.3 Assume responsibility and liability for the accuracy and completeness of all information provided and all representations made by it to One Stone in respect of the Funding.

6 Advice specifically excluded.

- 6.0 It is specifically recorded that One Stone is not appointed as the accounting, taxation, or legal advisor of The Client and accordingly One Stone does not take any responsibility in respect of such issues. We will however assist The Client in respect of briefing such advisors, as elected by them, in respect of the Funding.
- 6.1 One Stone does not provide tax advice. Any tax commentary or workings in documentation presented to The Client are based upon our interpretation and understanding of current and applicable taxation laws. As the legislation or interpretation thereof is subject to change occasioned by amendments and court decisions, we recommend that the Company consult with their own independent tax advisors in this regard.

7 Indemnification

- 7.0 Each party hereby agrees to indemnify and hold harmless the other against any damages, cost, or expense, including reasonable attorney's fees, due to any claim by any third party arising out of any breach by the indemnifying party of any term, representation, or warranty of this Agreement, or any negligent or wrongful act by the indemnifying party. The indemnifying party shall be given prompt notice of any such claim and shall have the opportunity to defend the claim.
- 7.1 Nothing in the materials constitutes or shall be construed as investment advice or a recommendation to proceed or not to proceed with any proposed investment, acquisition, sale, or transaction.

8 Information

- 8.0 Documents or information that One Stone may prepare or supply in the context of the Funding may be based on information provided by The Client, and/or other sources as approved by The Client or obtained *via* public sources of information. One Stone will under no circumstances be held responsible for any possible inaccuracies in the information so provided and/or obtained. If any significant inaccuracies or omissions in the information supplied to and/or obtained by One Stone come to The Client attention, then The Client shall inform One Stone of the inaccuracies. One Stone will at all times be entitled to rely on the accuracy of the information furnished to it by The Client.
- 8.1 The deliverables are provided 'as is', without any express or implied warranty. The Company acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the deliverables are dependent upon the accuracy of the information processed thereby (including as provided by the Company), as well as upon the Company's proper use of the deliverables. The Company is responsible for final validation and final implementation of the deliverables. One Stone is not liable for modifications made to deliverables by anyone other than One Stone personnel.
- 8.2 The Client undertakes to provide One Stone with any information it possesses that may reasonably be required by One Stone to carry out its Mandate successfully. One Stone undertakes to keep The Client informed of any developments relating to the performance of its obligations under this Mandate.

9 Confidentiality

9.0 Any information which is marked as confidential or in respect of which One Stone has been advised that such is confidential, obtained by One Stone from The Client under this Mandate, shall be treated as confidential and shall not be divulged or permitted to be divulged to any person other than The Client or any employee of One Stone Group who requires the information for purposes of the Funding, without the prior consent of The Client, save that:

9.0.1 Any information which is already in the public domain, other than by a breach by One Stone of the provisions of this clause 9.0 of this Schedule 1, need not be treated as confidential.

9.0.2 Any information which is required to be furnished by law, by existing contract or by any stock exchange on which the shares of One Stone Group Limited or the Company are listed may be so furnished.

9.0.3 Any such information may be used by One Stone in order to enforce any of its rights under this Agreement.

9.0.4 No Party shall use, without the prior written consent of the other, any portion of the other's Confidential Information for any purpose other than the services in this agreement. Each Party also hereby agrees that neither he/she, nor any associates or persons, natural or juristic that is connected to that Party, may compete against or circumvent the other Party or its associates, using the confidential information disclosed, or the knowledge of the facts thereof. The Parties to this Agreement agree not to: (a) trade directly or indirectly based on any Confidential Information; (b) use the Confidential Information to form a specific recommendation about whether to invest in any fund or any other security; and (c) use or disclose any of the Confidential Information in any other manner whatsoever, except in pursuit of the services covered by this Agreement, and shall hold and maintain any confidential information in strictest confidence. Each Party agrees to notify the other respective Party promptly, with confirmation in writing, if it discovers or reasonably suspects that any confidential information has been or may be inappropriately used, compromised or disclosed to an unauthorized party. This paragraph shall continue to apply for 3 years from the date of signing this Agreement, regardless of the date of termination of this Agreement, provided that such time will be at least 18 months from the date of such termination, if applicable.

10 Privacy Consent

10.0 The Client hereby consents to the processing of its personal information by One Stone for purposes of enabling One Stone to provide advisory services. The consent is granted with the understanding that One Stone will

treat this information with confidentiality and will not process it in a manner which infringes on its privacy rights. The Client understands that One Stone may need to send such personal information to third party service providers to enable it to provide the intended service and agrees that One Stone may send such personal information to the third-party service providers for the stated purpose. The Client further agrees that One Stone can send its personal information to other countries, as part of its financial and/ or advisory services offering, by electronic or other means.

- 10.1 If One Stone processes data as part of the Services and on behalf of the Company which relates to an identified or identifiable person (“personal data”), One Stone shall (i) only process such personal data as otherwise authorized in writing by the Client, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data, (iii) promptly notify the Company of any incident in which the confidentiality, integrity or security of the personal data has been compromised, and (iv) collaborate with the Company as required by applicable law or the Company’s request to document the personal data, data subjects and processing activities related to the Services

11 Intellectual Property

- 11.0 Upon payment in full of One Stone’s fees, the Company will own all copyright and proprietary rights existing now or in the future in all documents and other materials as well as in any idea, method, design, concept or other work (**the Works**), reports and other deliverables prepared for and furnished to the Company by One Stone in connection with the Services.
- 11.1 The Client agrees that if this Mandate is terminated prior to the successful conclusion and implementation of the Funding, it shall not be entitled to use any part of the Works unless the fees and expenses of One Stone under this Agreement (whether or not based upon the successful conclusion and implementation of the Funding) have first been paid in full. Except as is necessarily required to be disclosed for the purposes of the successful conclusion and implementation of the Funding, the Works shall be deemed to be confidential information which The Client undertakes not to disclose to any person without the prior written consent of One Stone.
- 11.2 One Stone may, upon conclusion of the Funding publish announcements in newspapers, or other publications, describing this Mandate, provided that the content of such shall be authorised by The Client on the basis that The Client shall not unreasonably withhold its consent.

12 Term and Termination

12.0 This agreement takes effect on the date the Services commenced and shall continue until terminated in accordance with its terms. Either party may terminate the Services at any time effective upon written notice to the other and, in the event of such termination, the Company will pay One Stone's fees and expenses up to the effective date of termination.

13 Breach

13.0 If any party breaches any material provision or term of this Mandate and fails to remedy such breach within thirty days of receipt of written notice requiring it to do so, then the aggrieved party shall be entitled without further notice to terminate this Agreement, and without prejudice to any other remedy available to it at law or under this Mandate, including obtaining an interdict or to claim specific performance of any obligation, in either event without prejudice to the aggrieved party's right to claim damages.

13.1 Recipient agrees that in the event of any breach or threatened breach by Recipient, One Stone may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.

14 Whole agreement no amendment

14.0 This Mandate constitutes the whole agreement between the parties relating to the subject matter hereof. Except as specifically permitted by this Mandate, no amendment or consensual cancellation of this Mandate and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Mandate shall be binding unless recorded in a written document signed by the parties.

14.1 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate so as to preclude such party from thereafter exercising its rights strictly in accordance with this Agreement.

15 Jurisdiction

15.0 This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Delaware and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

16 Arbitration

16.0 Any dispute, controversy or claim arising out of or in connection with, or relating to, this agreement, the Proposals, and/or the Services provided by One Stone to the Company, or the breach, termination or validity of this agreement or such Proposals, shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association (the "AAA") in effect at the time of the arbitration, except as such rules may be modified by mutual agreement of the parties. The applicable rules shall be the Commercial Rules in the event of a domestic dispute and the International Rules in the event of an international dispute, and any disagreement as to the applicable rules shall be resolved by the arbitrator appointed as described below. The seat of the arbitration shall be New York, New York, and the arbitration shall be conducted in English. The arbitration shall be conducted by one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after the filing of the Request for Arbitration, then either party may request the AAA to appoint the arbitrator. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, the AAA, the parties, their counsel and any person necessary for the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. Either party may, without inconsistency with this Section 17, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the State and federal courts located in the borough of Manhattan, New York City, New York.

17 Domicilium and notices

The parties choose *domicilium citandi et executandi* for all purposes relating to this Mandate, including the giving of any notice, the payment of any sum, the serving of any process, as follows:

17.0 The Client: [As submitted electronically on the One Bridge platform].

17.1 One Stone:

Physical address: One Stone Capital, 75 State Street, Suite 100 Boston, MA 02109

Attention: Head: Tendai Musikavanhu, CEO