Investment Agreement

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| SEEDTRIBE LIMITED  and  YOU |
| INVESTMENT Agreement |

**THIS INVESTMENT AGREEMENT is made on [DATE].**

**BETWEEN**

1. **SEEDTRIBE LIMITED** incorporated and registered in England and Wales with company number 09317471, whose registered office is at 238 St Margaret’s Road, Twickenham, Middlesex, TW1 1NL (the “**Nominee**”); and
2. [**INSERT NAME OF INVESTOR**], as a Platform Member (the “**Investor**”).
3. DEFINITIONS AND INTERPRETATION
   1. The definitions and rules of interpretation in this paragraph apply in this Agreement.

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| “**Acting in Concert**” | has the meaning given to that term in the City Code on Takeovers and Mergers; |
| “**Agreement**” | this investment agreement between the Nominee and the Investor; |
| “**Allocation Period**” | has the meaning given in paragraph 7.4; |
| “**Cancellation Right**” | has the meaning given in paragraph 6.1; |
| “**Change-of-Control**” | means in relation to the Investee Company, more than 50% of the voting rights attaching to the shares of the Investee Company are Sold or to be Sold to one person or group of persons Acting in Concert; |
| “**Client Subscription Account**” | an account for the Investee Company which will hold investor funds; |
| “**Co-Investors**” | has the meaning given in paragraph 7.1; |
| “**Committed Funds**” | means the total of:   * + 1. the Pledge and all amounts invested by Co-Investors which have been paid for as directed on the Platform; plus     2. any amounts that have been invested by existing shareholders of the Investee Company pursuant to pre-emption rights under the existing governing documents of the Investee Company; less     3. any amounts that have been cancelled pursuant to the exercise of Cancellation Rights. |
| “**Due Date**” | 7 days following the date that the Initial Funding Target is met; |
| “**EIS**” | means the Enterprise Investment Scheme administered within HM Revenue & Customs by the SCEC; |
| “**Exit Transaction**” | has the meaning given in paragraph 13.1.2; |
| “**Expiry Date**” | means the date the Pitch expires as stated on the Platform; |
| “**Final Closing Date**” | has the meaning given in paragraph 7.4; |
| “**Funding Round**” | has the meaning given in paragraph 3.1; |
| “**Inheritor**” | has the meaning given in paragraph 19.2; |
| “**GCEN**” | Global Currency Exchange Network, regulated by the FCA under the Payment Services Regulations 2009 (registration number 504346); |
| “**GCEN Balance**” | means the Investor’s GCEN account; |
| “**GCEN Fee**” | a fee charged by GCEN of 0.3% on the amount withdrawn, or such other fee as notified to the Investor from time to time; |
| “**Initial Funding Target**” | has the meaning given in paragraph 3.1; |
| “**Investee Company**” | has the meaning given in paragraph 3.1; |
| “**Investment Amount**” | means the amount actually used to purchase the Investor’s Shares pursuant to the process described in paragraph 8.1, which will be recorded in the Platform; |
| “**Investor’s Shares**” | has the meaning given in paragraph 3.2 and where the context permits includes any shares of an Investee Company arising on consolidation or subdivision of the Investor’s Shares or by virtue of any bonus or capitalisation issue made by the Investee Company in relation to the Investor’s Shares; |
| “**Management Fee**” | has the meaning given in paragraph 16.1; |
| “**Mandatory Exit Transaction**” | has the meaning given in paragraph 13.1.1; |
| “**Membership Agreement**” | the membership agreement between the Investor and SeedTribe Limited; |
| “**New Nominee**” | has the meaning given to it in paragraph 20.1; |
| “**Ordinary Shares**” | means full-risk ordinary shares which HM Revenue & Customs deem may be eligible for EIS and SEIS; |
| “**Party**” | means, the Investor or the Nominee, and together they are the “**Parties**”; |
| “**Personal Data**” | has the meaning given in the Privacy Policy applicable to the use of the Platform; |
| “**Pitch**” | means, with respect to the Funding Round, the Pitch set forth on the Platform and designated as the Pitch for the Investee Company; |
| “**Platform**” | has the meaning given in paragraph 2; |
| “**Platform Agreements**” | has the meaning given to it in paragraph 34.1; |
| “**Platform Member**” | means, a person who has joined the Platform as a member, including affirming assent to the relevant Membership Agreement, and whom the Nominee has approved as a member of the Platform; |
| “**Pledge**” | has the meaning given in paragraph 3.2; |
| “**Pre-Emption Offer**” | has the meaning given to it in paragraph 12.1.1; |
| “**SCEC**” | means the Small Company Enterprise Centre of HM Revenue & Customs; |
| “**Secondary Funding Closing Date**” | has the meaning given in paragraph 7.3; |
| “**Secondary Funding Period**” | a period of time during which Platform Members (including Co-Investors and the Investor) may agree to invest more than the Initial Funding Target; |
| “**Secondary Market Transaction**” | has the meaning given in paragraph 13.3; |
| “**Securities Act**” | means, the U.S. Securities act 1933, as amended; |
| “**SEIS**” | means the Seed Enterprise Investment Scheme administered within HM Revenue & Customs by the SCEC; |
| “**Sell**” | has the meaning given in paragraph 10.2, and “**Sale**” and “**Sold**” shall be construed accordingly; |
| “**shares**” or “**shareholde**r” | have the meaning given in paragraph 3.1; |
| “**Stock Market Transaction**” | has the meaning given to it in paragraph 13.4; |
| “**Total Investment Amount**” | has the meaning given in paragraph 7.4; and |
| “**Voluntary Exit Transaction**” | have the meaning given in paragraph 13.1.2. |

* 1. Paragraph headings shall not affect the interpretation of this Agreement. References to paragraphs are to the paragraphs of this Agreement.
  2. A reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  3. Words in the singular shall include the plural and vice versa.
  4. A reference to one gender shall include a reference to the other genders.
  5. A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party.
  6. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status or legal concept is, in respect of any jurisdiction other than England and Wales, deemed to include what most nearly approximates in that jurisdiction to the English legal term.
  7. A reference to “writing” or “written” includes e-mail.
  8. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
  9. A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this Agreement) at any time.
  10. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative, and shall not limit the sense of the words preceding those terms.
  11. Any use of the terms “you must”, “you shall”, “you may only”, “you may not” or similar terms mean that, in agreeing to the terms of this Agreement, you expressly agree to be bound by whatever action or commitment such terms reference.

1. INTRODUCTION

The Nominee offers a service that provides entrepreneurs with a platform to pitch ideas to and obtain investment from investors, and provides investors with a mechanism to invest in those ideas and businesses which, based on their own independent decision, they choose to support (the “**Platform**”).

1. BACKGROUND TO TRANSACTION
   1. [**INSERT INVESTEE COMPANY NAME**] (the “**Investee Company**”) is conducting a fundraising round (the “**Funding Round**”) pursuant to which they are seeking to raise £[**INSERT AMOUNT**] (the “**Initial Funding Target**”) in exchange for equity, equity-like interests or other securities or instruments (which are referred to collectively in this Agreement as “**shares**” and “**shareholder**” shall be construed accordingly) in the Investee Company, subject to paragraph 8.3).
   2. The Investor wishes to participate in the Funding Round by investing the amount indicated by the Investor on the Platform (the “**Pledge**”) in exchange for shares in the Investee Company (the “**Investor’s Shares**”), conditional upon the Funding Round being completed as described in paragraph 7.4. The number and type of shares which constitute the Investor’s Shares shall be determined pursuant to the information set forth in the Pitch and shall be recorded on the Platform. For the purposes of this Agreement if, as set forth in the Pitch, the shares issued by the Investee Company as described in paragraph 8.1 constitute rights to or convertible into other types of shares in the Investee Company at a later date, the Investor’s Shares shall also mean those other types of shares.
   3. In order to give effect to the wishes of the Investor, as set forth in paragraphs 3.1 and 3.2, the Investor wishes to appoint the Nominee as the nominee of the Investor to purchase, manage and hold the Investor’s Shares on the Investor’s behalf in the event that the Funding Round is completed. The Nominee is a firm that is authorised and regulated by the Financial Conduct Authority whose business is to maintain the Platform and manage investments made through it for Investors.
2. AGREEMENT TO INVEST
   1. The Investor hereby agrees to:
      1. purchase the Investor’s Shares on the terms and subject to the conditions set forth in this Agreement; and
      2. pay the Pledge for the Investor’s Shares on or prior to the Due Date. If the Investor invests after the Due Date, payment of the Pledge for the Investor’s Shares will be due immediately. Payment must be made as directed on the Platform, unless otherwise agreed with the Nominee.
   2. In making the agreement set forth in paragraph 4.1, the Investor agrees and acknowledges that:
      1. they have done so based solely on the information contained in the approved Pitch (which, for the avoidance of doubt, does not include the “Q&A”, “Endorsements” or “Updates” sections) and such independent knowledge as the Investor may have, and understands that no information about the Investee Company other than what is set forth in the Pitch itself has been reviewed or approved by the Nominee (including any documents or information provided by the Investee Company to the Investor via the Platform or otherwise);
      2. that by making an investment through the Platform in no way constitutes a recommendation by the Nominee concerning an investment nor investment advice or an inducement to invest in the Investee Company;
      3. they have read and understood the Risk Warnings set forth in the Membership Agreement and fully accept the risks described therein and any other risks inherent in investing in businesses like the Investee Company; and
      4. the Nominee reserves the right to reject the Investor’s investment or payment for any reason or no reason, and the Nominee will not be obliged to explain its decision.
   3. The Investor acknowledges and agrees that the individual(s) who manage the Investee Company may, at any time before the Secondary Funding Period, improve the terms of the shares offered in the Pitch. For the avoidance of doubt, any such changes will not affect the operation of this Agreement which shall continue in force and effect.
3. APPOINTMENT OF NOMINEE
   1. The Investor hereby appoints the Nominee as the Investor’s nominee with respect to the Investor’s Shares, and the Nominee hereby accepts such appointment, in each case on the terms and subject to the conditions set forth in this Agreement.
   2. The Investor hereby acknowledges and agrees that, following the Final Closing Date, the Nominee shall:
      1. use the Investment Amount to purchase the Investor’s Shares on behalf of the Investor in accordance with paragraph 8.1;
      2. hold and manage the Investor’s Shares as nominee of the Investor in accordance with the terms of this Agreement;
      3. appoint a nominated custodian to be legal shareholder of the Investor’s Shares in its capacity as nominee of the Investor; and
      4. have and claim no beneficial or other interest in the Investor’s Shares except in its capacity as nominee of the Investor, in each case on the terms and subject to the conditions set forth in this Agreement.
   3. The Investor and the Nominee each agree that the relationship between them shall be that of principal and nominee only, that there is no intention to create a relationship of partnership between the Nominee and the Investor, and that this Agreement should not be construed to create any partnership or other form of joint venture between the Nominee and the Investor.
   4. Although the Nominee shall be the nominee of the Investor in relation to the Investor’s Shares, the Investor irrevocably agrees that it shall not be entitled to direct the actions of the Nominee in relation to the Investor’s Shares or to call for the transfer of the Investor’s Shares to the Investor or any other person or to otherwise exercise any rights which the Investor may have as beneficial owner of the Investor’s Shares, except as expressly provided for in this Agreement.
4. CANCELLATION RIGHTS
   1. The Investor may exercise the right to cancel his or her investment as set out on the Platform at any time before the Due Date (the “**Cancellation Right**”). If the Investor fails to complete payment for the Investor’s Shares by the time such payment is due pursuant to paragraph 4.1.2, the Nominee may deem the Investor to have cancelled their investment.
   2. If the Investor exercises his or her Cancellation Right after paying for the Investor’s Shares as directed on the Platform, such amount shall be kept in the Investor’s GCEN Balance and can be used for any future investments made through the Platform, unless withdrawn by the Investor. If the Investor chooses to withdraw funds from their GCEN Balance, this will be subject to the GCEN Fee. If the Investor exercises his or her Cancellation Right this Agreement and the nominee arrangement contemplated hereby shall terminate in accordance with paragraph 23.1.
5. CO-INVESTORS AND CLOSING
   1. The Nominee and/or any of its affiliates may enter into separate investment agreements with other Platform Members who wish to invest in the shares of the Investee Company through the Platform as part of this Funding Round (“**Co-Investors**”). Any such agreement must be on similar terms as this Agreement but the amount invested by the Co-Investor, and so the number of shares received by such Co-Investor, may be different from that of the Investor, provided that the ratio between them is the same (subject to any exchange rate fluctuation).
   2. If the Committed Funds reach the Initial Funding Target, the Pitch may enter into the Secondary Funding Period. At the date of this Agreement the Pitch may have already entered the Secondary Funding Period.
   3. Provided that the Committed Funds are equal to or greater than the Initial Funding Target, the Secondary Funding Period shall end on the earlier of the date on which:
      1. the individual(s) who manage the Investee Company decide to close the Funding Round; and
      2. the Nominee decides to close the Funding Round,

(the “**Secondary Funding Closing Date**”).

* 1. After the Secondary Funding Closing Date, the Funding Round shall enter into an allocation period (the “**Allocation Period**”), during which no further investments may be made by the Investor or any other Platform Member. During the Allocation Period the individual(s) who manage the Investee Company shall decide how much of the Committed Funds they will accept, provided that they must accept at least the Initial Funding Target (or nothing at all), subject to any other decision reasonably taken by the Nominee (the “**Total Investment Amount**”). As a result, it may be that only part of the Pledge will be allocated to purchase the Investor’s Shares, or none of the Pledge will be allocated meaning that the Investor’s Shares will not be purchased, in which case the Nominee shall notify the Investor and part or all of the Pledge will be retained in the Investor’s GCEN Balance and can be used for any future investments made through the Platform, unless withdrawn by the Investor. If the Investor chooses to withdraw funds from their GCEN Balance, this will be subject to the GCEN Fee. The Allocation Period shall be closed on the date on which Committed Funds have been allocated up to the Total Investment Amount (the “**Final Closing Date**”).
  2. If the Initial Funding Target is not reached by the Expiry Date, the Funding Round shall expire on the Expiry Date and the Nominee shall notify the Investor and the Co-Investors that it will not complete the investment in the Investee Company and the Pledge will be retained in the Investor’s GCEN Balance and can be used for any future investments made through the Platform, unless withdrawn by the Investor. If the Investor chooses to withdraw funds from their GCEN Balance, this will be subject to the GCEN Fee.

1. PURCHASE OF INVESTOR’S SHARES
   1. Following the Final Closing Date:
      1. the Nominee shall execute a subscription agreement and/or other agreement(s) in respect of the investment in the Investee Company as nominee of the Investor and the Co-Investors;
      2. the Total Investment Amount shall be released to the Investee Company, less a fee charged by the Nominee and/or its affiliates to the Investee Company (which will be calculated in accordance with the fees information set out on the Platform, unless otherwise agreed between the Nominee and the Investee Company), in exchange for the shares in the Investee Company being issued to the Nominee as nominee for the Investor and the Co-Investors; and
      3. the Nominee shall arrange for legal title of the shares of the Investee Company which it holds as nominee to be registered in the name of a nominated custodian on behalf of the Investor and the Co-Investors. In this Agreement where reference is made to the Nominee being, or exercising the rights of, the registered legal shareholder of the shares in the Investee Company on behalf of the Investor and the Co-Investors, it shall be understood to mean the Nominee’s nominated custodian acting on the instructions of the Nominee on behalf of the Investor and the Co-Investors.
   2. If, as set forth in the Pitch, the shares issued by the Investee Company pursuant to paragraph 8.1 constitute rights to or convertible into other types of shares in the Investee Company at a later date, the Nominee may be required, at the time such other shares are issued, to enter into a subsequent subscription agreement and/or other agreement(s) with the Investee Company (which may replace the agreement(s) referred to at paragraph 8.1.1) as nominee of the Investor and the Co-Investors and arrange for legal title of those other types of shares to be registered in the name of the nominated custodian on behalf of the Investor and the Co-Investors.
   3. If, as set forth in the Pitch, the Investee Company constitutes more than one entity, the process described in this paragraph 8 in respect of the Investee Company shall apply in respect of each such entity, and the references to the Total Investment Amount in paragraph 8.1.2 shall be understood to mean the relevant portion of the Total Investment Amount invested, or allocated to be invested, in each such entity. For the purpose of the remainder of this Agreement, where the Investee Company constitutes more than one entity, references to the Investee Company shall be understood to mean each such entity, and references to the Investor’s Shares shall be understood to mean the relevant portion of Investor’s Shares in each such entity.
2. EIS/SEIS RELIEF
   1. In the event that the Investee Company is described as EIS and/or SEIS eligible in the Pitch, there are a number of steps that must be completed before the Investor may be eligible to claim EIS or SEIS relief, including but not limited to:
      1. the Investor’s Shares being issued as Ordinary Shares;
      2. the Investee Company making a number of filings with the SCEC, in order to be deemed an eligible EIS or SEIS entity (or entities);
      3. the Investee Company complying with a number of rules established by HM Revenue & Customs, in order to be and to continue to be an eligible EIS or SEIS entity (or entities);
      4. the Investor’s Shares being approved by the SCEC as eligible for EIS or SEIS relief; and
      5. the Investor being approved by the SCEC as eligible for EIS or SEIS relief.
   2. The Nominee has implemented a number of measures to ensure that, if the Investee Company is described as EIS and/or SEIS eligible, it is as likely as possible that the Investor’s Shares shall be deemed to be eligible for EIS or SEIS relief by the SCEC, but the Nominee does not guarantee that the Investor’s Shares shall be eligible for such relief, and the Investor acknowledges that there are circumstances where the SCEC may require recovery of such relief (including, but not limited to, if there are changes to the SEIS or EIS rules, or if a shareholder reward or benefit results in the Investor’s Shares being ineligible for EIS or SEIS relief).
   3. If the Investee Company is described as both EIS and SEIS eligible, SEIS will apply up to the limit stated in the Pitch, and EIS will apply to the remainder of the Total Investment Amount.
   4. If the Investor is resident in the United Kingdom (as indicated by the address provided by the Investor on the Platform) or else notifies the Nominee that they wish to apply for EIS or SEIS relief in respect of the Investor’s Shares:
      1. the Nominee shall send any relevant documentation which is sent by the SCEC with respect to EIS or SEIS relief to the Investor by email as soon as reasonably practicable after the Nominee receives such documentation;
      2. the Nominee shall supply the Investee Company with the Investor’s personal details provided via the Platform for the purposes of filing any documentation required for the purposes of obtaining EIS or SEIS relief; and
      3. the Investor shall supply the Nominee with such information relating to the Investor as the Nominee may require in connection with any application for EIS or SEIS relief.
   5. The Nominee shall not be responsible for ensuring that the Investee Company takes any steps which are required to be taken to enable the Investor’s Shares to be eligible for EIS or SEIS relief, including but not limited to the filing of any documentation or the compliance with any applicable rules. The Nominee shall not be liable to the Investor, and hereby disclaims to the fullest extent permissible by law, all liability for any losses or damages incurred by the Investor resulting from or related to any failure by the Investee Company to take any steps required to be taken by it to enable the Investor to claim EIS or SEIS relief or any failure of the Investor’s Shares to be deemed eligible for EIS or SEIS relief or if EIS or SEIS relief is withdrawn or is not otherwise available for any reason.
   6. The Investor acknowledges that the Nominee may, in the exercise of its powers under this Agreement and any other agreement under which it holds shares of the Investee Company as Nominee for Platform Members, take or approve or acquiesce in the taking of steps which may lead to the loss of tax relief if, in its absolute discretion, it believes it is in the best interests of the Investor and the other Platform Members owning shares of the Investee Company taken together as a group, having regard only to the shares of the Investee Company held by the Nominee on their behalf. The Nominee shall not be liable to the Investor, and hereby disclaims to the fullest extent permissible by law, all liability for any losses or damages thereby incurred by the Investor as a result of the Nominee’s exercise of such powers.
3. HOLDING OF INVESTOR’S SHARES
   1. Following completion of the purchase of the Investor’s Shares pursuant to paragraph 8.1 and at all times until this Agreement and the nominee arrangement is terminated pursuant to paragraph 23, the Nominee shall hold the Investor’s Shares as it believes to be in the best interests of the Investor and the Co-Investors taken together as a group, having regard only to the shares of the Investee Company held by the Nominee on their behalf, including:
      1. casting votes;
      2. issuing or refusing to issue consents or approvals;
      3. approving or declining to approve any Exit Transaction; and
      4. taking or not taking any other actions to which the Nominee is entitled by virtue of being the legal shareholder of the Investor’s Shares.
   2. Notwithstanding paragraph 10.1, the Nominee shall only sell, transfer or otherwise dispose of (“**Sell**”) the Investor’s Shares in accordance with paragraphs 13, 20 or 21.
4. RIGHT TO NOTICES AND VOTES
   1. Notwithstanding paragraph 10.1, the Nominee shall arrange for the Investor to receive details of any meetings of the shareholders of the Investee Company, and any other information issued to shareholders of the Investee Company, if the Investor at any time in writing requests such details and information.
   2. In the event that the Investor has requested details of meetings of the shareholders of the Investee Company pursuant to paragraph 11.1, the Investor shall be entitled, as a matter of right, to require the Nominee to appoint the Investor as its proxy to vote the Investor’s Shares as the Investor may see fit at any meeting of shareholders of the Investee Company.
5. PRE-EMPTION OFFERS
   1. The constitutional documents of the Investee Company, the terms of any subscription agreement or other agreement(s) in respect of the investment in the Investee Company, or any legislation or rules to which the Investee Company is subject, may give the Investor (together with any Platform Members for whom the Nominee holds shares in the Investee Company and other shareholders of the Investee Company) the right to be offered new shares of the Investee Company (or securities giving rights to or convertible into such shares) or to purchase existing shares of the Investee Company before they are offered to third parties. The Investor acknowledges that:
      1. if an Investee Company makes such an offer (a “**Pre-Emption Offer**”), any such offer may be made to the Investor either through the Platform in the same way as the shares offered under this Agreement, in which case any shares issued pursuant to the Pre-Emption Offer will be subject to the same nominee arrangements as those referred to in this Agreement, or using any other method as prescribed by the Nominee from time to time;
      2. if a Pre-Emption Offer is made to the Investor as described in paragraph 12.1.1 the Nominee will not accept or decline on the Investor’s behalf but will inform the Investor with respect to the Pre-Emption Offer as soon as reasonably practicable;
      3. any such Pre-Emption Offer will typically be subject to the Investor accepting it within a designated period of time; and
      4. notwithstanding the provisions of paragraphs 12.1.1 to 12.1.3, and subject to paragraph 12.2 below, the Nominee may decide to waive the right to a Pre-Emption Offer on behalf of the Investor if it believes such decision to be in the best interests of the Investor and the other Platform Members owning the shares of the Investee Company taken together as a group, having regard only to the shares of the Investee Company held by the Nominee on their behalf.
   2. If the Nominee decides to waive the right to a Pre-Emption Offer on behalf of the Investor, in accordance with paragraph 12.1.4 above, the Investor will be notified of the Nominee’s intention to waive the Pre-Emption Offer [through the Platform] and the Investor shall then have 7 days from the date of such notice to notify the Nominee if it wishes to object to such waiver. If no objection is received within the said timeframe, the Investor will be deemed to have agreed with such waiver.
6. SALE OF INVESTOR’S SHARES

The Nominee may Sell the Investor’s Shares in accordance with the following provisions.

* 1. In the event that the Investee Company or some or all of its shareholders (whether or not including the Nominee) enter into either:
     1. a transaction in which the Investee Company’s shareholders, including the Nominee on behalf of the Investor, are required to Sell certain shares they hold pursuant to the constitutional documents of the Investee Company, the terms of any subscription agreement or other agreement(s) in respect of the investment in the Investee Company, or any legislation or rules to which the Investee Company is subject (a “**Mandatory Exit Transaction**”); or
     2. a Change-of-Control transaction or initial public offering process pursuant to which the Investee Company’s shareholders, including the Nominee on behalf of the Investor, are entitled to Sell certain shares they hold pursuant to the constitutional documents of the Investee Company, the terms of any subscription agreement or other agreement(s) in respect of the investment in the Investee Company, or any legislation or rules to which the Investee Company is subject (a “**Voluntary Exit Transaction**”, and together with a Mandatory Exit Transaction, an “**Exit Transaction**”),

the Nominee shall Sell such Investor’s Shares pursuant to such Exit Transaction, subject to paragraph 13.2 below.

* 1. In the case of a Voluntary Exit Transaction only, the Investor will be notified [through the Platform] of the Nominee’s right (on behalf of the Investor) and intention to Sell such shares pursuant to such Voluntary Exit Transaction and the Investor shall then have 7 days from the date of such notice to notify the Nominee if it wishes to object to such Sale. If no objection is received within the said timeframe, the Investor will be deemed to have agreed with such Sale.
  2. To the extent that the Investee Company is not listed or admitted to trading on a public securities exchange, in the event that an opportunity arises for the Nominee to Sell some or all of the Investor’s Shares other than pursuant to an Exit Transaction (a “**Secondary Market Transaction**”), and the Nominee believes that the Secondary Market Transaction represents a bona fide and reasonable opportunity for the Investor:
     1. the Nominee shall provide the Investor with such information about the Secondary Market Transaction as is reasonably practicable and shall request instructions from the Investor, within a designated period of time, as to whether to Sell such Investor’s Shares;
     2. if the Investor instructs the Nominee to Sell such Investor’s Shares, the Nominee shall use its reasonable endeavours to Sell such Investor’s Shares pursuant to the terms of the Secondary Market Transaction, and the Investor acknowledges that:
        1. the Secondary Market Transaction may be subject to pre-conditions and the willingness to proceed of the counter-party to the Secondary Market Transaction; and
        2. in the case of competition to Sell shares in a Secondary Market Transaction, the number of the Investor’s Shares to be Sold may be scaled back in such manner as may be agreed by the Nominee and the other parties to the Secondary Market Transaction; and
     3. if the Investor instructs the Nominee not to Sell such Investor’s Shares or does not provide the Nominee with instructions in the period of time designated by the Nominee, the Nominee shall not Sell such Investor’s Shares and instead shall continue to them as nominee of the Investor in accordance with the terms of this Agreement.
  3. To the extent that the Investee Company is listed or admitted to trading on a public securities exchange, the Investor may request that the Nominee approaches its nominated stockbroker in respect of Selling some or all of the Investor’s Shares. The Investor acknowledges that the fact that the Investee Company being listed or admitted to trading on a recognised stock exchange does not automatically mean that there will be an opportunity to Sell the Investor’s Shares. If an opportunity arises for the Nominee to Seller the Investor’s Shares (a “**Stock Market Transaction**”):
     1. the Nominee shall provide the Investor with such information about the Stock Market Transaction as is reasonably practicable and shall request instructions from the Investor, within a designated period of time, as to whether to Sell such Investor’s Shares;
     2. if the Investor instructs the Nominee to Sell such Investor’s Shares, the Nominee shall use its reasonable endeavours to Sell such Investor’s Shares pursuant to the terms of the Stock Market Transaction, and the Investor acknowledges that:
        1. the Stock Market Transaction may be subject to pre-conditions and the willingness to proceed of the counter-party to the Stock Market Transaction; and
        2. in the case of competition to Sell shares in a Stock Market Transaction, the number of the Investor’s Shares to be Sold may be scaled back in such manner as may be agreed by the Nominee and the other parties to the Stock Market Transaction; and
     3. if the Investor instructs the Nominee not to Sell such Investor’s Shares or does not provide the Nominee with instructions in the period of time designated by the Nominee, the Nominee shall not Sell such Investor’s Shares and instead shall continue to them as nominee of the Investor in accordance with the terms of this Agreement.
  4. If the Nominee Sells some or all of the Investor’s Shares pursuant to paragraph 13.1 to 13.4, then:
     1. with respect to any cash received in consideration of such Investor’s Shares, the Nominee shall, as soon as practicable after receiving such cash, distribute it to the Investor by crediting it to the Investor’s GCEN Balance, subject to any Management Fee and any fee payable to the Nominee’s nominated stockbroker; and
     2. with respect to any non-cash property received in consideration of such Investor’s Shares, hold or Sell such property as nominee of the Investor in accordance with paragraph 15.
  5. To the extent the Nominee exercises its rights to Sell the Investor’s Shares pursuant to this paragraph 13, or otherwise in accordance with this Agreement, the Investor hereby (i) irrevocably agrees that the beneficial interest in the Investor’s Shares shall be deemed to be transferred on such Sale; and (ii) agrees, to the extent required by any buyer of such Investor’s Shares, to execute any documents required or requested.

1. DISTRIBUTIONS FROM THE INVESTEE COMPANY
   1. If the Investee Company pays a cash dividend or makes a cash distribution to the holders of its shares, the Nominee shall, as soon as practicable after receiving such dividend or distribution, distribute it to the Investor by crediting it to the Investor’s GCEN Balance in accordance with the proportion of shares they hold, subject to any Management Fee.
   2. In the event that the Investee Company makes a distribution of property other than cash to the holders of its shares, the Nominee shall hold or Sell such property as nominee of the Investor in accordance with paragraph 15.
2. NON-CASH PROPERTY
   1. In the event that at any time the Nominee receives property, other than the Investor’s Shares or cash, on behalf of and as nominee of the Investor, the Nominee shall hold such property in the interests of the Investor and any other Platform Members on whose behalf the Nominee also holds that property or a part of that property or linked property (the Investor and such other Platform Members taken together as a group, having regard only to their interests in such property) until such time as the property is Sold or transferred pursuant to paragraph 15.2.
   2. The Nominee shall transfer the legal ownership of the non-cash property to the Investor, at the Investor’s cost, as soon as reasonably practicable. In the event that it is not practicable to transfer the legal ownership of such non-cash property, the Nominee may Sell some or all of any non-cash property described in paragraph 15.1 at any time, in any manner and for any consideration it deems advisable in its discretion and in the interests of the Investor and any other Platform Members on whose behalf the Nominee also holds that property or a part of that property or linked property (the Investor and such other Platform Members taken together as a group, having regard only to their interests in such property).
   3. If the Nominee receives cash in consideration of property it Sells pursuant to paragraph 15.2, the Nominee shall treat it in the same way as the Nominee would treat cash received in consideration of the Sale of the Investor’s Shares pursuant to paragraph 13.5.1.
   4. If the Nominee receives non-cash property in consideration of property it Sells pursuant to paragraph 15.2, the Nominee shall treat it in the same way as the Nominee would treat non-cash property received in consideration of the Sale of the Investor’s Shares pursuant to paragraph 13.5.2.
3. MANAGEMENT FEE
   1. As consideration for its services as nominee of the Investor and its management services in relation to the Investor’s Shares, unless otherwise stated in the Pitch, the Nominee shall be entitled to a fee equal to 7.5% of all sums distributed to the Investor in respect of the Investor’s Shares (which shall include, but not be limited to, dividends, proceeds of sale and other cash returns) or in respect of non-cash property received in consideration of the Investor’s Shares, in excess of the Investment Amount (the “**Management Fee**”). For the avoidance of doubt, where the Investee Company constitutes more than one entity, the Management Fee shall apply in respect of each such entity, and references the Investment Amount in this paragraph 16 shall be understood to mean the relevant portion of Investment Amount invested in each such entity.
   2. To give effect to paragraph 16.1, if the Nominee makes a distribution pursuant to paragraph 13.5.1, 14.1 or 15.3 (or otherwise in accordance with this Agreement):
      1. to the extent that the sum of all distributions that have been made in respect of the Investor’s Shares pursuant to any of those paragraphs or otherwise (including this distribution) is equal to or less than the Investment Amount, the Nominee shall distribute to the Investor 100% of the nominal amount of the distribution; and
      2. to the extent that the sum of all distributions that have been made in respect of the Investor’s Shares pursuant to any of those paragraphs or otherwise (including this distribution) exceeds the Investment Amount, the Nominee shall distribute to the Investor 92.5% of the nominal amount of the distribution and shall retain for itself the remaining 7.5% of the nominal amount of the distribution as the Management Fee.
4. OBLIGATIONS OF NOMINEE, LIMITATIONS OF LIABILITY AND INDEMNITY
   1. In taking the actions and fulfilling the obligations set forth in this Agreement, the Nominee shall exercise reasonable care and act in what it believes to be the best interests of the Investor. The Investor acknowledges and expressly agrees that in certain circumstances it may be necessary for the Nominee not to take an action or fulfil an obligation set forth in this Agreement if precluded by a contractual arrangement with the Investee Company which the Nominee has entered into in the belief that such contractual arrangement is in the best interests of the Investor. The Investor also acknowledges that the Nominee has like duties to the other Platform Members on whose behalf the Nominee acquires and holds shares of the Investee Company and that in determining whether its actions are in the best interests of the Investor:
      1. the Nominee shall be entitled to regard an action as in the best interests of the Investor if it regards it as being in the best interests of the Investor and such other Platform Members as a group; and
      2. the Nominee shall be entitled to have regard only to the interests of the Investor and any other Platform Members in relation to the shares of the Investee Company held by the Nominee on their behalf.
   2. The Nominee shall not be liable to the Investor, and hereby disclaims to the fullest extent permissible by law all liability, for:
      1. any losses or damages resulting from or related to actions taken or omitted to be taken by the Nominee in connection with matters contemplated by this Agreement, including, without limitation, actions in connection with paragraphs 8 through 16, except to the extent that such losses are the direct result of fraud, wilful default or gross negligence on the part of the Nominee;
      2. any indirect, consequential, special or punitive loss, damage, cost or expense, unforeseeable losses or damages, loss of profit, loss of business, lost or wasted management time or time of other employees, loss of reputation, depletion of goodwill or loss, damage or corruption of data; and
      3. any acts or omissions of the Investor, or any broker, settlement agent, depository, clearing or settlement agent or system.
   3. Without prejudice to paragraph 17.2, in no event shall the Nominee be liable to the Investor for more than the total amount invested by the Investor in the shares of the Investee Company pursuant to this Agreement. The Nominee’s liability to the Investor under this Agreement is limited to any losses directly associated with the act or omission that gave rise to the liability. The Nominee will not be liable for any damage or loss suffered by the Investor which the Nominee could not reasonably have foreseen.
   4. Nothing in this Agreement shall exclude or limit (i) the Nominee’s liability for personal injury or death, resulting from the negligence caused by the Nominee; (ii) the Nominee’s liability for any losses suffered by the Investor as a direct result of the wilful default, gross negligence or fraud of the Nominee; (iii) or any other liability the exclusion or limitation of which is not permitted by applicable law or regulation.
   5. If the Nominee cannot carry out its obligations under this Agreement due to circumstances beyond its reasonable control (for example, because of failure of computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes, accident, vandalism, malicious damage, war or terrorism, failure of third parties to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority (including changes to applicable regulations), the absence of, or inaccuracy in any information provided to the Nominee by the Investor), the Nominee will, where possible, take such reasonable steps as it can as soon as possible following any delay or failure.
   6. The Nominee will not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Agreement. If, notwithstanding this provision, the Nominee does so, it will be entitled upon notice to the Investor to make such deductions from the Investor’s Shares or any income or capital arising from them or to Sell all or any of the Investor’s Shares and make such deductions from the proceeds of sale as may be required to reimburse any loss or liability suffered.
   7. The Investor may be liable to pay taxes on any dividends or other returns received in respect of the Investor’s Shares, which may vary depending where the Investee Company is incorporated and has its place of business. The Investor is entirely responsible for paying any such taxes and the Nominee shall bear no responsibility whatsoever in respect of them (save making any deductions or withholdings which the Nominee is required by the law to make), including, without limitation, notifying the Investor of any obligations that have or may have arisen.
   8. The Investor undertakes to indemnify the Nominee and its affiliates and any of their respective directors, officers and employees (or former directors, offices and employees) fully against all claims, losses, costs, expenses, damages or liability which they sustain or incur as a result of any action taken by them in good faith pursuant to this Agreement (including any cost incurred in enforcing this indemnity).
5. GENERAL PROHIBITION ON TRANSFER
   1. The Investor may not transfer any of the Investor’s Shares except:
      1. pursuant to an Exit Transaction in accordance with paragraph 13.1.2;
      2. pursuant to a Secondary Market Transaction in accordance with paragraph 13.3; or
      3. pursuant to a Stock Market Transaction in accordance with paragraph 13.4.
   2. Any purported transfer of any of the Investor’s Shares in contravention of this paragraph 18 shall be null and void.
   3. For the purpose of this paragraph 18, transfer includes the transfer, assignment or other disposal of a beneficial or other interest in the Investor’s Shares or the creation of a trust or encumbrance over the Investor’s Shares.
6. DEATH
   1. In the event of the death of the Investor, the Nominee shall hold the Investor’s Shares and any property received in consideration of Investor’s Shares as nominee for their estate on and subject to the terms of this Agreement until such time as the beneficial interest in the Investor’s Shares and any property received in consideration of Investor’s Shares is transferred pursuant to paragraph 19.2.
   2. If the Nominee receives instructions from the personal representative, executor or heir of the Investor following the Investor’s death indicating to whom the beneficial interest in the Investor’s Shares and/or any property received in consideration of Investor’s Shares should be transferred (the “**Inheritor**”) together with evidence to the satisfaction of the Nominee of the instructing party’s authority to give such instructions:
      1. the Nominee shall instruct such Inheritor to join the Platform through the means provided on the Platform, provided, that if such Inheritor is not eligible to join as a Platform Member, the Nominee will create a special membership on their behalf that entitles them to exercise rights with respect to the inherited Investor’s Shares and/or any property received in consideration of Investor’s Shares (subject to and on the terms of an inheritor nominee agreement) but take no other actions through the Platform; and
      2. at such time as the Inheritor executes an inheritor nominee agreement in the form and manner prescribed by the Nominee:
         1. the estate of the deceased Investor shall cease to be the beneficial owner of the Investor’s Shares and any property received in consideration of Investor’s Shares; and
         2. the Inheritor shall be, and the Nominee shall treat the Inheritor as being, the beneficial owner of the Investor’s Shares and any property received in consideration of Investor’s Shares.
7. REPLACEMENT OF NOMINEE
   1. The Nominee may, at any time and entirely at its discretion, appoint any other person, corporate entity, body or organisation as a replacement Nominee (a “**New Nominee**”) provided that the Nominee is satisfied that such New Nominee is competent to perform the obligations of the Nominee under this Agreement, and that the New Nominee agrees to be bound by such obligations, before the departing Nominee can be released from such obligations.
   2. Upon a New Nominee’s acceptance of an appointment pursuant to paragraph 20.1:
      1. the New Nominee shall be deemed the Nominee for all purposes of this Agreement, including, without limitation, for receiving any Management Fee and for appointing a further New Nominee, provided, that such New Nominee may choose to make communications and distributions pursuant to methods other than those set forth in this Agreement so long as doing so does not prejudice the substantive interests of the Investor; and
      2. the departing Nominee shall cease to be the Nominee and shall no longer be bound by this Agreement (except the provisions that survive termination pursuant to paragraph 32).
8. NOMINEE’S RELEASE OF INVESTOR’S SHARES TO THE INVESTORS
   1. The Nominee may transfer legal ownership of some or all of the Investor’s Shares to the Investor or, where relevant, his or her estate at any time if:
      1. the Nominee concludes that it is no longer in a position to hold and manage such Investor’s Shares in the best interests of the Investor and in compliance with all applicable laws and regulations, and the Nominee has not appointed a New Nominee pursuant to paragraph 20;
      2. it reasonably appears to the Nominee that the Investee Company is likely to be stagnant for the foreseeable future, meaning that it is unlikely to produce significant returns for the Investor and its other investors but does not intend to wind up its business or otherwise cease to exist; or
      3. if the Investor’s access to the Platform is terminated, in accordance with the terms of the Membership Agreement.
   2. Any transfer of legal ownership of the Investor’s Shares pursuant to paragraph 21.1 will, if the Nominee or the Investee Company requires, be subject to the Investor or his or her estate agreeing to be bound by the terms of any shareholders’ agreement or similar document in place in relation to the Investee Company at the time of transfer.
   3. The Investor expressly agrees and acknowledges that, in the event that the Nominee exercises its right under paragraph 21.1, the Investor will become the legal, in addition to beneficial, owner of such Investor’s Shares and the Nominee’s obligations as nominee of such Invertor’s Shares under this Agreement will terminate, and the Investor recognises that, among other things, this means that they would need to incur the administrative and other burdens of managing such Investor’s Shares.
9. REGULATIONS
   1. The Nominee and the Investor hereby acknowledge and agree that:
      1. the issuance of the Investor’s Shares in accordance with paragraph 8.1 is intended to qualify for the safe harbour from registration under the Securities Act pursuant to Regulation S thereunder;
      2. the Investor warrants that as at the date of this Agreement they are not physically present in the United States, nor will they be physically present in the United States when the Funding Round is completed;
      3. the Investor’s Shares will not be registered under the Securities Act at the time of their issue and for a period of at least one year thereafter;
      4. the Investor’s Shares may not be offered, Sold or transferred within the United States or to or for the account or benefit of any United States person, other than pursuant to registration under the Securities Act or under an applicable exemption from registration;
      5. hedging transactions involving the Investor’s Shares may only be conducted in compliance with the Securities Act; and
      6. any offer, Sale or transfer of the Investor’s Shares must be subject to the following conditions:
         1. the purchaser or transferee must certify that they are not a United States person and is not purchasing or receiving the Investor’s Shares for the account or benefit of a United States person; and
         2. the purchaser or transferee must agree to resell the Investor’s Shares only pursuant to registration under the Securities Act or under an applicable exemption from registration, and that hedging transactions involving the Investor’s Shares may only be conducted in compliance with the Securities Act.
10. TERMINATION
    1. This Agreement, and the appointment of the Nominee as nominee of the Investor, shall continue in force until and unless:
       1. the Investor exercises their Cancellation Right, or the Nominee deems the Investor to have cancelled their investment, pursuant to paragraph 6.1;
       2. the Investor’s Shares are not purchased in the circumstances described in paragraph 7.4;
       3. the Nominee takes the actions described in paragraph 7.5 following the Expiry Date; or
       4. the Nominee no longer holds any of the Investor’s Shares, or any property received in consideration of Investor’s Shares, as nominee of the Investor or his or her estate.
11. CONSEQUENCES OF TERMINATION OF ACCESS TO PLATFORM

As set forth in the Membership Agreement the Investor executed upon becoming a Platform Member, there are certain, limited circumstances upon which the Investor’s access to the Platform may be terminated while this Agreement remains in effect. In such event:

* 1. From the time that the Investor’s access to the Platform is terminated until the time at which this Agreement is terminated pursuant to paragraph 23, the Nominee shall hold the Investor’s Shares not only as nominee but also as agent of the Investor.
  2. If the Nominee becomes agent of the Investor pursuant to paragraph 24.1, the Investor irrevocably authorises the Nominee to be its agent to hold and manage the Investor’s Shares and to exercises any rights, powers or discretions of the Investor attaching to or relating to the Investor’s Shares, whether under this Agreement or otherwise, in such manner as the Nominee may see fit. The Nominee shall notify the Investor at such time of the Nominee’s then-current policy for acting as agent in this respect. For the avoidance of doubt, this may include derogations from and variations of certain of the rights of the Investor set forth in this Agreement, but in all events the Nominee shall act as it believes to be in the best interests of the Investor and other Platform Members holding shares of the Investee Company (taken together as a group and having regard only to the shares of the Investee Company held by the Nominee on their behalf). Although the Nominee shall act as agent of the Investor, the Nominee shall not be required to have regard to any requests or instructions by the Investor in acting as such.
  3. From the time that the Investor’s access to the Platform is terminated as described in paragraph 24.1 until the time at which this Agreement is terminated pursuant to paragraph 23, the Nominee may make any payments due to the Investor under this Agreement (net of any fees due to the Nominee) by cheque to the address in the Investor’s profile on the Platform or such other address as the Investor shall notify the Nominee following termination of such access, or by any other means the Nominee deems reasonable.
  4. Notwithstanding anything else in this paragraph 24, the rights and privileges of the Nominee provided in this Agreement, including but not limited to those set forth in paragraphs 17, 20 and 21, shall apply to the Nominee in its capacity as agent to the same extent that they apply in its capacity as Nominee.

1. DATA AND DATA PROTECTION

For the purposes of this Agreement and in connection with the Investor’s use of the Platform and/or the Nominee’s acquisition, holding and disposal of the Investor’s Shares as the Investor’s nominee, the Nominee may disclose certain of the Investor’s Personal Data to any of its affiliates or partners which it contracts with or employs in connection with the Nominee’s provision of services (including those based in other jurisdictions), to the Investee Company, to any other Platform Members for whom the Nominee holds shares of the Investee Company, to any tax, statutory or regulatory authority as required by such authority, to any New Nominee or prospective New Nominee, or to any prospective purchaser of the Investor’s Shares, and each of their respective officers, employees and professional advisers. In connection with EIS relief, SEIS relief and other tax, statutory or regulatory matters such Personal Data may be passed by the Investee Company to HM Revenue & Customs or other tax, statutory or regulatory authority as required by such authority. The Investor must ensure that the Personal Data set out in the Investor’s profile on the Platform is correct and up to date.

1. NO PARTNERSHIP OR AGENCY

This Agreement shall not be construed so as to create a partnership or joint venture between the Parties. Nothing in this Agreement shall be construed so as to constitute any of the Parties the agent of another except as set forth in paragraph 24 or otherwise inherent in the nominee relationship that is the subject of this Agreement.

1. NO WAIVER

No failure or delay by any Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by any Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

1. SEVERABILITY

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

1. ENTIRE AGREEMENT

Subject to paragraph 34.1, this Agreement, together with the information about the terms of the investment set forth in the Pitch, contains the entire agreement between the Parties and supersedes and replaces all previous agreements and understandings between the Parties, with respect to the matters set forth herein.

1. FURTHER ASSURANCES

Each Party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

1. COSTS

Each Party’s costs and expenses (including professional, legal and accountancy expenses) of the preparation, negotiation and execution of this Agreement and any associated documentation shall be borne by such Party.

1. SURVIVAL

The provisions set forth in paragraphs 1, 9, 17, 22 and 25 through 38 shall survive the termination of this Agreement.

1. FORCE MAJEURE

No Party shall be in breach of this Agreement if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred as a result of, any total or partial failure, interruption or delay in performance of such Party’s duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond such Party’s control.

1. CONFLICTS
   1. The Investor has entered into certain other agreements with the Nominee in connection with his or her use of the Platform, including (without limitation) the Membership Agreement, Terms of Service and Privacy Policy (the “**Platform Agreements**”). This Agreement does not amend or replace the Platform Agreements, but to the extent that there is any conflict between this Agreement and a Platform Agreement, this Agreement shall prevail.
   2. The Investor acknowledges and agrees that when the Nominee (or their agents or delegates) enter into a transaction for the Investor, the Nominee may:
      1. share charges with its affiliated companies and other third parties, or receive and retain remuneration from them in respect of transactions carried out on the Investor’s behalf. Details of any such remuneration or sharing arrangements are available to the Investor on request;
      2. be acting as agent or making arrangements for the Investor or on the Investor’s instructions in relation to transactions in which the Nominee or SeedTribe are also acting for other customers; or
      3. be in a position where the Nominee may have some other material interest in relation to the transaction.
   3. If a conflict of interest arises between the Nominee and its clients or between its clients, the Nominee will deal with such conflicts of interest to ensure fair treatment of all Members and ensure that it acts in the Member’s best interests. If it is not possible to manage or avoid a potential conflict of interest then the Nominee may seek to disclose the general nature and/or sources of conflict to the Investor before undertaking business for the Investor. The Nominee may adopt a formal conflicts of interest policy, in which event it shall notify the Investor of having adopted such a policy and, upon receipt of a written request from the Investor, shall provide full details of such policy to the Investor.
2. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction over any such claim, although the Nominee retains the right to bring proceedings against the Investor for breach of this Agreement in the Investor’s country of residence or any other relevant country.

1. THIRD PARTY RIGHTS

Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, and, notwithstanding any term of this Agreement, no consent of any third party is required for any amendment (including any release or compromise of any liability) or termination of this Agreement.

1. EXECUTION

This Agreement shall be deemed duly executed and shall become effective and binding upon the Parties once the Investor has indicated his or her assent hereto via the means provided on the Platform.

1. NOTICES
   1. Any notice from the Investor to the Nominee in respect of this Agreement shall be given by email to admin@seedtribe.com, except where this Agreement or another Platform Agreement that the Investor executes sets forth alternate means by which the Investor must give the Nominee notice.
   2. Any notice from the Nominee to the Investor in respect of this Agreement may be given either through the Platform, by email to the address set forth in the Investor’s profile on the Platform or by post or courier to the physical address set forth in the Investor’s profile on the Platform.
   3. Notices given pursuant to this paragraph 38 through the Platform or by email shall be deemed received by the recipient upon despatch. Notices given pursuant to this paragraph 38 by post or courier shall be deemed received by the recipient two working days after despatch. In the event that the Investor gives the Nominee notice by means other than those set forth in this paragraph 38 and the Nominee in fact receives it, the Nominee may, but is not required to, choose to deem the notice received upon its actual receipt of it.
   4. All notices given under this Agreement shall be in the English language.