

Whitepaper: Marketplace Terms

DealFlow Bridge

A Transparent Marketplace for Private Investment Opportunities

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<https://dealflowbridge.com>

Executive Summary

DealFlow Bridge operates as a neutral, transparent digital marketplace that connects sponsors of private investment opportunities with accredited investors. Sponsors publish complete offering details—including terms, materials, target returns, fees, and structures—up front. Accredited investors review these materials and submit requests to participate on the exact published terms. The platform facilitates introductions but does not handle investor funds, act as a broker-dealer, provide investment advice, or guarantee outcomes.

This whitepaper details the operational and legal terms that govern the marketplace. These terms are designed to promote transparency, reduce friction, eliminate conflicts of interest, and ensure compliance with applicable U.S. securities laws (including Regulation D offerings under Section 506(c)). By clearly defining roles, responsibilities, and limitations, DealFlow Bridge creates an efficient environment for private market participants while emphasizing that all investment decisions remain the sole responsibility of the users.

All users agree to these Marketplace Terms (and the full Terms of Use available at <https://dealflowbridge.com/terms>) by accessing or using the platform.

1. Introduction to DealFlow Bridge Marketplace

Private investments—ranging from real estate, private credit, operating businesses, funds, and other alternative strategies—historically suffer from limited visibility, opaque terms, and high barriers to entry. DealFlow Bridge addresses these challenges by providing a centralized, sponsor-driven portal where investment opportunities are listed with full transparency.

The marketplace supports both public 506(c) general solicitation campaigns and invite-only or relationship-driven listings. It is built on three core principles:

- **Transparency:** All key terms are published by the sponsor and visible to qualified investors.
- **Neutrality:** The platform earns no success fees, carried interest, or placement fees.
- **Direct Connection:** Investors and sponsors communicate directly; the platform only facilitates the introduction.

2. Marketplace Mechanics

1. **Sponsor Listing Process** Sponsors (General Partners, fund managers, or deal sponsors) create detailed listings that include:
 - Investment thesis and strategy
 - Target returns, cash flow/yield expectations, and hold periods
 - Fee structure (management fees, carried interest, etc.)
 - Legal structure and jurisdiction
 - Offering documents, financial projections, and due-diligence materials
 - Minimum investment amounts and accreditation requirements
2. **Investor Review and Request** Accredited investors browse listings, download materials, and submit an “Invest” or “Express Interest” request directly on the published terms. Sponsors then engage directly with interested parties.
3. **Co-Investment and Network Participation** Investors may co-invest alongside their networks or capital connectors on the same published terms, promoting alignment and scale.
4. **No Platform Intermediation of Capital** All subscription documents, wire instructions, and closing processes occur directly between the investor and the sponsor or its administrator. DealFlow Bridge does not custody funds, process subscriptions, or act as an intermediary.

3. Participant Roles and Responsibilities

Sponsors / General Partners

- Responsible for the accuracy, completeness, and compliance of all listed materials.
- Must ensure offerings comply with applicable securities laws and only solicit accredited or qualified investors where required.
- Retain full control over final investment decisions and documentation.
- Agree not to misrepresent the platform’s role or imply endorsement by DealFlow Bridge.

Accredited Investors

- Must self-certify (and, where applicable, verify) accredited investor or qualified purchaser status.
- Conduct their own due diligence and consult independent legal, tax, and financial advisors.
- Understand that all communications from sponsors are not investment advice from the platform.

Capital Connectors / JV Co-Managers

- May introduce aligned capital or structure joint-venture opportunities provided they adhere to the same transparency and compliance standards.

4. Eligibility and Compliance

- The platform is available only to users who are at least 18 years old and who meet jurisdictional requirements.
- Investment-related features are restricted to accredited investors (as defined under Rule 501 of Regulation D) or other qualified categories under U.S. securities laws.
- Users must comply with all anti-money laundering (AML), know-your-customer (KYC), and sanctions requirements.
- DealFlow Bridge reserves the right to restrict or terminate access for any user who violates these terms or applicable law.

5. Fees and Platform Economics

DealFlow Bridge charges **no listing fees, no investor fees, and no success-based or placement fees**. The platform's model is deliberately aligned with participants: sponsors and investors interact on terms they negotiate directly. This structure eliminates traditional placement-agent conflicts and promotes fair, market-driven economics.

6. Platform Role and Limitations

DealFlow Bridge is a technology platform only. It:

- Does **not** provide investment, legal, tax, or financial advice.
- Does **not** endorse, verify, or guarantee the accuracy of sponsor materials.
- Does **not** act as a broker-dealer, funding portal, or registered investment adviser.
- Does **not** hold or transmit investor capital.

All offerings are private placements and involve substantial risk of loss of principal. Past or target performance is not indicative of future results.

7. Risk Disclosures and Disclaimers

Private investments are illiquid, complex, and subject to total loss. Key risks include:

- Market, credit, and liquidity risk
- Manager or sponsor execution risk
- Regulatory and tax changes
- Concentration risk

The platform and its affiliates expressly disclaim all warranties, express or implied. Listings are provided "as is" and investors must review all official offering documents. Full risk disclosures and disclaimers are available in the platform's Terms of Use and at the dedicated disclaimer page.

8. Intellectual Property and User Content

Users retain ownership of content they upload (listings, documents, messages). By posting, users grant DealFlow Bridge a limited, royalty-free license to host, display, and distribute that content solely for operating the marketplace. Users warrant that their content does not infringe third-party rights and complies with all laws.

The DealFlow Bridge brand, design, and software are proprietary and may not be copied or used without express permission.

9. Privacy and Data Protection

DealFlow Bridge maintains a comprehensive Privacy Policy (available at <https://staging.dealflowbridge.com/privacy>). User data is collected to facilitate marketplace connections, improve the service, and meet legal obligations. Data is not sold to third parties. Sharing occurs only with sponsors (upon investor request), service providers under contract, or as required by law.

10. Dispute Resolution and Governing Law

These Marketplace Terms are governed by the laws of the State of Delaware. Any disputes shall be resolved through binding arbitration administered by the American Arbitration Association in Wilmington, Delaware, on an individual basis. Users waive the right to participate in class actions.

11. Amendments and Termination

DealFlow Bridge may update these terms at any time; continued use constitutes acceptance. Users may stop using the platform at any time. The platform reserves the right to suspend or terminate accounts for violations of terms, legal risk, or inactivity.

Conclusion

The DealFlow Bridge marketplace is intentionally structured to maximize transparency and minimize conflicts. By publishing terms up front, eliminating platform fees, and keeping the platform strictly neutral, we enable sponsors and accredited investors to connect efficiently while retaining full control and responsibility for their own decisions.

We encourage all participants to conduct thorough due diligence and consult qualified advisors before making any investment. Questions regarding these Marketplace Terms or platform operation should be directed to help@dealflowbridge.com.

DealFlow Bridge
Transparent. Neutral. Efficient.

<https://dealflowbridge.com>

This whitepaper is for informational purposes only and does not constitute an offer to sell or a solicitation of an offer to buy any securities. All investments carry risk of loss.