

Daskapital

Fundamental
Investment
Information
Procedures
Policy



1. GENERAL PROVISIONS

This Fundamental Investment Information Procedures Policy (hereinafter the "Policy") aims to comply with the duties established in the legislation and regulations in force, namely in Regulation (EU) no.2020/1503, of October 7, 2020, on European providers of crowdfunding services to entities (hereinafter "Crowdfunding Regulation"), and Commission Delegated Regulation (EU) No. 2022/2019, of July 13, 2022, applicable to Daskapital.

Daskapital is active in crowdfunding, offering a range of services to its clients. As the managing entity of crowdfunding platforms, Daskapital is authorized and supervised by the Portuguese Stock Exchange Commision "Comissão de Mercado de Valores Mobiliários" (CMVM), under the terms of the Legal Framework approved by Law no. 102/2015, of 24 August.

Daskapital ensures that the legally required information is made available for the purposes of complying with its obligations to provide information to investors. In addition, Daskapital regularly tests and reviews the information provided to investors in order to ensure correct compliance with the legal obligations set out in this policy.

The purpose of this Policy is to regulate the procedures for verifying the completeness, veracity and clarity of the information contained in the Key Investment Information Sheet (KIIS) within the scope of Collaborative Financing. In this sense, it is intended to ensure that the interests of all parties involved in the process of collaborative financing of Beneficiaries through the Platform are safeguarded and that investments are made consciously and responsibly by Investors.

2. DEFINITIONS

- 2.1. Unless otherwise specified, for the purposes of this document, the terms and expressions identified below, when beginning with a capital letter, shall have the following meanings:
 - 2.1.1. **"Beneficiary"**, the same as Promoter;
 - 2.1.2. **"Client"** means the universe of Promoters and Investors as defined in this document.
 - 2.1.3. **"General Conditions"** means the General Conditions of the Daskapital Platform, acceptance of which is required in order to use it;
 - 2.1.4. **"Agreements"** means the loan agreements, service agreements, credit assignment agreements, general agreements, special conditions and other legal agreements entered into within the scope of Daskapital's operations and which govern the agreements between Beneficiaries and Investors and between the latter and Daskapital;
 - 2.1.5. **"Daskapital"**, means Das Kapital, Lda. private limited company, NIPC Nº 516 460 730, with share capital of 50.000.00 (fifty thousand euros) and headquartered at Rua do Pereiro, número 291, Ul, 3720-593 Oliveira de Azeméis, Portugal, responsible for managing Daskapital websites/platforms, or other entities with which it is in a control or group relationship, such as Daskapital - Crowdfunding S.A. and Daskapital España S.L.; in certain contexts, the same as Daskapital Website or Platform;
 - 2.1.6. **"Investor"** means the entity(ies) (individuals or natural persons, SMEs, Companies,



Sole Proprietorships, Associations, Public or Private Institutions, other Organizations or Legal Persons) who intend to make investments and who have created an account on the Daskapital Platform, having accepted its General Terms and Conditions and Privacy and Data Protection Policy;

- 2.1.7. **"Law"** means the laws and regulations in force applicable to European providers of crowdfunding services to entities;
- 2.1.8. **"Platform"** or **"Daskapital Platform"** means the information system based on the Internet and accessible to the public at www.daskapital.eu, to be operated or managed by Daskapital which, operating in accordance with EU regulations and other applicable legislation, allows Promoters to present Collaborative Financing Projects to obtain liquidity and financing from Investors;
- 2.1.9. **"Project"** means the business activity or activities for which a Project Promoter seeks funding through a collaborative financing offer;
- 2.1.10. **"Promoter"** means the entity(ies) (SMEs, Companies, Sole Proprietorships, Associations, Public or Private Institutions, other Organizations or Legal Persons, and, in some cases, individuals or natural persons) seeking financing or liquidity from Investors and who have created an account on the Daskapital Platform, having accepted its General Terms and Conditions and Privacy Policy;
- 2.1.11. **" Regulation 2020/1503 "**, means Regulation (EU) 2020/1503 of the European Parliament and of the Council of October 7, 2020 on European providers of crowdfunding services to entities, and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;
- 2.1.12. **"User"** means the same as Customer and also any person who visits Daskapital's websites/Platforms or interacts with Daskapital within the scope of its activity;
- 2.2. Other definitions used in this document shall be understood in accordance with the Laws of the Portuguese Republic.

3. COLLABORATIVE FINANCING PARTIES

As a general rule, the provision of crowdfunding services involves three types of parties: an intermediary organization, in the form of a crowdfunding service provider, in this case Daskapital; the Recipient of the funding; and the Investors, who fund the proposed project. The intermediary organization thus makes it possible to bring together both Beneficiaries and Investors via an online platform, with the aim of facilitating the financing of a project by raising capital from investors.

4. RELEVANT INFORMATION FOR INVESTORS

Daskapital provides the following relevant information to Investors and Beneficiaries on an ongoing basis:

- a) Information on prior registration with the CMVM for the purposes of carrying out the Collaborative Financing activity;
- b) Information on current offers, including identification of the beneficiary, type of collaborative financing, term, rate of return, total amount of the offer, percentage of the amount raised, risk band, additional guarantees provided, as well as other relevant information;



- c) Historical information on funded projects, including the number of projects, their amounts, average rate of return and deadlines, the type and status of projects;
- d) Price list for the services provided;
- e) General Terms and Conditions of Use
- f) Information on continuity mechanisms in the event of insolvency or suspension of the management entity's activity;
- g) Mandatory activity policies and procedures, namely the Privacy and Data Protection Policy, the Conflicts of Interest Identification and Management Policy, the Fundamental Investment Information Procedures Policy, the Money Laundering and Terrorist Financing Prevention Policy, and the Complaints Handling Policy.

5. KEY INFORMATION FOR CROWDFUNDING INVESTORS

Pursuant to Article 23(6) of the Crowdfunding Regulation and Commission Delegated Regulation (EU) No. 2022/2019 of July 13, 2022, the Key Investment Information Sheet (KIIIS) contains:

- 5.1. The following warning, inserted immediately below the title of the KIIIS:

"This crowdfunding offer has not been verified or approved by the Securities Market Commission or the European Securities Markets Authority (ESMA). The adequacy of your experience and knowledge has not necessarily been assessed before you were given access to this investment. By making this investment, you fully assume the risk inherent therein, including the risk of partial or total loss of the funds invested."

- 5.2. The following risk warning:

"Investing in this crowdfunding project carries risks, including the risk of partial or total loss of the funds invested. Your investment is not covered by the deposit guarantee schemes set up in accordance with Directive 2014/49/EU of the European Parliament and of the Council, nor is it covered by the investor compensation schemes set up in accordance with Directive 97/9/EU of the European Parliament and of the Council."

You may not receive any return on your investment.

This is not a savings product and we advise you not to invest more than 10% of your net worth in crowdfunding projects.

It may not be possible to sell the investment instruments when you want to. If it is possible to sell them, you may nevertheless suffer losses.

You may not receive any return on your investment.

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- 5.3. Information about the Collaborative Financing Project and the Beneficiary(ies):

- a) Identity, legal form, ownership, board members and contact details;
- b) Indication of all natural and legal persons responsible for the information provided in the key investment information sheet. In the case of natural persons, including members of the Beneficiary's administrative, management or supervisory bodies: indication of the



name of the natural person's function. In the case of legal persons: indication of the name and registered office:

- c) The following disclaimer:

"The Beneficiary declares that, to the best of its knowledge, no information has been omitted or is significantly misleading or inaccurate. The Beneficiary is responsible for drawing up this key investment information sheet."

- d) Main activities of the Beneficiary; products or services offered by the Beneficiary;
- e) Key annual financial data and ratios of the Beneficiary for the last three years, if available;
- f) Description of the collaborative financing project, including its objective and main characteristics;
- g) Minimum targeted amount of capital to be raised or loans to be taken out in each crowdfunding offer, and number of offers completed by the Beneficiary or Daskapital for the crowdfunding project in question;
- h) Deadline for reaching the target amount for raising capital or taking out loans;
- i) Information on the consequences of failing to reach the target amount for raising capital or taking out loans on time;

5.4. Information on risk factors

Presentation of the main risks associated with the financing of the collaborative financing project, the sector, the project, the Beneficiary, the securities, the instruments admitted for the purposes of collaborative financing or the loans, including, where appropriate, geographical risks.

5.5. Information on loans

- a) Nature, duration and conditions of the loan;
- b) Applicable interest rates or, where applicable, other forms of remuneration for the investor; Risk mitigation measures, including the existence of collateral providers or guarantors, or other types of guarantees;
- c) Capital repayment and interest payment plan;
- d) Information on non-compliance with credit agreements by the Beneficiary in the last five years;

5.6. Information on fees, obtaining information and appeals:

- a) Fees charged to the investor and costs incurred in relation to the investment, including administrative costs resulting from the sale of instruments admitted for the purposes of collaborative financing;
- b) Where and how to obtain additional information, free of charge, about the crowdfunding project, the Beneficiary and the parties involved;



- c) How and to whom the investor can address a complaint about the investment, the conduct of the Beneficiary or Daskapital.

6. OMISSION, ERROR OR INACCURACY IN THE KIIS

When an omission, error or inaccuracy is detected in the key information sheet on the investment that could have a significant impact on the expected return on the investment, Daskapital will report this omission, error or inaccuracy as soon as possible to the Beneficiary, who will complete or correct the information in question as soon as possible.

If the Beneficiary does not complete or correct the key information sheet on the investment as soon as possible, Daskapital will suspend the crowdfunding offer until the key information sheet on the investment has been completed or corrected, for a period not exceeding 30 days.

Daskapital immediately informs Investors who have submitted investment proposals or who have expressed an interest in the crowdfunding offer of the irregularities detected, of the measures taken and to be taken by the Beneficiary and of the possibility of revoking their investment proposals or their expressions of interest in the crowdfunding offer.

If, after 30 days, the key information sheet on the investment has not been completed or corrected to remedy irregularities, the crowdfunding offer will be canceled.

Last update: October 7th, 2024

