

## VESTD TERMS AND CONDITIONS – COMPANY TERMS

### 1. OUR AGREEMENT

- 1.1 These terms and conditions (“**Terms**”) are the terms on which we provide access to the Platform and/or the Distributions to you. Please read these Terms carefully before using the Platform.
- 1.2 These Terms are a binding contract between you as a Vestd member and us, and they set out your and our rights and obligations with respect to your membership and use of the Platform and/or the Distributions. You should print and keep a copy of these Terms for future reference.
- 1.3 We may change these Terms from time to time. If we choose to change these Terms a manner that affects any of your substantive rights, we will notify you of any change at least 10 Business Days before it takes effect, either by email, when you log onto the Platform or by other means. If we provide you with such notice and you do not object to the change, you will be deemed to have agreed to it. If you object to a change this will constitute your notice of termination of your Vestd membership in accordance with paragraph 7.
- 1.4 Capitalised terms used in these Terms have specific meanings. You can find a list of these capitalised terms at paragraph 14.
- 1.5 These Terms are only available in the English language.

### 2. GENERAL INFORMATION ABOUT US

- 2.1 We are Vestd Limited, a company incorporated in England and Wales under No. 09302265 whose registered office is at Ibex House, 162-164 Arthur Road, Wimbledon Park, London, SW19 8AQ, United Kingdom.
- 2.2 If you have any questions, complaints or comments about the Platform or the Distributions please contact us at [hello@vestd.com](mailto:hello@vestd.com).
- 2.3 For details of our complaints handling policy, see paragraph 11 (*Complaints and Disputes*).
- 2.4 Vestd Limited is authorised and regulated by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS (No. 685992).
- 2.5 Vestd Limited is registered with the Information Commissioner's Office and appears in the Data Protection Register under (No. ZA136611).

### 3. YOUR USE OF THE PLATFORM

- 3.1 Upon acceptance of these Terms you will become a Vestd member, and you will remain a Vestd member until and unless your membership is terminated or suspended in accordance with these Terms. Our obligations to you as a Vestd member are as set forth in these Terms and the other Platform Agreements. You are not our customer or client for the purposes of the FCA Rules, nor will you become a member of Vestd Limited.
- 3.2 Subject to paragraph 3.6 below, you may only become a member of Vestd once, and you may not attempt to create multiple memberships for yourself by using different email addresses or other identifying information.
- 3.3 When using the Platform you agree that you will comply with these Terms and the Privacy Policy.
- 3.4 You may become a Vestd member as a Participant, a Company or a Professional Adviser. In order to become a Vestd member as a Participant you must accept the Participant Terms. If you are a Professional Adviser the terms of paragraph 4 below shall apply to you. By accepting these Terms,

you warrant to us that you (i) satisfy the definition of a Company; or (ii) are a Professional Adviser.

- 3.5 As a Company, you must designate at least one natural person who is to take actions on your behalf (your "**Agent**"). An Agent may be any natural person authorised to act on the Company's behalf. Should you wish to replace your Agent(s) at any time, or designate an additional Agent, you may do so by having either the outgoing Agent or one of your directors or officers notify us. Your Agent(s) is/are not an individual Vestd member (except to the extent that he or she joins separately as such) and only has rights and obligations pursuant to these Terms to the extent that he or she is, or purports to be, acting for you. Throughout these Terms, any reference to "you" which relates to taking a particular action through the Platform, or doing anything else that only a natural person can physically do, shall be read as a reference to your Agent(s) doing so on your behalf, while any other reference to "you" shall be read as a reference to you as a Company.
- 3.6 Acting as an Agent on behalf of a Company does not prevent you from also acting as a Participant (and vice versa), either contemporaneously or at a different time. In the event that you choose to act both on behalf of a Company and as a Participant, the provisions of these Terms will apply to you to the extent that you are acting on behalf of a Company, and the provisions of the Participant Terms will apply to you to the extent that you are acting as a Participant. You will need to be authorised in each capacity as contemplated by paragraph 3.7 and in accordance with the Participant Terms.
- 3.7 Prior to listing on the Platform, a Company will have to complete the Platform's authorisation process. The determination as to whether a Company qualifies as eligible is ours and ours alone. All Companies which have been authorised by us will be designated as such on the Platform and will then be eligible to use the Distributions, subject to other provisions of these Terms and the other Platform Agreements.
- 3.8 By accepting these Terms you also agree to provide whatever other information may be required from time to time in connection with your Vestd membership and which we may otherwise require.
- 3.9 Most communications between you and us, and between you and other Vestd members will take place through the Platform. However there are certain exceptions where we may interact with you, or you may interact with other Vestd members, via direct email, telephone or in person. If you are uncomfortable using the Platform for these interactions, you should not accept these Terms and should not become, or should cease to be, a Vestd member. We do not have any liability to you in respect of your dealings with other Vestd members.
- 3.10 By accepting these Terms, you represent and warrant to us and to each other Vestd member with whom you deal or have contact through the Platform that:
- 3.10.1 you are accepting these Terms for the purposes of your trade, business or profession;
  - 3.10.2 if you are accepting these Terms on behalf of any other person, you have disclosed that and you are duly authorised by that person to accept these Terms on its behalf;
  - 3.10.3 if you are a natural person, you are at least 18 years old;
  - 3.10.4 all information which you have provided and will at any time provide to us or to any other Vestd member was or will be true and accurate and not misleading in all respects as at the date it was or will be provided; and

3.10.5 you have not withheld and will not withhold any information which if disclosed would have the effect of making any information referred to in paragraph 5.3 incorrect or misleading in any respect.

3.11 You are solely responsible for any content you post on or upload to the Platform, including your Profile and any Company Documents. You may not post, transmit or share:

3.11.1 information on the Platform that you do not own or have permission to display, publish or post;

3.11.2 defamatory or obscene material, or any material which may be offensive or insulting to other Vestd members or material which be incite hatred, violence or discrimination;

3.11.3 executable files (whether benign or malicious); or

3.11.4 material which may be detrimental to the business or reputation of Vestd or any other Vestd member.

You agree to indemnify each other Vestd member and us from and against any loss, damages or costs arising from or in connection with any content you post on the Platform that breaches the terms of this paragraph 3.11.

3.12 You agree that in using the Platform you will not:

3.12.1 use the Platform for any unlawful purpose;

3.12.2 use the Distributions or the Platform in any way that interrupts, damages, impairs or renders the Platform less efficient;

3.12.3 access or attempt to access the accounts of other Vestd members or to penetrate or attempt to penetrate the Platform's security measures;

3.12.4 advertise or promote third party or your own Distributions or services including by way of the distribution of 'spam' email; or

3.12.5 use the Platform for any purpose other than as permitted in accordance with these Terms.

3.13 We have certain responsibilities under the FCA Rules and other applicable regulations to verify the identity of, and run anti-money laundering checks on, Companies and Participants. In order to fulfil these responsibilities, we may use a third-party identification checking service to confirm your identity. In the event that this service is not able to verify your identity to our satisfaction, you may be asked to send us physical versions of certain identification documents.

3.14 From time to time, we may need to run additional identity checks on you. By accepting these Terms you accept that that you may not be able to participate on the Platform until and unless we are able to complete these checks to our satisfaction. We will not be liable for any losses, damages or costs arising from our conduct of these checks or your inability to participate on the Platform while the checks are pending or as a result of the unsatisfactory completion of the checks.

#### **4. PROFESSIONAL ADVISERS**

4.1 You main join Vestd as a professional adviser, for example a solicitor, accountant or financial adviser (“**Professional Adviser**”) for use with one or more of your clients which satisfy the definition of a Company (each, a “**Client**”). If you are a Professional Adviser, the terms of this paragraph 4 shall apply to you as a Vestd member. In the event of any conflict or inconsistency between this paragraph 4 and the rest of these Terms, the terms of this paragraph 4 shall take

precedence to the extent of such conflict or inconsistency. The following paragraphs of the Terms shall not apply to you: 3.5, 3.6, 3.7 and 9.3.

4.2 You need not be acting on behalf of a Company to join Vestd as a Professional Adviser. If you choose to act on behalf of a Client, you must ensure that the Client in question becomes a Vestd member by accepting these terms separately. You may act on behalf of an unlimited number of Clients via the Platform as a Professional Adviser.

4.3 If your Vestd membership is terminated in accordance with paragraph 7 this shall not affect the membership status of any Clients you are acting on behalf of, provided that they have become Vestd members by accepting these Terms separately.

4.4 Your authority to act on behalf of a Client is a matter between you and the Client, and Vestd accepts no liability in the event of any dispute relating to the same.

## **5. HOW THE PLATFORM WORKS**

5.1 We do not provide advice with respect to any aspect of the matters conducted through the Platform, other than advice on its technical use. If you need or want investment, legal, taxation or other advice in connection with your Vestd membership you should consult an appropriate professional adviser.

5.2 Access to the Platform is performed using an authentication token which may be set up by you or provided by an external platform on which you have an account. Your Vestd membership is personal to you and is not transferable, and if your authentication token is used we will assume that you are the person conducting activity on the Platform. Please ensure your authentication token is kept secure at all times. If you notify us or if we determine ourselves that the security of your authentication tokens may have been breached you will not be able to access the Platform until measures have been taken to verify your identity.

5.3 After you log onto the Platform you will be asked to complete a Profile. This is the basis on which we identify you for the purposes of communicating with you and any anti-money laundering or other checks we run on you will be based on this information. You must complete the Profile truthfully and keep it up to date. Your Profile will not be made public on the Platform, but will be visible to those whom you give permission to.

5.4 If you choose to upload any Company Documents or other agreements to the Platform you do so entirely at your own risk. You acknowledge and agree that Vestd has no duty to verify the validity of any Company Document. If you are unsure you should seek advice from a professional legal adviser.

## **6. YOUR USE OF THE DISTRIBUTIONS**

6.1 Terms relating to your use of Distributions are set out in the relevant Platform Agreements. If you choose to use any of the Distributions, the terms of the relevant Platform Agreement relating to that Distribution shall apply.

6.2 You agree and acknowledge that Vestd do not in any way recommend use of the Distributions or offer any guarantees as to their suitability for a Company's business. If you choose to use any of the Distributions you do so entirely at your own risk. If you are unsure you should seek advice from a professional legal adviser.

6.3 We may levy administration fees in relation to your use of the Platform and/or Distributions, which are to be paid by Companies. Such fees will be detailed on the Platform from time to time.

## **7. TERMINATION OF MEMBERSHIP**

- 7.1 If you no longer wish to be a Vestd member, you may terminate your membership at any time by notice given in accordance with the requirements of paragraph 13.8.
- 7.2 We may terminate your Vestd membership at any time and for any reason or no reason by notice served in accordance with paragraph 13.9. If this happens you will no longer be able to access the Platform. For a period of 30 days following termination of your membership we will, on request, provide you with copies of all fully executed Platform Agreements to which you are a party and any other documents you have uploaded to the Platform.
- 7.3 Any action we take, and any termination of your Vestd membership is without prejudice to your accrued obligations to us and in particular to any fees to which we are then or may in future become entitled.

## **8. OUR LEGAL OBLIGATIONS AND LIABILITY UNDER THIS AGREEMENT**

- 8.1 Each Vestd member acknowledges that the listing of a Company on the Platform does not serve as any form of indication, recommendation, sanction or approval by us of a Company's business or its future financial prospects.
- 8.2 Vestd shall not be liable for any breach of confidence between a Company and a Participant.
- 8.3 You acknowledge and agree that we have not verified and have no duty to verify any factual information which appears on the Platform from time to time.
- 8.4 Each Vestd member hereby waives and agrees to waive any claims it may now or in the future have against us in respect of any matter referred to in this paragraph 8 in respect of:
- 8.4.1 any Additional Information, in respect of the Profile of any Vestd member or any information included on the Platform provided now or in the future by any Vestd member;
  - 8.4.2 the verification of any information on the Platform;
  - 8.4.3 any use of the Distributions;
  - 8.4.4 the confidentiality of any information shared on or through the Platform with any other Vestd member; and
  - 8.4.5 any termination, restriction or suspension of its membership or of its access to the Platform.
- 8.5 Vestd shall not be liable to any Vestd member, and disclaims to the fullest extent permissible by law all liability, for any direct losses, indirect losses, costs, expenses or damages suffered by any Vestd member. Each Vestd member hereby waives to the fullest extent possible by law any claim it might otherwise have, now or in the future, against Vestd.
- 8.6 Without prejudice to paragraph 8.5 above, in no event shall Vestd be liable to any Vestd member for more than £1,000.
- 8.7 Nothing in these Terms shall limit Vestd's liability for personal injury or death, fraud or any other liability the exclusion or limitation of which is not permitted by applicable law or regulation.
- 8.8 Notwithstanding and without prejudice to any other provision in these Terms, you shall indemnify us for any loss, cost, expense or damage suffered by us directly or indirectly as a result of any breach by you of these Terms, any Platform Agreement or any other agreement that you enter into with us, or as a result of any use of the Platform that is fraudulent or represents wilful

misconduct, or as a result of any inaccurate, incomplete or misleading information that you provide to us or any other Vestd member whether through the Platform or otherwise.

- 8.9 Vestd shall not bear any responsibility whatsoever in respect of any taxes (save making any deductions or withholdings required by any applicable law) which may arise as a consequence of your membership of Vestd, including notifying a Participant or a Company of any obligations that have or may have arisen. We recommend that you seek your own tax advice in relation to all matters pertaining to your membership of Vestd.

## **9. COMMUNICATING WITH YOU**

- 9.1 We may provide on the Platform information about investing in or operating businesses generally or other matters that we believe may be relevant or of interest to you. We refer to this as "**Additional Information**". None of the Additional Information, including information about historical returns, can be relied on as a guarantee or indication of any particular result, and the Additional Information does not constitute any form of advice, recommendation or endorsement by us, and we assume no liability in respect of the same.
- 9.2 From time to time we may send you emails with information about activity on the Platform, your membership of Vestd, our business, these Terms or other matters that we reasonably believe are relevant to you. We will do our best to ensure that these emails are relatively infrequent, but we may send you such emails at our discretion.
- 9.3 You acknowledge that we are entitled to use details of a Company (including the use of any Company's name, image or trademark) in relation to our own marketing activities.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Subject to paragraph 10.3 as between you and us, we own all Intellectual Property Rights existing in or in relation to the Platform.
- 10.2 Subject to paragraph 10.3, if and to the extent that any Intellectual Property Rights existing in or in relation to the Platform vest in you by operation of law or otherwise, you agree to do any and all such acts and execute any and all such documents as we may reasonably request in order to assign such Intellectual Property Rights back to us and provide us with a waiver of moral rights in such Intellectual Property Rights.
- 10.3 You shall retain ownership of all copyright in any text, data, media, images, video or other information you upload or submit to the Platform. You grant us a worldwide exclusive, royalty-free, non-terminable licence to use, copy and distribute any such data as necessary to operate the Platform. Any disclosures shall only be made to a Participant as part of a Distribution.
- 10.4 We do not warrant or represent that the content of the Platform does not infringe the Intellectual Property Rights (or any other rights) of any third party.

## **11. COMPLAINTS AND DISPUTES**

- 11.1 We will do our best to resolve any complaints in relation to your use of the Platform. If you have a complaint with respect to any aspect of the Platform, you should report it to us immediately by sending an email, with the word "complaint" in the subject line, from the email address in which your Vestd membership is registered to help@Vestd.com. We will send an initial response to your email within no more than five Business Days after we receive it, and this response will state either that it is our final response or that we are investigating the matter further. If we are

investigating the matter further, we will provide you with a final response by no later than eight weeks after we receive your email.

- 11.2 Please note that we are under no obligation to investigate or in any way resolve disputes between Participants and Companies. Resolution of such disputes is the responsibility of the parties in question.
- 11.3 If you make a complaint pursuant to paragraph 11.1 and we do not resolve it to your satisfaction, you may have a right to complain directly to the Financial Ombudsman Service. Their address is Exchange Tower, London E14 9SR, and their website is at <http://www.financial-ombudsman.org.uk>.

## 12. PERSONAL DATA AND PRIVACY

- 12.1 Please see Our Privacy Policy which contains important information about how we use your information.
- 12.2 Any and all personal data (as defined in the Data Protection Legislation) ("**Personal Data**") you provide to us (in any capacity) via the Platform may be collected, stored, processed and used in accordance with our current Privacy Policy.
- 12.3 We will comply with all applicable Data Protection Legislation in relation to the processing of Personal Data in accordance with these Terms and the Privacy Policy.
- 12.4 "**Data Controller**" (or controller), "**Data Processor**" (or processor), and "**Processing**" all have the meanings given to those terms in Data Protection Legislation (and related terms such as "**Process**" and "**Processed**" shall have corresponding meanings).
- 12.5 You are a Data Controller and we are a Data Processor in relation to any Personal Data processed by us in accordance with these Terms and the Privacy Policy. We will:
  - 12.5.1 only collect, use and disclose Personal Data in accordance with these Terms and the Privacy Policy;
  - 12.5.2 implement and maintain appropriate technical and organisational measures in relation to the processing of Personal Data so as to ensure a proportionate level of security in respect of the possible risk posed to Personal Data;
  - 12.5.3 notify you without undue delay following becoming aware of any unauthorised or unlawful Processing of, loss of, damage to or destruction or corruption of Personal Data ("**Security Breach**"), and provide details of such Security Breach to you.
  - 12.5.4 ensure that personnel processing Personal Data have signed agreements requiring them to keep Personal Data confidential;
  - 12.5.5 not engage another person to perform specific processing activities in respect of Personal Data without your prior consent;
  - 12.5.6 upon request either securely delete/anonymise or return all Personal Data to you after the termination of your Vested membership; and
  - 12.5.7 not transfer or share Personal Data without your prior written consent. Where the Personal Data is transferred from within the EU outside the EEA, we will ensure these transfers comply with Data Protection Legislation.

### **13. GENERAL**

13.1 These Terms shall apply until:

13.1.1 in the event that you have elected to terminate your membership in accordance with paragraph 7.1, when such termination becomes effective;

13.1.2 in the event that we have elected to terminate your membership in accordance with paragraph 7.2 when such termination becomes effective,

save that notwithstanding the termination of your membership, we shall retain the right to bring any action against you in the event that prior to the termination of your membership you were in breach of any provision of these Terms and/or any Platform Agreement.

13.2 We may assign, transfer or delegate any of our obligations or rights pursuant to these Terms. We may provide information about you and your activities on the Platform to any person to whom we assign, transfer or delegate our obligations or rights.

13.3 Your Vestd membership is personal to you, and therefore none of your rights or obligations in connection with your Vestd membership can be assigned, transferred or delegated. This prohibition does not affect your right to make certain transfers as described in these Terms and other Platform Agreements. Any attempt to, transfer, assign or delegate any of your rights or obligations in contravention of this paragraph 13.3 shall be null and void.

13.4 We shall each bear our own costs and expenses regarding the preparation, negotiation and Execution of the Platform Agreements and any associated documentation.

13.5 All disclaimers, indemnities and exclusions in these Terms shall survive termination for any reason, as shall any other provisions of these Terms that by their nature are intended to survive such termination.

13.6 No party shall be liable or have responsibility of any kind to any other party for any loss or damage incurred as a result of, any total or partial failure, interruption or delay in the performance of its duties and obligations occasioned to the extent attributable to 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, failure of the Platform to operate due to any virus, malware or disruption or failure of the Platform to operate due to the activities of any third party, 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.

13.7 These Terms 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 we retain the right to bring proceedings against you for breach of these Terms or any Platform Agreement in your country of residence or any other relevant country.

13.8 Any notice from you to us in respect of these Terms, any Platform Agreement, your Vestd membership or your activities on the Platform shall be given by email to help@Vestd.com, except where these Terms or another Platform Agreement that you Execute sets forth alternate means by which you must give us notice.

13.9 Any notice from us to you in respect of this these Terms, any Platform Agreement, your Vestd membership or your activities on the Platform may be given either through the Platform, by email



to the address set forth in your Profile or by post or courier to the physical address set forth in your Profile.

- 13.10 Notices given pursuant to paragraphs 13.8 and 13.9 through the Platform or by email shall be deemed received by the recipient upon despatch. Notices given post or courier shall be deemed received by the recipient two Business Days after despatch. In the event that you give us notice by means other than those set forth in paragraphs 13.8 and 13.9 and we in fact receive it, we may, but are not required to, choose to deem the notice received upon our actual receipt of it.

## 14. DEFINED TERMS

- 14.1 Capitalised terms used in these Terms shall have the following meanings:

"**Business Day**" means any day other than a Saturday or Sunday or a bank or public holiday in England;

"**Companies Act**" means the Companies Act 2006, as it may be amended from time to time;

"**Company**" means a private limited company incorporated in any country within the EU that becomes a Vestd member in order to be able to use the Distributions as contemplated by these Terms;

"**Company Documents**" means all documents created by or on behalf of a Company including without limitation all agreements, board minutes or shareholders' resolutions which are uploaded to the Platform;

"**Data Protection Legislation**" means the Data Protection Act 1998 and once in force, the domestic legislation implementing Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR);

"**Distributions**" means any products offered by Vestd via the Platform from time to time, including without limitation any documents, agreements or share schemes;

"**Execute**", "**Executed**", "**Executed**" and "**Execution**" means, with respect to any agreement you enter into with us, expressing your assent to be bound by its terms through the electronic means provided on the Platform or otherwise sign or execute in a manner approved by us;

"**FCA**" means the Financial Conduct Authority, an independent organisation that authorises and regulates us, whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom;

"**FCA Rules**" means the Financial Services and Markets Act 2000, all secondary legislation implemented thereunder, rules and regulations promulgated by the FCA or any successor or replacement regulatory body responsible for the regulation of our business, and any other financial services laws or regulations applicable to us;

"**Intellectual Property Rights**" any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world;

**“Participant”** means a natural person who is 18 years of age or over, who becomes a Vestd member in order to be able to use the Platform and/or the Distributions to receive or view shares or share options, either in a personal capacity or on behalf of a company;

**“Participant Terms”** means the terms on which we provide access to the Platform and/or the Distributions to Participants, which is accessible from the Website;

**"Platform"** means, the Vestd platform, which includes the website currently hosted at the domain <http://www.vestd.com> and all pages at sub-domains thereof and may, from time to time hereafter, include pages hosted at other domains and identified by Vestd as forming part of the Vestd platform;

**"Platform Agreement"** means any agreement created by Vestd which you enter into now or from time to time with us, or with any other Vestd member in connection with your use of the Platform and/or Distributions or otherwise as a Vestd member, or which is set out on the Platform and expressed to bind you and other Vestd Members;

**"Privacy Policy"** means the privacy policy of Vestd, which is accessible from each page of the Website;

**"Profile"** means the profile you complete when joining the Platform as amended from time to time;

**"Vestd member"** means you and, where the context so requires, any other person who has entered into an agreement in substantially the same form as these Terms so that they can also use the Platform;

**"we, us, our and ourselves"** means Vestd, any of its subsidiaries, any holding company (as those expressions are defined in section 1159 of the Companies Act 2006) of Vestd, any subsidiary of any of its holding companies and where the context permits, Vestd's permitted assignees, transferees and delegates;

**"Website"** means the website hosted at <http://www.vestd.com>, including all sub-domains thereof; and

**"you or your"** means you, as a user of the Platform and/or the Distributions pursuant to these Terms.