

SHILOH CAPITAL

PRIVATE INVESTMENT · STRATEGIC ADVISORY · M&A

GOVERNANCE & COMPLIANCE POLICY DOCUMENTATION

Website Terms of Use

The terms and conditions governing access to and use of the Shiloh Capital website, published for public review and prepared in accordance with the Electronic Communications and Transactions Act, the Protection of Personal Information Act, the Promotion of Access to Information Act, and the Consumer Protection Act of the Republic of South Africa.

DOCUMENT REFERENCE SC-WEB-TOU-001	VERSION 1.0 – June 2026	DOCUMENT OWNER Compliance Function & Office of the Information Officer	APPROVED BY Founding Directors
REVIEW FREQUENCY Annual	NEXT REVIEW DATE June 2027	FSP AUTHORITY FyreFem Fund Managers – FSP No. 49359	SUPERVISORY REGULATOR FSCA & Information Regulator (SA)

ECTA 25/2002	POPIA 4/2013	PAIA 2/2000	CPA 68/2008	FAIS 37/2002	COPYRIGHT ACT 98/1978
COMPANIES ACT 71/2008	KING V – PRINCIPLE 13	ISO 9001:2015			

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SECTION 01

Introduction & Acceptance of Terms

1.1 Introduction

These Website Terms of Use ("the Terms" or "SC-WEB-TOU-001") govern your access to and use of the website operated by Shiloh Capital (Pty) Limited and its affiliated entities (collectively "Shiloh Capital", "the Firm", "we", "us", or "our") at shilohcap.com and any associated pages or subdomains (collectively, "the Website"). The Terms are published for public review and constitute a binding agreement between you and the Firm.

1.2 Acceptance

By accessing, browsing, or otherwise using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with the Firm's Privacy Policy (SC-POL-PRV-001) and PAIA Manual (SC-PAIA-MAN-001), which are incorporated by reference. If you do not agree to these Terms, you must not access or use the Website.

1.3 Capacity

By using the Website, you warrant that you are at least 18 years of age and have the legal capacity to enter into a binding agreement, or that you are duly authorised to act on behalf of the person or entity on whose behalf you use the Website. Where you use the Website on behalf of a juristic person, you warrant that you are authorised to bind that person to these Terms.

1.4 Note on the Consumer Protection Act

Nothing in these Terms is intended to limit or exclude any right you may have that cannot lawfully be limited or excluded under the Consumer Protection Act, 68 of 2008 ("the CPA") or any other applicable law. To the extent that any provision of these Terms is inconsistent with such a right, that provision applies only to the extent permitted by law.

SECTION 02

Definitions

In these Terms, unless the context indicates otherwise, the following words bear the meanings assigned to them below, and cognate expressions bear corresponding meanings:

TERM	DEFINITION
Content	All information, text, graphics, images, logos, trade marks, layouts, data, documents, and other material made available on or through the Website.
Data Message	Data generated, sent, received, or stored by electronic means, as defined in the Electronic Communications and Transactions Act, 25 of 2002.
Intellectual Property	All copyright, trade marks, trade names, logos, designs, and other proprietary rights subsisting in the Website and its Content.
Personal Information	Personal information as defined in the Protection of Personal Information Act, 4 of 2013.
User, you	Any person who accesses, browses, or otherwise uses the Website.
Website	The website operated by the Firm at shilohcap.com and any associated pages, subdomains, and digital interfaces.

References to legislation are to that legislation as amended or re-enacted from time to time. Headings are for convenience only and do not affect interpretation. Words importing the singular include the plural and vice versa.

SECTION 03

Legislative & Regulatory Framework

These Terms have been prepared with reference to, and are intended to comply with, the legislation applicable to the operation of the Website and the rendering of financial services in the Republic of South Africa.

FRAMEWORK	RELEVANCE TO THESE TERMS
ECTA, 25 of 2002	The Electronic Communications and Transactions Act governs electronic transactions and data messages, prescribes information that a supplier must disclose on a website (section 43), and recognises the validity and enforceability of electronic agreements.
POPIA, 4 of 2013	Governs the processing and protection of personal information collected through the Website. The Firm's processing is described in the Privacy Policy (SC-POL-PRV-001).
PAIA, 2 of 2000	Governs the right of access to records held by the Firm, as described in the PAIA Manual (SC-PAIA-MAN-001).
Consumer Protection Act, 68 of 2008	Protects consumers and regulates the fairness of terms. These Terms are interpreted so as not to limit any right that cannot lawfully be excluded under the CPA.
FAIS Act, 37 of 2002	Regulates the rendering of financial services. The Website provides general information only and does not constitute the rendering of financial advice or an intermediary service.
Copyright Act, 98 of 1978 & Trade Marks Act, 194 of 1993	Protect the Intellectual Property subsisting in the Website and its Content.
Companies Act, 71 of 2008	Governs the Firm as a juristic person and informs the supplier information disclosed under these Terms.
Cybercrimes Act, 19 of 2020	Criminalises unlawful access to, and interference with, computer systems and data, informing the prohibited conduct under these Terms.

SECTION 04

Supplier Information (ECTA Section 43)

The following information is provided in accordance with section 43 of the Electronic Communications and Transactions Act, 25 of 2002.

Full Name	Shiloh Capital (Pty) Limited
Registration Number	2015/426355/07
Nature of Business	Transaction advisory, capital raising, and mergers and acquisitions services
Regulatory Status	Juristic Representative of FyreFem Fund Managers (Pty) Ltd, an authorised financial services provider (FSP No. 49359) regulated by the Financial Sector Conduct Authority
Registered & Physical Address	Office 212, Max Office Park, 145 Second Street, Parkmore, Sandton, 2196
Telephone	+27 (0) 10 109 0787
Website	shilohcap.com
Email	info@shilohcap.com
Official Capacity of Website	Corporate information and communication. The Website is not a transactional or e-commerce platform and does not conclude transactions online.

Where any product or service is in future offered through the Website, the additional disclosures required by section 43 of ECTA will be made on the relevant pages of the Website.

SECTION 05

Permitted Use of the Website

5.1 Limited Licence

Subject to your compliance with these Terms, the Firm grants you a limited, non-exclusive, non-transferable, revocable licence to access and view the Website and its Content for your own lawful, personal, and non-commercial information purposes only.

5.2 Reservation of Rights

All rights not expressly granted to you are reserved by the Firm and its licensors. The licence granted in clause 5.1 does not include any right to reproduce, distribute, modify, republish, frame, or commercially exploit the Website or its Content, except as expressly permitted in these Terms or with the prior written consent of the Firm.

5.3 Your Responsibilities

- You are responsible for ensuring that your access to the Website complies with all laws applicable to you;
- You are responsible for the security of the device and network through which you access the Website; and
- You must ensure that any information you submit through the Website is accurate, lawful, and not misleading.

5.4 No Account Obligation

The Website may be browsed without registering an account. Where the Firm makes any form, enquiry facility, or subscription available, your use of that facility is subject to these Terms and the Privacy Policy.

SECTION 06

Prohibited Conduct & Acceptable Use

You agree that you will not, and will not permit any other person to, use the Website in any manner that is unlawful or that may damage, disable, or impair the Website. Without limitation, you must not:

- Use the Website for any unlawful, fraudulent, or malicious purpose, or in contravention of these Terms;
- Gain or attempt to gain unauthorised access to the Website, its servers, or any connected system or network, or circumvent any security measure, in contravention of the Cybercrimes Act, 19 of 2020;
- Introduce any virus, malware, or other harmful code, or launch any denial-of-service or similar attack;
- Use any automated means, including any robot, spider, or scraper, to access, monitor, or copy the Website or its Content without the Firm's prior written consent;
- Reproduce, duplicate, copy, sell, or exploit any part of the Website or its Content for any commercial purpose without consent;
- Misrepresent your identity or affiliation, or impersonate the Firm or any other person;
- Transmit any unsolicited or unauthorised advertising or communication through the Website; or
- Use the Website in any way that infringes the rights of, or restricts or inhibits the use of the Website by, any other person.

The Firm reserves the right to investigate and take appropriate action, including the suspension of access and the reporting of conduct to the relevant authorities, against any person who, in the Firm's reasonable opinion, contravenes this Section.

SECTION 07

Intellectual Property Rights

7.1 Ownership

All Intellectual Property in and to the Website and its Content, including the "Shiloh Capital" name, logo, and brand elements, the text, graphics, design, layout, and arrangement of the Website, is owned by or licensed to the Firm and is protected by the Copyright Act, 98 of 1978, the Trade Marks Act, 194 of 1993, and other applicable laws. Nothing on the Website is to be construed as granting any licence or right to use any Intellectual Property except as expressly set out in these Terms.

7.2 Restrictions

You may not copy, reproduce, republish, upload, post, transmit, distribute, modify, or create derivative works from any Content, in whole or in part, without the prior written consent of the Firm, save that you may view and retain a single copy of a page for your own personal, non-commercial reference, provided that all copyright and proprietary notices are retained.

7.3 Trade Marks

The trade marks, names, and logos displayed on the Website are the registered or unregistered trade marks of the Firm or of third parties. No right or licence is granted to any person in respect of those trade marks, and their use without the prior written consent of the owner is prohibited.

7.4 Feedback

Where you submit any comment, suggestion, or other feedback regarding the Website, you grant the Firm a perpetual, royalty-free, irrevocable right to use that feedback for any purpose without obligation to you, subject to the Privacy Policy in respect of any personal information.

SECTION 08

No Financial Advice, Offer or Solicitation

IMPORTANT NOTICE

The Content of the Website is provided for general information purposes only. It does not constitute financial, investment, legal, tax, or other professional advice, and must not be relied upon as such. Nothing on the Website constitutes an offer, invitation, inducement, or solicitation to buy, sell, or subscribe for any financial product, security, or interest, or to enter into any transaction.

8.1 Regulatory Status

Shiloh Capital renders its services as a Juristic Representative of FyreFem Fund Managers (Pty) Ltd, an authorised financial services provider (FSP No. 49359) regulated by the Financial Sector Conduct Authority. Any financial service is rendered only pursuant to a formal written mandate and in accordance with the Financial Advisory and Intermediary Services Act, 37 of 2002, and not through the Website.

8.2 No Reliance

You should not act, or refrain from acting, on the basis of any Content on the Website without obtaining independent professional advice appropriate to your own circumstances. The Firm accepts no responsibility for any decision taken in reliance on the Content.

8.3 Past Performance & Forward-Looking Statements

Where the Website refers to past performance, such performance is not a guide to, or guarantee of, future results. Any forward-looking statement is subject to risks and uncertainties and may not be realised. The value of investments may fall as well as rise.

8.4 Jurisdiction of Offers

The Content is not directed at any person in any jurisdiction where its publication or availability would be contrary to local law. It is your responsibility to satisfy yourself that you are permitted to access the Website under the laws applicable to you.

SECTION 09

Accuracy & Disclaimer of Warranties

9.1 Accuracy of Content

The Firm takes reasonable care to ensure that the Content of the Website is accurate and current at the time of publication. However, the Content may not be complete or up to date at all times, and the Firm does not warrant the accuracy, completeness, or currency of any Content.

9.2 Website Provided "As Is"

To the maximum extent permitted by law, and subject always to the Consumer Protection Act where it applies, the Website and its Content are provided on an "as is" and "as available" basis, without any representation or warranty of any kind, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement.

9.3 No Warranty of Uninterrupted Access

The Firm does not warrant that the Website will be available at all times, will be uninterrupted or error-free, or that the Website or the server that makes it available are free of viruses or other harmful components. You are responsible for implementing your own protective measures.

YOUR ACKNOWLEDGEMENT

Use of the Website is at your own risk.

By using the Website, you acknowledge that you do so at your own risk, and that you are responsible for any conclusion you draw or action you take based on the Content, subject to the rights conferred on you by law that cannot be excluded.

SECTION 10

Third-Party Links & External Content

10.1 Links to Third-Party Websites

The Website may contain links to websites operated by third parties. Those links are provided for your convenience only. The Firm does not control, endorse, or assume any responsibility for the content, products, services, or privacy practices of any third-party website.

10.2 No Endorsement

The inclusion of any link does not imply any endorsement, approval, or association by the Firm with the linked website or its operator. Your access to and use of any third-party website is entirely at your own risk and subject to the terms and policies of that website.

10.3 Linking to the Website

You may not frame the Website or any part of it, or create a link to the Website from any other website, without the prior written consent of the Firm. The Firm may withdraw any such consent at any time.

10.4 Third-Party Content

Where the Website displays content supplied by a third party, that content remains the responsibility of the third party, and the Firm gives no warranty in respect of it.

SECTION 11

Privacy, Cookies & Personal Information

11.1 Protection of Personal Information

The Firm processes personal information collected through the Website in accordance with the Protection of Personal Information Act, 4 of 2013, and its Privacy Policy (SC-POL-PRV-001), which is incorporated into these Terms by reference. By using the Website, you acknowledge that you have read and understood the Privacy Policy.

11.2 Cookies

The Website may use cookies and similar technologies to enable the Website to function, to remember your preferences, and to understand how the Website is used. You may accept or decline non-essential cookies and may configure your browser accordingly, as more fully described in the Privacy Policy. Declining certain cookies may affect the functionality of the Website.

11.3 Access to Information

Your right of access to records held by the Firm, and the procedure for making a request, are governed by the Promotion of Access to Information Act, 2 of 2000, and described in the Firm's PAIA Manual (SC-PAIA-MAN-001).

11.4 Data Subject Rights

You may exercise your rights as a data subject, including the rights of access, correction, deletion, and objection, by contacting the Information Officer at the details in the Privacy Policy and in Section 17 of these Terms.

SECTION 12

Electronic Communications & Consent

12.1 Consent to Electronic Communications

By using the Website or providing your contact details to the Firm, you consent to receiving communications from the Firm in electronic form. You agree that all agreements, notices, disclosures, and other communications that the Firm provides to you electronically satisfy any legal requirement that such communication be in writing, in accordance with the Electronic Communications and Transactions Act, 25 of 2002.

12.2 Time and Place of Communications

A data message is regarded as having been sent by the Firm when it enters an information system outside the control of the Firm, and as having been received by you when it is capable of being retrieved and processed by you, in accordance with section 23 of ECTA.

12.3 Direct Marketing

Any direct marketing by electronic means is conducted in accordance with section 69 of POPIA and section 45 of ECTA. You may at any time, and at no cost, request the Firm to cease sending you direct marketing communications by using the unsubscribe facility provided or by contacting the Firm.

12.4 Cooling-Off & ECTA Section 42

Where any transaction is in future concluded electronically with a consumer through the Website, the rights conferred by section 44 of ECTA and the Consumer Protection Act, where applicable, will apply. The Website does not currently conclude electronic transactions.

SECTION 13

Security & System Integrity

13.1 Security Measures

The Firm takes appropriate, reasonable technical and organisational measures to protect the Website and the information transmitted through it. However, the transmission of information over the internet is not completely secure, and the Firm cannot guarantee the security of any information transmitted to or from the Website.

13.2 Prohibited Interference

You must not engage in any conduct that interferes with or compromises the integrity or security of the Website or any connected system. Unlawful access to, interception of, or interference with data is an offence under the Cybercrimes Act, 19 of 2020, and may be reported to the relevant authorities.

13.3 Your Credentials

Where the Website provides any secure facility requiring access credentials, you are responsible for keeping those credentials confidential and for all activity that occurs under them. You must notify the Firm immediately of any unauthorised use.

13.4 Reporting

If you become aware of any security vulnerability or compromise relating to the Website, you are requested to report it to the Firm at the contact details in Section 17 without delay and not to disclose it publicly.

SECTION 14

Limitation of Liability & Indemnity

14.1 Limitation of Liability

To the maximum extent permitted by law, and subject always to the rights conferred on you by the Consumer Protection Act and any other law that cannot be excluded, the Firm, its directors, employees, and representatives will not be liable for any direct, indirect, incidental, special, or consequential loss or damage of any kind arising out of or in connection with your access to, use of, or inability to use the Website or its Content, or your reliance on any Content, whether based in contract, delict, statute, or otherwise.

14.2 Excluded Liability

Nothing in these Terms excludes or limits the liability of the Firm for any liability that cannot lawfully be excluded or limited, including liability for gross negligence or for any loss caused intentionally. The limitations in this Section apply only to the extent permitted by law.

14.3 Indemnity

You indemnify and hold harmless the Firm, its directors, employees, and representatives against any claim, loss, damage, cost, or expense (including reasonable legal costs) arising out of or in connection with your breach of these Terms, your unlawful use of the Website, or your infringement of the rights of any third party, save to the extent that such claim arises from the Firm's own gross negligence or intentional misconduct.

SECTION 15

Availability, Suspension & Changes

15.1 Availability

The Firm endeavours to keep the Website available but does not warrant uninterrupted availability. The Website may be unavailable from time to time for maintenance, technical reasons, or circumstances beyond the Firm's control, and the Firm will not be liable for any such unavailability.

15.2 Changes to the Website

The Firm may, at its discretion and without notice, modify, update, suspend, or discontinue any part of the Website or its Content. The Firm is not obliged to update any Content and may remove any Content at any time.

15.3 Suspension of Access

The Firm may suspend or terminate your access to the Website, in whole or in part, where it reasonably believes that you have contravened these Terms or any applicable law, without prejudice to any other right or remedy available to the Firm.

15.4 Amendments to These Terms

The Firm may amend these Terms from time to time. The current version is published on the Website, and the effective date and version number appear in the document control section. Your continued use of the Website following the publication of amended Terms constitutes acceptance of the amended Terms.

SECTION 16

Governing Law & Jurisdiction

16.1 Governing Law

These Terms, and any dispute or matter arising out of or in connection with your use of the Website, are governed by and construed in accordance with the laws of the Republic of South Africa, without regard to any conflict-of-law principles.

16.2 Jurisdiction

You consent to the non-exclusive jurisdiction of the courts of the Republic of South Africa in respect of any dispute arising out of or in connection with these Terms or your use of the Website. Nothing in this Section limits any right you may have under the Consumer Protection Act to refer a dispute to an alternative dispute resolution agent, an ombud, or the National Consumer Commission.

16.3 Dispute Resolution

The parties will use reasonable endeavours to resolve any dispute amicably before instituting legal proceedings. A party wishing to raise a dispute must notify the other in writing, setting out the nature of the dispute and the relief sought, and the parties will engage in good faith to resolve it.

16.4 Data Protection & Access Complaints

Complaints relating to the processing of personal information or to access to information may be lodged with the Information Regulator (South Africa), as described in the Privacy Policy and PAIA Manual.

SECTION 17

General Provisions & Contact

17.1 Whole Agreement

These Terms, together with the Privacy Policy and the PAIA Manual, constitute the whole agreement between you and the Firm in relation to your use of the Website and supersede any prior understanding in that regard.

17.2 Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision is severable from the remaining provisions, which continue in full force and effect.

17.3 No Waiver & Cession

No failure or delay by the Firm in exercising any right constitutes a waiver of that right. You may not cede, assign, or delegate any of your rights or obligations under these Terms. The Firm may cede or assign its rights and obligations to any successor-in-title.

SHILOH CAPITAL – CONTACT DETAILS

Attention: The Compliance Function / Information Officer

Address: Office 212, Max Office Park, 145 Second Street, Parkmore, Sandton, 2196

Telephone: +27 (0) 10 109 0787

Email: lmukuwane@shilohcap.com

Website: shilohcap.com

SECTION 18

Document Control & Approval

18.1 Related Documents

DOCUMENT REF	TITLE & RELATIONSHIP TO THESE TERMS
SC-POL-PRV-001	Privacy Policy – processing and protection of personal information under POPIA.
SC-PAIA-MAN-001	PAIA Manual – records held and the procedure for access requests.
SC-POL-COI-001	Conflicts of Interest Policy – management of conflicts in the handling of information.
SC-QMS-MAN-001	ISO 9001:2015 Quality Manual – records and information controls.

18.2 Document Control

Document Title	Shiloh Capital Website Terms of Use
Document Reference	SC-WEB-TOU-001
Version	1.0 (June 2026)
Effective Date	1 June 2026
Prepared By	Compliance Function & Office of the Information Officer
Approved By	The Founding Directors of Shiloh Capital (Pty) Ltd
Next Review Date	June 2027 (or earlier upon material legislative change or change in the Website)
Distribution	Published on the Firm’s website for public review.

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