

Terms of Use for Participation in the Initial Public Offering of Securities

Effective as of May 2026

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These Terms set out the specific terms and conditions that will apply when the Client submits applications and participates in the Initial Public Offering (hereinafter the "IPO") procedure, available through the Investlink.io Platform. These Terms apply in addition to the General Terms and Conditions (hereinafter the "Terms"). Capitalized terms in this document shall have the same meaning as in the Terms. In the event of any conflict between the Terms and this document, the provisions of this document shall prevail.

For the purposes of these Terms, the following definitions shall apply:

Initial Public Offering (IPO) — an investment process allowing the Client to submit an application to acquire shares of an issuing company prior to the commencement of official public trading on the secondary securities market.

Application (Trade Order / Order) — an expression of the Client's intent manifested by routing a market-type order through the Investlink Platform interface to the Broker to purchase securities within a specific IPO offering subject to the terms established herein.

Allocation (Distribution) — the actual number of securities to be credited to the Client's brokerage account upon completion of the bookbuilding by the underwriter, which may range from 0% to 100% of the original application volume.

Allocated Amount — a specific portion of funds on the Client's brokerage account temporarily locked in the amount of the full submitted order to reserve the necessary limit for IPO participation.

Conditional Order to Buy (COB) — a single market-type trade order submitted by the Client via the Platform interface to the Broker for participation in a specific IPO offering in GTC (Good 'Til Cancelled) mode.

Final 60-Minute Window (Withdrawal Window) — a single global 60-minute time interval opened by the Broker prior to the closing of the book of demands, during which the Client is permitted exclusively to update or cancel their existing orders, with no new orders allowed to be placed.

Settlement Date — the official day for finalizing settlements and crediting the distributed securities to the Client's brokerage account (standardly under T+1 regulations) as established by the issuance underwriter.

Restricted Persons — categories of individuals and legal entities defined by the rules of the US regulator FINRA (Rule 5130 and Rule 5131), for whom participation in an IPO is regulatory prohibited.

Flipping — the speculative practice of prematurely selling shares received during the allocation process within the first 30 (thirty) calendar days from the date of the official commencement of public trading on the secondary market.

1. THE ESSENCE OF THE SERVICE

The "IPO Participation" service provides Clients with the technical capability to submit applications to acquire shares of issuing companies prior to the commencement of official public trading on the secondary securities market through the Investlink platform. All operations regarding the routing of trade orders, temporary locking of funds, and subsequent distribution (allocation) of securities are fully automated and executed through the infrastructure of the Broker, Alpaca Securities LLC.

2. ORDER PARAMETERS

2.1. **Compliance with Technical Limits.** Each specific IPO offering has fixed technical and value constraints. The Client's trade order on the Investlink.io Platform must strictly comply with the following regulated parameters:

- **Order Currency:** US Dollars (USD, nominal dollar value, notional amount).
- **Minimum Investment Amount:** Determined individually for each IPO offering and displayed within the Investlink application interface.

- **Maximum Investment Amount:** Determined individually for each IPO offering based on risk parameters and liquidity.
- 2.2. **Limitation on the Number of Applications.** The Client has the right to place strictly one Conditional Order to Buy within a single IPO offering. The submission of multiple parallel or duplicating applications from a single brokerage account is technically impossible and is automatically blocked by the software tools of the Broker, Alpaca Securities LLC. To change the investment volume, the Client must use the function for modifying the parameters of the previously created application rather than placing a new trade order.
 - 2.3. **Order Validity Mode (Time-in-Force).** All applications for participation in an IPO are accepted by the Investlink system and forwarded to the Broker exclusively in GTC (Good 'Til Cancelled) mode. The use of any other types and validity modes of trade orders (including orders limited to one trading day — DAY) is not supported by the Broker's infrastructure and results in the technical rejection of the application

3. CANCELLATION AND MODIFICATION OF APPLICATIONS

Order Modification, Cancellation, and Multi-Offering Procedure. The Client is permitted to place strictly one Conditional Order to Buy within a single IPO offering. However, the Client has the right to place conditional orders on multiple different IPO offerings at the same time. Any placed order can be freely modified or cancelled throughout the entire offering period, including during the final 60-minute window. The final 60-minute window marks the cutoff time when the Broker ceases to accept new orders; during this interval, existing orders can still be edited or withdrawn. Exactly when the 60-minute window closes and the book of demands officially shuts, the conditional order becomes final, binding, and irrevocable.

4. LOCKING AND UNLOCKING OF FUNDS

- 4.1. **Fund Reservation Procedure.** Upon the successful placement of an IPO application by the Client, funds on their brokerage account are temporarily locked in the amount of the full value of the submitted order. This procedure is required to reserve the necessary limit of funds at the time of the final allocation by the Broker.
- 4.2. **Unlocking Procedure for Unused Balance.** In the event that a partial allocation is granted to the Client based on the distribution results, the unused portion of the locked funds shall be automatically unlocked and returned to the Client's free balance immediately upon completion of the security distribution.

5. ALLOCATION AND SHARE DISTRIBUTION PROCEDURE

- 5.1. **No Guarantee of Allocation.** The placement of an IPO application by the Client does not guarantee receipt of a full allocation. The actual number of securities to be credited to the brokerage account is determined by the Broker during the final distribution process and may be substantially less than the volume originally specified in the order. The allocation process may result in one of the following outcomes: full allocation (100%), partial allocation (less than 100%), or total rejection of distribution (0%) due to oversubscription or cancellation of the offering by the issuer
- 5.2. **Prohibition of Fractional Shares upon Allocation.** Notwithstanding that the IPO application is placed by the Client in a fixed US Dollar equivalent (notional amount), the actual crediting of securities by the Broker based on the allocation results shall be executed exclusively in the form of whole shares. Fractional shares are not supported by the Broker's infrastructure within the framework of IPO offerings. Any remaining balance of funds that cannot be distributed into a whole number of shares at the final IPO offering price shall be automatically unlocked and returned to the Client's free balance.
- 5.3. **Cancellation of the Offering by the Issuer.** The issuer and the underwriting syndicate reserve the right to cancel, suspend, or postpone the IPO at any stage prior to the official commencement of trading. In the event of an offering cancellation by the issuer, all submitted applications shall be annulled automatically, and the funds locked for such applications shall be returned to the Client's free balance in full. A notification regarding the cancellation of the IPO shall be sent to the registered email address of the Client, provided that the Client has an active application for the respective offering.

6. CREDITING OF SHARES AND FINAL SETTLEMENTS

- 6.1. **Timeframes for Crediting Securities.** In the event that the Client receives an allocation (full or partial), the actual crediting of the distributed shares to their brokerage account shall be executed on the official Settlement Date. The regulated timeframe for conducting final clearing settlements and share distribution is strictly 1 (one) business day under T+1 regulations from the IPO pricing and allocation event.
- 6.2. **Asset Reflection within the Platform Interface.** Immediately upon the finalization of settlements and the actual receipt of shares into the Broker's custodial custody, the specified assets shall be automatically displayed within the Client's investment portfolio in the Investlink.io Platform interface. From this moment, the Client acquires full status as the owner of the securities and gains the technical capability to execute standard trade transactions with them on the secondary market.

7. FINRA REQUIREMENTS — RESTRICTED PERSONS

- 7.1. **Regulatory Prohibition on Participation.** In accordance with the rules of the Financial Industry Regulatory Authority (FINRA), specifically Rule 5130 (Restrictions on the Purchase and Sale of Initial Equity Public Offerings) and Rule 5131 (Allocation of Shares and Underwriting), certain categories of individuals and legal entities are strictly prohibited from acquiring shares in an IPO. The Client agrees and confirms that they do not qualify as Restricted Persons and undertakes to immediately notify the Platform in the event of any change in this status.
- 7.2. **Categories of Restricted Persons.** Under applicable US legislation, Restricted Persons include, but are not limited to:
- Broker-dealers and any of their personnel (investment advisors, traders, analysts);
 - Persons associated with the underwriters or the syndicate of the issuer conducting the current placement;
 - Portfolio managers, fund managers, as well as any persons with the authority to make investment decisions regarding collective investments of funds, banks, insurance companies, or sovereign wealth funds;
 - Persons holding a material ownership interest (10% or more) in the capital of a broker-dealer;
 - Immediate family members (spouses, parents, children, siblings, as well as any dependents) cohabiting with or financially tied to any of the aforementioned persons.
- 7.3. **Consequences of Compliance Violations.** In the event that the Client is identified as a Restricted Person or has provided false certifications during the compliance review, the Broker, Alpaca Securities LLC, and the Platform reserve the right to cancel the submitted application at any stage without prior notice, block the distribution of shares, and unilaterally restrict access to the IPO participation service.

8. FEES AND COMMISSIONS

- 8.1. **Current Absence of Commissions.** As of May 2026, no fees, additional commissions, or service charges are levied by Investlink or the broker Alpaca Securities LLC for placing, modifying, cancelling, or executing IPO participation orders through the application interface.
- 8.2. **Possibility of Future Commission Implementation.** Investlink and Alpaca Securities LLC reserve the right to introduce commissions, fees, or service charges for the use of the IPO participation functionality in the future. In the event of a change in the tariff policy and the introduction of new charges, the relevant information will be communicated to users in advance by publishing an updated version of these Terms, posting notices within the account dashboard interface, or sending a message to the user's registered email address. Continued use of the IPO participation functionality after the new tariffs take effect constitutes full acceptance by the user of the updated terms.

9. POST-IPO HOLD RECOMMENDATIONS AND MARGIN CONSTRAINTS

- 9.1. **Flipping Definition and Policy.** Flipping is defined as the sale by the Client of shares received during the IPO allocation process within the first 30 (thirty) calendar days from the date of the official commencement of public trading on the secondary securities market. The broker, Alpaca Securities LLC, does not enforce an anti-flipping policy, and there is no mandatory lock-up period on the shares. However, it is recommended to hold securities received during the IPO allocation process for 30 calendar days. The broker, Alpaca Securities LLC, will monitor for abuse (such as constant flipping), which could result in future limitations.
- 9.2. **Non-Marginable Status Constraint.** All shares acquired through the IPO allocation process are non-marginable for a period of 30 (thirty) calendar days from the official IPO pricing and listing date. The Client cannot utilize these shares as collateral for margin borrowing, and they will not contribute to the maintenance margin or buying power of the brokerage account during this timeframe.

10. RISKS AND DISCLAIMER

- 10.1. **High Degree of Investment Risk.** Participation in an IPO is a high-risk investment activity and is suitable exclusively for Clients capable of bearing the risks of partial or total loss of invested capital. The value of shares following the commencement of public trading on the secondary market is subject to high volatility and may drop significantly below the original offering price. The Investlink.io Platform and the Broker, Alpaca Securities LLC, do not guarantee any profit and shall not be held liable for any financial losses incurred by the Client as a result of fluctuations in the market value of the securities.
- 10.2. **Liquidity Risk.** For a certain period of time following the completion of an IPO, the liquidity of the shares on the secondary market may be limited. The Client assumes all risks associated with the inability to liquidate the securities at the desired price or volume during the specified timeframe.
- 10.3. **No Investment Advice.** Any information, analytical materials, market reviews, or presentations of IPO offerings accessible within the Investlink.io Platform interface are provided solely for informational purposes. These materials do not constitute, and shall not be interpreted as, individual investment advice, an offer, or a solicitation to purchase

securities. The Client makes the decision to participate in each specific IPO independently and bears full responsibility for evaluating the applicable risks and the suitability of such investments relative to their financial condition.

- 10.4. **No Guarantees Based on Past Performance.** Investlink does not and cannot provide any guarantees regarding future investment outcomes. The performance indicators of past initial public offerings (IPOs) do not constitute a reliable indicator and do not guarantee similar results in the future. Investlink.io does not represent or guarantee that the Client will achieve profits or incur losses similar to the historical outcomes recorded in previous IPO offerings.
- 10.5. **Additional Broker Disclosures.** This Section contains only a summary description of the primary risks associated with investing in initial public offerings. The full text of Alpaca's risk disclosure is available on the Alpaca IPO Disclosures page. The Client confirms that they have reviewed, fully understood, and accepted all terms and risks outlined in the official documents of the Broker, Alpaca Securities LLC.

11. MISCELLANEOUS PROVISIONS

- 11.1. **Governing Force and Amendments to the Terms.** These Terms constitute an integral part of the Brokerage Agreement (Service Agreement) and govern the procedure for providing the "IPO Participation" service. The Investlink.io Platform, in conjunction with the Broker, Alpaca Securities LLC, reserves the right to unilaterally amend and supplement these Terms. The new version of the Terms takes effect upon its publication on the official website or within the mobile application, unless an alternative timeframe is provided upon publication.
- 11.2. **Severability.** The invalidity, illegality, or unenforceability of any provision of these Terms as determined by a court or another competent authority shall not affect the validity of the remaining provisions of these Terms, which shall retain their full legal force and binding effect on the Parties.