

TERMS OF USE

IMPORTANT — READ CAREFULLY. These Terms of Use (the “**Terms**”), together with the other documents referenced and linked below (collectively, the “**Agreement**”), describe your rights and responsibilities as a user (“**User**”) of the pontemgrp.com website or any other website (collectively, the “**Sites**”) offered by Pontem Group Ltd. or its affiliates (collectively, “**Pontem**”) and related services (the “**Services**”) offered through the Sites. In this Agreement, the terms “we”, “our” and “us” refer to Pontem and the terms “you” and “your” refer to a User.

YOUR VISIT TO THE SITES CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. THEREFORE, PLEASE TAKE THE TIME TO REVIEW THE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH SOME OR ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SITES.

1. Limitation of liability

While Pontem seeks to include accurate and up-to-date Information, we make no representations or warranties, express or implied, as to the accuracy or completeness of the Information and disclaim any liability for the use of this site or any site linked to it. The Information is for general information purposes only and does not constitute advice. Neither Pontem nor any other party involved in creating, producing or delivering the website or on any website linked to from this site shall be liable in any manner whatsoever for any damages arising out of your access, use or inability to use the website or any website linked to from this site, or any errors or omissions in the content thereof.

Pontem shall furthermore not be liable for damages resulting from the use of electronic means of communication, including, but not limited to, damages resulting from the interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

2. Ownership

These Terms provide only a limited and revocable license to access and use the Sites. Accordingly, Pontem does not transfer any ownership or other intellectual property right in and to the Sites or the Services to you or anyone else in connection with your use of the Sites. All text, graphics, interfaces, interfaces, photographs, computer code, software, products, information, and documentation as well as the coordination, expression, “look and feel,” and arrangement of any content contained on or available through the Sites (collectively, the “**Materials**”) are exclusively owned, controlled, or licensed by Pontem and are protected by applicable laws. Names, logos, marks, and icons identifying Pontem, such as “Pontem”, or the Services are owned exclusively by Pontem, and any use of such names, logos, marks and icons without the prior express written permission of Pontem is expressly prohibited. Other trademarks or service marks identified on or through the Sites may be the trademarks or service marks of third parties. No part of the Services will be construed as granting any license or right to use any intellectual property right of Pontem or any third party (whether by implication or otherwise), except with our express written permission or such other party that may be the owner thereof.

3. Governing Law and Courts

This Agreement and your use of the Sites will be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable in British Columbia, excluding its conflict of laws rules and all private international laws. You further acknowledge that despite being available from a variety of jurisdictions, the Site will be deemed solely based in the Province of British Columbia, Canada; and that the Sites will be deemed to be passive in nature and not giving rise to personal jurisdiction over Pontem in jurisdictions other than the Province of British Columbia. You consent and submit to the exclusive jurisdiction of the Courts located in the Province of British Columbia in all disputes arising out of or relating to your use of or inability to use the Sites and this Agreement. Nothing in this Agreement precludes Pontem's application for injunctive remedies or other urgent legal relief in any jurisdiction.

4. Links to other websites and social media

The Sites may contain links to other web sites, including social media web sites. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by Pontem of the linked website or information contained therein. Your use of such sites and your dealings with the owners or operators thereof are at your own risk. If you choose to share our website through social media such as LinkedIn, your personal data (such as your name and the fact that you are interested in Pontem) might also be visible to all the visitors of your personal webpage on LinkedIn. On the use of such social media websites only the terms and conditions (including the privacy policy) of those social media websites apply. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you shall not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

5. Reliance on Information Posted and Disclaimer of Warranties

The information presented on or through the Sites is made available solely for general information purposes. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents.

The Sites, the Materials and the Services are provided "as is", "where is", "as available", without representations or warranties of any kind by Pontem. TO THE FULLEST EXTENT PERMITTED BY LAW, PONTEM AND ALL DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF PONTEM DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITES, THE SERVICES, AND THE MATERIALS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR THAT ANY PARTICULAR RESULT BE OBTAINED THROUGH USING THE SITES, THE MATERIALS OR THE SERVICES. Without limiting the foregoing, we do not represent or warrant that the Sites, the Services or the Materials are accurate, complete, reliable,

useful, timely or current or that the Sites will operate without interruption or error. We assume no responsibility, and are not liable for, any damages to your computer equipment, data or other property on account of your access to, use of, or browsing on the Sites, or inability to do any of the foregoing.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. Limitation of Liability

Your use of the Sites, Services, and Materials are undertaken at your own risk. Under no circumstances will Pontem or any directors, officers, employees, agents, contractors and suppliers of Pontem, be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the Sites, the Services, the Materials, or any consequences flowing therefrom. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS OR FAILURE TO REALIZE ANTICIPATED BENEFITS), WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE ENTIRE LIABILITY OF PONTEM, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO PONTEM FOR ANY OF THE SERVICES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE EXTENT THAT PONTEM CANNOT DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, THE EXTENT OF PONTEM'S LIABILITY SHALL BE THE MINIMUM AMOUNT PERMITTED UNDER APPLICABLE LAW.

If you are dissatisfied with the Sites, the Services, the Materials, or with this Agreement, your sole and exclusive remedy, except for remedies that are otherwise expressly provided, is to discontinue using the Sites, the Services, or the Materials, as applicable.

7. Indemnification

You shall indemnify and save harmless Pontem and all directors, officers, employees, agents, contractors and suppliers of Pontem from and against any claim, cause of action, demand, cost, loss, expense or liability (including without limitation reasonable professional fees) brought against or suffered or incurred by us as a result of your use of the Sites, the Services, or the Materials or your breach of this Agreement.

8. Entire Agreement

This Agreement constitutes the entire agreement between you and us relating to your use of the Sites, the Services, and the Materials, and supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and cannot be amended or

modified except by our express and explicit agreement to modify this Agreement in writing, or by us making such amendments or modifications available to you pursuant to a modification of this Agreement as permitted herein. In the event of a conflict between the provisions of the Terms and the provisions of any other document or agreement incorporated or referenced herein, these Terms will govern to the extent of the inconsistency. We reserve the right to unilaterally update or modify (each, a “change”) this Agreement at any time and from time to time. We will notify you of any changes to this Agreement by posting notice of such changes on the Site. Your continued use of the Sites following notice of such change means that you accept the amendments.

Questions about the Sites, or regarding your rights and responsibilities under this Agreement, can be directed to info@pontemgrp.com.

Version 1, last revised: October 20, 2025

PRIVACY POLICY

At Pontem Group Ltd., we are committed to protecting your Personal Information and complying with applicable data protection and privacy laws. This Privacy Policy governs use of Personal Information by Pontem Group Ltd. and its affiliates (collectively, “Pontem”) whether such information is collected via our website pontemgrp.com, other websites and customer portals operated by Pontem (collectively, the “Sites”) or otherwise, including through provision of our services (collectively, the “Services”).

This Privacy Policy is designed to help you understand the types of information we obtain from you and how we use, disclose and protect that information. In this Privacy Policy, each of the terms “we”, “our” and “us” refers to Pontem and each of the terms “you”, “user”, and “your” refer to a visitor of the Sites or a user of our Services.

By submitting Personal Information to us or by otherwise using any of our Services or our Sites, you acknowledge and agree that your Personal Information may be used and disclosed by us in accordance with this Privacy Policy. In this Privacy Policy, “Personal Information” means information about an identifiable individual, such as your name, image, address, date of birth, contact information (including home telephone number and personal e-mail address), employment status, and income, the processing of which is subject to applicable data protection laws (which may include data privacy laws in Canada and certain U.S. states). Please note that not all information that you share with us is considered Personal Information. For example, personal information in Canada does not include information to enable an individual at a place of business to be contacted, such as their name, position name or title, business telephone number, business address, or business email address. Information about you that does not qualify as “personal information” or “personal data” under applicable data protection laws is not covered by this Privacy Policy.

By submitting Personal Information to us or by otherwise using any of our Services or our Sites, you hereby consent to the collection, use and disclosure of your Personal Information in accordance with this Privacy Policy.

We recommend that you take the time to read this Privacy Policy so that you understand how we handle Personal Information. We may update or modify this Privacy Policy at any time by posting the revised Privacy Policy to the Sites and, if we have your contact details, notifying you of those updates. We will include a “last revised” date on the Privacy Policy as displayed on the Sites and strongly encourage you to refer back to the Privacy Policy periodically.

1. How we Collect and Use Personal Information

We collect Personal Information from you for specific and limited purposes, where you consent to the collection, in order to meet our contractual commitments to you and to comply with our legal obligations. When collecting Personal Information from you, we will identify the purpose for collecting your Personal Information at the time we request it and will not use or disclose your Personal Information other than for the purpose for which it was collected, without your prior consent or as otherwise permitted by applicable data protection and privacy laws. We endeavor to

collect the minimum amount of Personal Information required to fulfil the purpose for which it was collected.

If you choose to withhold any Personal Information requested by us or withdraw your consent, it may not be possible for us to provide the Services to you or respond to your query.

We collect and use your Personal Information in a variety of ways, including for the following purposes:

- **Providing Services and Sharing Information.** Your Personal Information may be collected and used by Pontem to provide Services to you or via our Sites, or otherwise. Your Personal Information may be used by Pontem so that we can share information about Pontem, the Sites and our Services with you and to maintain appropriate records for our internal administrative purposes. We may use your Personal Information to communicate with inquiries for information, service requests, employment opportunities or other issues as they relate to your use of the Sites and the Services.
- **Protection Purposes:** We may also use your Personal Information to detect, prevent or investigate security breaches or fraud, to protect our business and to maintain appropriate records for internal administrative purposes, including analyzing and monitoring usage of our Sites.

Note that much of this information is not considered Personal Information, under applicable laws. Accordingly, we will comply with our legal obligations regarding such information.

Wherever you have given us your consent to use your Personal Information, you may withdraw your consent at any time by contacting us at info@pontemgrp.com. You may no longer be able to access some or all of our Sites or the Services if you withdraw your consent.

2. Our Disclosure of Personal Information

Pontem may disclose your Personal Information with your express consent, for debt collection purposes, for loss or fraud prevention purposes or for Pontem's other legitimate interests. Pontem may further disclose Personal Information if a law, regulation, search warrant, subpoena or court order legally requires or authorizes us to do so. We will use reasonable efforts to ensure that require that any third party to whom Personal Information is disclosed provides a comparable level of protection for your Personal Information, as provided in this Privacy Policy.

We also share some of your Personal Information with third parties in order to offer the Services to you, including sending information to third party service providers that help us to operate our Sites including website hosting, data analysis, event logging, information technology, customer service, user analytics, and email delivery and messaging. We will also share your Personal Information with third party providers of marketing services who will assist us with promotional services. Depending on where you live, this sharing of Personal Information could be considered a "sale" or commercial sharing of data. Some of our third-party marketing service providers allow users to opt out manually – for example, you may opt out of Google Analytics by going to <https://www.google.com/policies/privacy/partners> and downloading the Google Analytics opt-out browser add-on, available at <https://tools.google.com/dlpage/gaoptout>.

Additionally, Pontem reserves the right to disclose and to transfer Personal Information to a third party in the event of a proposed or actual purchase, sale, merger, amalgamation, or any other type of acquisition, disposition, or financing of all or any portion of Pontem or any of the assets or shares of Pontem, provided that the third party represents that it will continue to use the information for the purposes set out in this Privacy Policy and in accordance with applicable privacy laws. Pontem also reserves the right to aggregate and anonymize Personal Information (or other information) stored on its system and use such aggregated and anonymized Personal Information (or other information) as it sees fit.

3. Consent

It is important to us that we collect, use or disclose your Personal Information only where we have your consent to do so or as provided in this Policy. Depending on the sensitivity of the Personal Information, your consent may be express, implied or deemed. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from your action or inaction. For example, when you contact us about our Services, we will assume your consent to the collection, use and disclosure of your Personal Information for purposes related to your request or for other purposes identified to you at the relevant time. Deemed consent is consent we assume in the event that you do not exercise an opt-out mechanism offered to you.

By submitting your Personal Information to us or obtaining our Services, you consent to the collection, use and disclosure of your Personal Information in the manner described in this Policy. To the extent that we are required by applicable laws to obtain your explicit consent for the collection, use or disclosure of your Personal Information in accordance with this Policy, such consent will be requested at the appropriate time. Further, if we plan to use or disclose your Personal Information for a purpose not previously identified (either in this Policy or separately), we will endeavor to advise you of that purpose before such use or disclosure. However, we may collect, use or disclose your Personal Information without your knowledge or consent where we are permitted or required to do so by applicable law or regulatory requirements.

You may change or withdraw your consent at any time, subject to legal or contractual restrictions and reasonable notice, by contacting the office of our Privacy Officer using the contact information set out below. In some circumstances, a change or withdrawal of consent may limit our ability to provide Services to you or your ability to access certain areas of our Sites.

We assume, unless you advise us otherwise, that by receiving a copy of this Policy or by continuing to deal with us, you have consented to the collection, use and disclosure of your Personal Information as explained in this Policy.

4. Retention of Personal Information

We routinely destroy Personal Information that is no longer required for the purposes for which it was collected, in accordance with applicable laws.

5. Accuracy of Personal Information

Pontem takes reasonable steps to ensure that any Personal Information in our custody is accurate and up to date for the purposes for which the Personal Information is to be used by Pontem. In most instances, we rely on users of our Services to notify us of any changes to their Personal Information provided by them.

6. How we protect your Personal Information

Pontem uses reasonable and appropriate measures, including encryption software, designed to help you secure your Personal Information against accidental or unlawful loss, access or disclosure. Only staff and service providers who have a legitimate business purpose for accessing the Personal Information collected by us are authorized to do so. Unauthorized use of Personal Information by anyone affiliated with Pontem is prohibited and constitutes grounds for disciplinary action.

Pontem is not responsible for any failure by you to secure your own device and its access to the Internet or your use of public, unsecured networks. Pontem also is not responsible for any failure by you to eliminate malware. These failures and others can make you vulnerable to privacy breaches and would put you and your data at risk.

7. Location of Personal Information

Personal information we collect is stored and processed by us and our third party service providers primarily in Canada, regardless of where you are located.

8. Links to Third Party Sites

The use of our Sites may lead you to third party websites. Those organizations are separate and distinct from Pontem and have their own separate privacy policies. We are not responsible in any way for how any third party collects, uses or discloses your Personal Information, so it is important to familiarize yourself with the privacy policies of these websites before providing your Personal Information to them.

9. Cookies and similar technologies

We use cookies on the Sites to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Sites and otherwise to improve our Sites on an ongoing basis. The Sites also use cookies to provide users with certain features and preference settings. A cookie is a small amount of data that is transferred to your browser by a web server and can only be read by the website that gave it to you. It functions as your identification card. It is not a program and cannot be executed as code or deliver viruses. Cookies can also customize the site to your particular interests or store your Personal Information – like passwords or user IDs. If a site ever greets you with your name, chances are it is using a cookie to do so.

Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie – this gives you the chance to decide whether to accept it. To learn more about cookies and how to change your settings, please use the help function in your browser. The alerts will be quite frequent, however, and may eventually become annoying. You can use the Sites without cookies, but you may have to re-enter information each time you visit.

Note that we also use cookies for cross-device tracking and cross-contextual advertising purposes. These cookies are disclosed to our advertising providers, who use them to serve targeted advertising to devices connected to you via cross-device tracking. For example, when you visit our Sites, Google Analytics adds a cookie to distinguish you from other users and track your behavior across our Sites. We use this information to improve the user experience of the Sites. The cookie lasts for up to 2 years. You can read about this in the [Google Analytics Privacy Policy](#).

With your permission, the Sites utilize the Conversion Tracking Pixel service of Meta Platforms Inc. on Facebook (“Facebook”). This tool allows us to follow the actions of users after they are redirected to a provider’s website by clicking on a Facebook advertisement. We are thus able to record the efficacy of Facebook advertisements for statistical and market research purposes. The collected data remains anonymous. This means we cannot see the collected data of any individual user.

However, the collected data is saved and processed by Facebook. Facebook is able to connect the data with your Facebook account and use the data for their own advertising purposes, in accordance with Facebook’s Data Use Policy found under: <https://www.facebook.com/about/privacy/>.

Meta Conversion Tracking also allows Facebook and its partners to show you advertisements on and outside of Facebook. In addition, a cookie will be saved to your computer for these purposes.

Please click here if you would like to revoke your permission:
https://www.facebook.com/ads/website_custom_audiences/

Similarly, we may also collect information regarding the type of device, your operating system, the browser you use, your internet service provider, your domain name, your internet protocol (IP) address, the date and time that you accessed our service, the website that referred you to one of our Sites, the web pages you requested and the subject of the ads you click or scroll over, and use such information to evaluate service performance and service quality and to optimize the user’s experience of our Sites. To collect this information, we use cookies, web beacons and similar technologies.

10. Data Privacy Laws Outside of Canada

As of the “Last Revised” date indicated on this page, Pontem is not subject to the General Data Protection Regulation of the European Union or the United Kingdom, nor to any state-level data privacy laws of the U.S. in effect as of that date (including California, Connecticut, Colorado, Iowa, Montana, Oregon, Texas, Utah, or Virginia). Our Services are hosted in North America, and we transfer and process Personal Information from and to the United States and Canada. If you choose to use our Services from the European Union or other regions of the world with laws

governing data collection and use that may differ from U.S. or Canadian laws, then please note that you are transferring your Personal Information outside of those regions to the United States and to Canada for storage and processing. We may also transfer your Personal Information from North America to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Services. By providing any information, including Personal Information, on or to our Services, you consent to such transfer, storage, and processing.

Additionally, we may share certain Personal Information for cross-context behavioral advertising to show you targeted advertisements; however, we do not knowingly “sell” or “share” (as those terms are defined by U.S. data privacy laws) Personal Information about consumers under the age of 16.

11. Contacting us

Accountability with respect to your Personal Information is important to Pontem. In the event that you have any questions (including how Personal Information is managed by Pontem), complaints or concerns about this Privacy Policy, or if you have reason to believe that we may have failed to adhere to it, please contact us by sending an email. Questions regarding your rights and responsibilities under this Privacy Policy can be directed to us at info@pontemgrp.com.

Version 1, last revised: October 20, 2025