

## KHP Website Terms of Use

***Last Updated: December 2024***

We (the affiliated entities commonly referred to as “KHP”) appreciate your interest in us and your visit to our website (the “Site”) owned and operated by KHP. These Terms of Use (“Terms”) set forth the basic terms and conditions that govern your visit to and use of the Site.

By using the Site, you agree to be bound by these Terms and all disclaimers and terms and conditions that appear on the Site now or in the future. These Terms may be updated by us at any time. Your continued use of the Site after any such modifications constitutes your acceptance of the modified terms and conditions. If you do not agree to receive these legal notices and to abide by these Terms for any reason you agree that your sole and exclusive remedy is to discontinue using the Site.

Nothing contained in these Terms 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 and any Other Agreements, the Other Agreements will govern.

Your compliance with these Terms and all Other Agreements is a condition to your right to access the Site. KHP has the right, but not the obligation, to monitor use of the Site. We may report any activity relating to this Site to regulators, law enforcement officials, or other persons or entities that we deem appropriate. KHP may investigate any complaint or reported violation of these Terms and take any action that it deems appropriate. In order to cooperate with governmental requests, to protect KHP’s systems or to ensure the integrity and operation of KHP’s business, KHP may access and disclose any information it considers necessary or appropriate, including, without limitation, user contact details, Internet Protocol addressing and traffic information, usage history and posted content. Your breach of any provision of these Terms or Other Agreements will automatically, without the requirement of notice of other action, revoke and terminate your right to access the Site and you will be fully liable for conversion, misappropriation, trespass to chattels, and all other claims and causes, regardless of the identity of the claimant or injured party, arising from or relating to your continued use of the Site after such breach.

### ***Privacy***

Your privacy is very important to us. Accordingly, we have developed this Website Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy. Before or at the time of collecting personal information, we will identify the purposes for which information is being collected. We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law. We will only retain personal information as long as necessary for the fulfillment of those purposes. We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned. Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date. We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification. We will make readily available to customers information about our policies and practices relating to the management of personal information. We may collect this information through “cookie” technology. Cookies are bits of text that can be placed on your computer’s hard drive when you visit certain web sites. For more information on the types of Cookies used on the Site and how to disable Cookies, please review our [Cookies Policy](#). Your use of the Site indicates your consent to the data practices stated in our Website Privacy Policy and our Cookies Policy.

**No Offer or Advice**

You acknowledge 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 promise to undertake or solicit business and is not intended to offer KHP's investment advisory services with regards to securities and may 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 final 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. While we make reasonable efforts to provide accurate information, we undertake no obligation to update or correct the Site even if we are aware that it is inaccurate, outdated or otherwise inappropriate, whether as a result of new information, future developments or otherwise. While we believe that the information on the Site is reliable, we make no representations that any information provided via the Site is accurate, current, or complete. You are solely responsible for evaluating the risks and merits regarding the use of the Site and any services provided herein.

We are not utilizing the Site to provide investment or other advice, and nothing on the Site is to be deemed a recommendation that you buy, sell or hold any security or other investment or that you pursue any investment style or strategy. Nothing contained on the Site constitutes investment, accounting, tax or legal advice. If you would like investment, accounting, tax or legal advice, you should consult with your own advisors with respect to your individual circumstances and needs. KHP will not treat users of the Site as its clients by virtue of their accessing the Site. Decisions based on use of the Site are the sole responsibility of the user, and you agree that KHP is not liable for any action you take or decision you make in reliance thereon.

**Past Performance**

Any performance data or comments expressed on the Site are an indication of past performance. Investments described or referred to on the Site are included solely as examples of KHP investments and are for illustrative purposes only. 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.

**Forward-Looking Statements**

The contents of the Site may contain forward-looking statements, as defined by the Private Securities Litigation Reform Act of 1995 or within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements are based on management's beliefs, assumptions, current expectations, estimates, and projections about the financial industry, the economy, KHP itself or its investments. 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, KHP undertakes no obligation to update, amend or clarify forward-looking statements, whether as a result of new information, future events or otherwise.

**Site Contents**

All content included on the Site, such as text, images, graphics, logos, articles and other materials, is the property of KHP or others 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 KHP. 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 written permission of KHP or such other third party that may own the content or trademark displayed on the Site. Nothing in these Terms shall constitute a waiver of any trademark or other intellectual property rights concerning name, logo or trademark. Please be advised that KHP may enforce its intellectual property rights to the fullest extent by law.

### ***Restrictions on Use***

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 KHP. You agree not to: (a) “flood,” “spam,” “mailbomb” or overload the Site or otherwise take any action that may result in damage, impairment or overload of the Site’s infrastructure; (b) use any device, software or routine to attempt to interfere with the Site’s functionality or appearance; (c) data mine, data scrape or otherwise 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, the Website Privacy Policy or applicable laws or regulations; (g) use any hidden text or metatags using “KHP” or any of our trademarks, service marks or names without our prior written consent or (h) 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). Our prior permission is required for (i) any commercial use of materials on the Site; (ii) making more than minimal copies of Site materials; and (iii) copying large portions of our Site, such as by bots, robots or spiders that “harvest” the Site. If you seek permission for such use of our Site, please contact us at [support@khpcp.com](mailto:support@khpcp.com). Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

The permission to use the Site granted by these Terms automatically terminates if you breach any of the terms and conditions contained herein.

### ***Notification to KHP***

If you believe that anything posted on the Site infringes any intellectual property right that you own or control, please provide KHP with the following written information:

1. Name, address, telephone number, email address and physical or electronic signature of the rights holder, or someone authorized to act on the rights holder’s behalf;
2. A description of the intellectual property that you claim has been infringed upon;
3. A description of where the material that you claim is infringing is located on the Site, with enough detail that KHP may find it;
4. A written statement that you have a good faith belief that the disputed use is not authorized by the rights holder, its agent or the law; and
5. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the rights holder or authorized to act on the rights holder’s behalf.

KHP’s agent for notice of claims of intellectual property right infringement on the Site can be reached

101 California Street  
Suite 980  
San Francisco  
California 94111

by e-mail at [support@khpcp.com](mailto:support@khpcp.com)

### **Select Portfolio Investments**

Articles accessible through the Site (the “Articles”) may contain descriptions and analysis for select KHP advisers’ portfolio investments, and do not contain analysis for all KHP portfolio investments. No assumptions should be made that these investments were or will be profitable. Not all KHP portfolio investments had or have the characteristics, prospects, performance or projected successes highlighted in the Articles. Past performance should not be relied upon as an indication of future results.

### **Source of Information**

Certain information contained in the Articles was obtained from published and nonpublished sources, including from companies and projects in which funds we advise have invested. Such information may not have been, and in many cases, has not been, independently verified by KHP and KHP does not assume responsibility for the accuracy of such information (or for updating the Articles based on facts learned following its publication). The analyses contained in the Articles represent the respective author’s opinion on the date of the Article’s publication and these assessments were not independently verified.

### **Modifications to Content**

We may, at our discretion, modify or discontinue any of the content of the Site, or any portion thereof, with or without notice. For this reason, each time you use the Site, you should visit and review the then-current Terms that apply to your use of the Site.

### **Links to or from Other Websites**

The Site may contain links to, or may be linked from, other sites that are not maintained by us and to which we have not provided permission. We do not endorse, have any responsibility for, or make any representations about, any other sites, including their products and services, content, communications and website use policies. KHP has neither reviewed the contents of these third-party websites nor does KHP claim any responsibility for the content or suitability of these third-party websites and KHP makes no express or implied warranty about the accuracy, copyright compliance, legality, merchantability or any other aspect of the content of such links. You acknowledge that such content is the sole responsibility of the third-party person or organization that created it and we assume no responsibility for any third-party content or information. The use of third-party websites is entirely at your own risk. We expressly disclaim any responsibility for your access to or use of such other sites. By accessing these links, you acknowledge that such other sites or locations are not under the control of KHP and you agree that KHP shall not be responsible for any information or additional links found at such site or location, or for your use of such information. These Terms do not govern your use of any site or service other than the Site. You should review applicable terms and policies of any linked third-party content, information or websites. KHP DISCLAIMS RESPONSIBILITY FOR THE PRIVACY POLICIES AND CUSTOMER INFORMATION PRACTICES OF THIRD-PARTY INTERNET WEBSITES HYPERLINKED FROM THE SITE.

### **KHP Social Media**

The information on <https://www.linkedin.com/company/khp-capital-partners> and any other pages that KHP may create from time to time, is for informational purposes only. Nothing on or within these pages constitutes an offer to sell, or a solicitation of an offer to buy, any security or product of KHP or any KHP-managed fund. KHP is not responsible for any content posted by third parties on these pages.

### **Confidentiality**

All information available through the restricted area of the Site is confidential and proprietary to us. This includes all investment information and results, offering materials, financial statements and other information provided through this part of the Site.

You will use your best efforts to keep all this information strictly confidential. You 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.

### ***Login I.D. and Passwords***

Access to specific areas of the Site may require the use of a Login I.D. and associated password (the “LP Site”). If you have a Login I.D. and password, you are responsible for the activities which occur in connection with their use and are to take steps to protect them from misuse. Accordingly, you agree to take all reasonable steps to protect the confidentiality of your password and not to allow any other person to use your password or gain access to the LP Site. If you become aware of any unauthorized use of, loss or theft of your Login I.D. or password, you shall ***immediately*** inform KHP at [investor.services@khpcp.com](mailto:investor.services@khpcp.com). KHP will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of the Terms. If you have not received a password to access the LP Site, you agree not to attempt to access files in the LP Site.

### ***Accessibility***

KHP strives to provide individuals with disabilities with equal access to its programs and activities, including through an accessible website. If you have questions, comments, or encounter any difficulty in using the Site, please contact us at [support@khpcp.com](mailto:support@khpcp.com).

### ***Disclaimer***

THE SITE, ALL INFORMATION AND MATERIALS AVAILABLE ON OR THROUGH THE SITE AND ALL SERVICES OFFERED IN CONNECTION WITH THE SITE ARE PROVIDED AS IS; AS AVAILABLE AND WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, KHP 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.

### ***Limitation of Liability***

BY USING THE SITE, YOU ACKNOWLEDGE: (1) THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK; (2) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH YOUR USE OF THE SITE; AND (3) THAT KHP 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 KHP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KHP BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES, IN CONNECTION WITH YOUR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS, PRODUCTS OR SERVICES ON THE SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE OR OTHER COMPUTER MALFUNCTION EVEN IF KHP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. NEITHER KHP NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE THE SITE, OR ANY ERRORS OR OMISSION IN THE CONTENT THEREOF. THIS LIMITATION INCLUDES DAMAGES TO, OR FOR ANY VIRUSES THAT INFECT YOUR COMPUTER EQUIPMENT. KHP 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.

### ***Indemnity***

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless KHP, its members, licensors, officers, directors, employees, agents, trustees, subsidiaries, parent companies and affiliates (the “Indemnitees”) from and against all third party complaints, charges, claims, losses, expenses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) due to, arising out of, or relating in any way to: (1) your access to or use of the Site and (2) your breach of this Terms, in each case unless caused by such Indemnitee’s misrepresentation, gross negligence, willful misconduct or fraud.

### ***Governing Law***

You agree that your use of the Site and any disputes relating to any of them shall be governed in all respects by the laws of the State of California, without giving effect to its conflict of laws principles. The failure of KHP to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit KHP’s rights with respect to such breach or any subsequent breaches.

### ***Class Action Waiver***

You agree that if any dispute should arise between you and KHP, you will bring your claim on an individual basis and waive your right to pursue any claim in a class action.

### ***Arbitration Agreement***

You and KHP mutually agree that any dispute of any kind arising out of the Terms, our Website Privacy Policy, or your use of the Site will be resolved through binding arbitration pursuant to the American Arbitration Association (“AAA”) in accordance with AAA Commercial Arbitration Rules ([www.adr.org/commercial](http://www.adr.org/commercial)) and Supplementary Procedures for Consumer-Related Disputes ([www.adr.org/consumer](http://www.adr.org/consumer)). Any claim must be brought on an individual basis and seek no class relief. This section shall also be construed as a written agreement to arbitrate a dispute of any kind between you and KHP that may arise out of the Terms, our Website Privacy Policy, or through the use of the Site. You agree with us that this section satisfies the writing requirement of the Federal Arbitration Act. The hearing shall be conducted in the county of your residence. For any claim in which you seek US \$10,000.00 or less, you shall have the choice as to whether the hearing is conducted in person, by telephone, or instead the arbitrator decides the dispute without a hearing. For those claims that the arbitrator determines are not frivolous, KHP will pay the costs and fees of the arbitration and the arbitrator and will not seek reimbursement from you. This section shall not apply to disputes that are not arbitrable by law.

### ***Severability***

If any provision of these Terms is found to be invalid, void, or for any reason unenforceable, it will be construed in such a manner that would make the provision valid or enforceable. If it is not possible to construe the provision in such a manner that would make it valid or enforceable, then only the term or portion of the provision that renders it unenforceable will be stricken without affecting the enforceability of the remaining provisions.

### ***Complete Agreement***

These Terms and our Website Privacy Policy constitute the entire agreement between you and KHP relating to the public facing elements of the Site and your use of these portions of the Site, and supersede any prior agreements or understandings not incorporated herein with regards to these portions. Certain restricted areas of the Site may require you to agree to supplemental terms and conditions. These Terms are not intended to modify or amend Other Agreements you may have with KHP regarding other matters.

***International Use***

The Site is operated and controlled by us in the United States. Due to the global nature of the Internet, the Site may be accessed by users in countries other than the United States. We make no warranties that materials on the Site are appropriate or available for use in such locations. If it is illegal or prohibited in your country of origin to access or use the Site, then you should not do so. Those who choose to access the Site outside the United States do so on their own initiative and are responsible for compliance with all local laws and regulations. You agree to comply with all local laws, rules and regulations including, without limitation, all laws, rules and regulations in effect in the country in which you reside and the country from which you access the Site. The information on the Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject KHP or its affiliates to any registration requirement within such jurisdiction or country. Any offer for any matter made on the Site is void where prohibited.

***Termination***

Notwithstanding anything in these Terms or on the Site, KHP reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent your future access to and use of the Site or any other site operated by KHP.

***Contact Information***

Thank you for visiting our Site. Please contact us at [support@khpcp.com](mailto:support@khpcp.com) if you have any questions about our Site or these Terms. Electronic mail or other communications through the Site to KHP (or any of its employees, agents or representatives) may not be secure and we do not guarantee the confidentiality of such communications.