

VESTD TERMS AND CONDITIONS – PARTICIPANT TERMS

1. INTRODUCTION

These Terms govern your use of the Vestd Platform. By accepting these Terms you are entering into a legal agreement.

The Nominee Terms will only apply where the Nominee Services are provided in respect of Shares to which you are beneficially entitled.

- 1.1 This agreement is between you and Vestd Limited (“**Vestd**”) and Vestd Nominees Limited a company incorporated in England and Wales under No. 09578772 whose registered office is at Suite LU.231, The Light Bulb, 1 Filament Walk, Wandsworth, SW18 4GQ, United Kingdom (“**Vestd Nominees**”) provided that Vestd Nominees shall only be deemed to be party to these Terms where you receive Nominee Services.
- 1.2 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.
- 1.3 These Terms apply to you as an individual who becomes a Vestd Member 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 (a “**Participant**”). To the extent you become a Vestd Member on behalf of a company, these Terms shall apply both between the company and Vestd and you and Vestd. Where you become a Vestd Member on behalf of a company, references to “you” within these terms shall refer to such company unless the context requires otherwise.
- 1.4 These Terms are a binding contract between you as a Vestd Member and us and (where applicable) Vestd Nominees, and they set out your and our rights and obligations with respect to your Membership and use of the Platform, the Distributions and (where applicable) receipt of the Nominee Services. You should print and keep a copy of these Terms for future reference.
- 1.5 We may change these Terms from time to time. If we choose to change these Terms in 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.
- 1.6 Capitalised terms used in these Terms have specific meanings. You can find a list of these capitalised terms at paragraph 14.
- 1.7 These Terms are only available in the English language.

2. GENERAL INFORMATION ABOUT US

We are Vestd Limited, a regulated company based in the UK.

- 2.1 We are Vestd Limited, a company incorporated in England and Wales under No. 09302265 whose registered office is at Suite LU.231, The Light Bulb, 1 Filament Walk, Wandsworth, SW18 4GQ, 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.
- 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. HOW DO I GET STARTED AS A VESTD MEMBER?

You become a Vestd Member when you accept these Terms. You will need to complete an authorisation assessment before you can use the Platform.

- 3.1 Once you accept these Terms you will become a Vestd Member, and you will remain a Vestd Member until and unless your Vestd Membership is terminated or suspended.
- 3.2 Our obligations to you as a Vestd Member are set out in these Terms and the other Platform Agreements which you may choose to enter into. You are not our customer or client for the purposes of the FCA Rules, nor will you become a member of Vestd Limited.
- 3.3 Subject to paragraph 3.5 below, you may only become a Vestd Member once, and you may not attempt to create multiple Vestd Memberships for yourself by using different email addresses or other identifying information.
- 3.4 When using the Platform you agree that you will comply with these Terms and the Privacy Policy.
- 3.5 Acting as a Participant does not prevent you from acting on behalf of a Company which uses the Platform to issue and/or manage shares or share options (and vice versa), either contemporaneously or at a different time. If you choose to act both on behalf of a Company and as a Participant, these Terms will apply to you to the extent that you are acting as a Participant, and the Company Terms will apply to you to the extent that you are acting on behalf of a Company. You will need to be authorised in each capacity as (see paragraph 3.6 below and the Company Terms).
- 3.6 Prior to listing on the Platform, you will have to complete an authorisation assessment. Whether you qualify as eligible to use the Platform is our decision and ours alone. All Participants who have been authorised by us will be designated as such on the Platform and will then be eligible to use the Distributions, subject to these Terms and the other Platform Agreements.
- 3.7 If we have authorised you to act as a Vestd Member, we will not normally revoke that authorisation but we reserve the right to do so if facts come to our attention that lead us to believe that you may not have the experience, expertise and knowledge required to understand the risks involved in, and make your own decisions about the investments available through the Platform. Separately, if you no longer wish to be an authorised Vestd Member, you may notify us of this, and we will revoke your authorisation on that basis. In the event that your authorisation is revoked, you will no longer be able to act as a Participant, but, if you are a Vestd Member in another capacity (for example, on behalf of a Company), your other Vestd Membership will not be affected.
- 3.8 If you choose to complete the authorisation assessment you must do so truthfully, honestly and completely, and having regard to your obligations under these Terms. This means that you must answer any questions entirely on your own and without the assistance of another individual.
- 3.9 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.
- 3.10 After you log onto the Platform for the first time you will be asked to complete a Profile. You must complete the Profile truthfully and keep it up to date. This Profile will only be visible to a

Company in which you are a share or option holder

- 3.11 You can view your full transaction history on the Platform through the 'Account' section of the Platform at any time. This is the only way in which you will be able to obtain information about your Vestd account. We do not intend to send any form of periodic statements to you.
- 3.12 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.
- 3.13 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 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.
- 3.15 **Nominee Services**
- 3.15.1 Where you receive Nominee Services, the Nominee Terms shall apply and you agree to comply with the Nominee Terms.
- 3.15.2 You acknowledge and agree that
- A. the Nominee Services are provided by Vestd Nominees in accordance with the Nominee Terms; and
 - B. Vestd Nominees shall only be deemed to be a party to these Terms in order to provide the Nominee Services to you pursuant to the Nominee Terms and Vestd Nominees shall have no other obligations under these Terms.

4. YOUR OBLIGATIONS AS A VESTD MEMBER

You must agree to comply with a number of obligations when using the Vestd Platform. You are responsible for any content you post or upload.

- 4.1 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:
- 4.1.1 if you are accepting these Terms on behalf of any other person or a company, you have disclosed that and you are duly authorised by that person or company to accept these Terms on its behalf;
 - 4.1.2 you are at least 18 years old;
 - 4.1.3 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;

- 4.1.4 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 3.10 incorrect or misleading in any respect; and
 - 4.1.5 in your view, you have the experience, expertise and knowledge to understand the risks involved in, and make your own investment decisions about, investments in early-stage businesses.
- 4.2 You are solely responsible for any content you post on or upload to the Platform, including your Profile. You may not post, transmit or share:
- 4.2.1 information on the Platform that you do not own or have permission to display, publish or post;
 - 4.2.2 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;
 - 4.2.3 executable files (whether benign or malicious); or
 - 4.2.4 material which may be detrimental to the business or reputation of Vestd or any other Vestd Member.
- 4.3 You agree that in using the Platform you will not:
- 4.3.1 use the Platform for any unlawful purpose;
 - 4.3.2 use the Distributions or the Platform in any way that interrupts, damages, impairs or renders the Platform less efficient;
 - 4.3.3 access or attempt to access the accounts of other Vestd Members or to penetrate or attempt to penetrate the Platform's security measures;
 - 4.3.4 advertise or promote third party or your own products or services including by way of the distribution of 'spam' email; or
 - 4.3.5 use the Platform for any purpose other than as permitted in accordance with these Terms.

5. HOW DOES THE PLATFORM WORK?

You access the Platform by an authentication token which must be kept secure. Vestd do not offer any advice in relation to the Platform or recommend that any of its products are suitable for you. You should seek professional advice if you are not sure.

- 5.1 **Please note** that 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 You access the Platform via 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 using the Platform. Please ensure your authentication token is kept secure at all times.
- 5.3 If you notify us or if we decide that the security of your authentication token may have been breached you will not be able to access the Platform until measures have been taken to verify your identity.
- 5.4 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.

- 5.5 You agree that in the absence of a direction on the Platform to sign or execute a Platform Agreement, the Execution of a Platform Agreement will be deemed to have taken place upon your acceptance of its terms through the electronic means provided on the Platform.
- 5.6 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 you, nor do we approve of or verify any agreements or other documents which may be uploaded to the Platform by a Company. **If you choose to use any of the Distributions or enter into an agreement with a Company via the Platform you do so entirely at your own risk. If you are unsure you should seek advice from a professional legal adviser.**
- 5.7 We may levy administration fees in relation to your use of the Platform and/or Distributions. Such fees will be detailed on the Platform from time to time, and will only be applied with your agreement.
- 6. WHAT ARE THE RISKS?**

There are a number of risks associated with receiving shares in a business. As a Vestd Member you agree that you understand these risks.

- 6.1 In order to use the Platform, you will have to complete an authorisation assessment in accordance with paragraph 3.6. As a Vestd Member you acknowledge the following:
- 6.1.1 Many businesses fail, and it is significantly likely that the value of any shares you receive through the Platform (to the extent that they have any value) may decrease.
- 6.1.2 Any shares that you receive through the Platform are likely to be highly illiquid. Currently it is unlikely that there will be a secondary market for the shares or options, although this may change in future. This means that you are unlikely to be able to sell your shares or shares that have been exercised from an option until and unless the relevant Company floats on a securities exchange, is bought by another company, or by mutual agreement with the founder(s) of the company. Even for a successful business, a flotation or purchase is unlikely to occur for a number of years.
- 6.1.3 Businesses may or may not pay dividends. Even for a successful business, this may not occur for a number of years from the date that you receive shares through the Platform.
- 6.1.4 Provided that the relevant Company complies with its obligations under the Company Terms and the relevant Platform Agreements, any shares you receive through the Platform will be diluted by the issuance of further shares in the Company. It should be noted that the fiduciary duties of the directors include acting in the best interests of all shareholders, and that existing shareholders will have pre-emption rights over most forms of new share issuance.

7. TERMINATION OF YOUR VESTD Membership

You may choose to terminate your Vestd Membership at any time. If your Vestd Membership is terminated you will no longer be able to use the Platform.

- 7.1 If you no longer wish to be a Vestd Member, you may terminate your Vestd 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 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 Vestd 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

We don't have any duty to verify information which appears on the Platform, and we are not responsible for any losses which are not caused by our breach of these Terms.

- 8.1 You acknowledge 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 We and Vestd Nominees shall not be liable for any breach of confidence between a Company and a Participant.
- 8.3 You acknowledge and agree that we and Vestd Nominees have not verified and have no duty to verify any factual information which appears on the Platform from time to time.
- 8.4 We and Vestd Nominees are not responsible for:
- 8.4.1 any losses not caused by our breach of these Terms;
 - 8.4.2 the content of the Profile of any Vestd Member or any information included on the Platform provided now or in the future by any Vestd Member;
 - 8.4.3 the verification of any information on the Platform;
 - 8.4.4 any losses caused by your use of the Distributions;
 - 8.4.5 the confidentiality of any information shared on or through the Platform with any other Vestd Member; and
 - 8.4.6 any failure to provide services to you via the Platform or to meet any of our obligations under these Terms where such failure is due to Events Beyond Our Control.
- 8.5 Vestd and Vestd Nominees 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.
- 8.6 If we and/or Vestd Nominees breach these Terms we and Vestd Nominees shall each only be liable for losses which are a reasonably foreseeable consequence of such a breach, up to a maximum of £1,000. Losses are foreseeable where they could be contemplated by you and us at the time you accepted these Terms.
- 8.7 Nothing in these Terms shall limit Vestd's or Vestd Nominees' 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 Vestd and Vestd Nominees 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 Vestd Membership, including notifying a Participant or a Company of any obligations that have or may have arisen. **We recommend that you seek your own**

professional tax advice in relation to all matters pertaining to your Vestd Membership.

9. HOW WE COMMUNICATE WITH YOU

You agree that we can communicate with you about matters we think are relevant to you, including your use of the Platform.

- 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 Vestd Membership, 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. Any non-essential notifications will be able to be opted out of.
- 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

You agree that we own all Intellectual Property Rights in connection to the Platform, other than in relation to material you upload or submit.

- 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, royalty-free, licence to use, copy, distribute, adapt, reformat, prepare derivative works of, publish and transmit such data in any manner in relation to the operation of the Platform. This licence shall terminate 30 days after the data is no longer reasonably required to provide the Services save to the extent that Vestd is required by applicable law or by Regulators to retain the data.
- 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

If you have any complaints in relation to your use of the Platform you should report them to us and we will investigate the matter.

- 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 Harbour Exchange Square, London, E14 9SR, and their website is at <http://www.financial-ombudsman.org.uk>.

12. YOUR PERSONAL DATA AND PRIVACY

We will only collect, use and disclose your personal data in accordance with these Terms and our Privacy Policy. Please see our Privacy Policy which contains important information about how we use your information.

13. GENERAL

13.1 These Terms shall apply until:

13.1.1 in the event that you have elected to terminate your Vestd 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 Vestd Membership in accordance with paragraph 7.2 when such termination becomes effective,

save that notwithstanding the termination of your Vestd Membership, we shall retain the right to bring any action against you in the event that prior to the termination of your Vestd 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 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 the UK that becomes a Vestd Member in order to be able to use the Platform to issue or manage Distributions as contemplated by these Terms and the Company Terms;

"**Company Terms**" means the terms on which we provide access to the Platform and/or the Distributions to Companies, and which are accessible from the Website;

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

"**Events Beyond Our Control**" means any cause beyond our reasonable control which prevents us from providing services to Vestd Members via the Platform or fulfilling any of our other obligations under these Terms and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God;

"**Execute**", "**Executed**" and "**Execution**" means, with respect to any agreement you enter into with us or a Vestd Member, expressing your acceptance or 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 12 Endeavour Square, London, E20 1JN, 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;

"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;

"Nominee Terms" means the terms and conditions set out in Annex A;

"Nominee Services" means the services provided by Vestd Nominees pursuant to the Nominee Terms;

"Vestd Member or Vestd Membership" 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.

Annex A – Nominee Terms

1. DEFINITIONS

1.1 The following definitions shall apply to these Nominee Terms:

- 1.1.1 "**Articles**" means the standard form articles of association of a Company (as amended or superseded from time to time) available on the Platform;
- 1.1.2 "**Deferred Shares**" the deferred shares in the capital of a Company with the rights set out in the Articles;
- 1.1.4 "**Exit Transaction**" means a share sale, IPO or an asset sale (as the case may be) as defined in the Articles;
- 1.1.5 "**Founder**" means a shareholder of a Company or a person intending to become a shareholder of a Company by incorporating a Company via the Platform (as the context may require);
- 1.1.6 "**Shares**" means, in relation to a company the V Shares and any Deferred Shares in that Company (which are held for a Participant by Vestd Nominees in accordance with these Nominee Terms);
- 1.1.7 "**Task**" a task, reward or work matter listed by a Company on the Platform (including any offer made by a Company to purchase goods or services provided by that Company), which Participants are invited to either undertake or accept (as the case may be), the purpose of which is to advance the interests of the Company;
- 1.1.8 "**Task Page**" means the page entitled "Task Page" on the Platform outlining details (i) of the Task to be undertaken by a Participant, and (ii) the number of V Shares which will form the consideration for completing the Task;
- 1.1.9 "**V Shares**" the V Shares in the capital of a company with the rights set out in the Articles; and
- 1.1.10 "**Vestd Vault**" shall mean the secure database contained within the Platform recording the details of all Shares.

2. INTRODUCTION

2.1 These Nominee Terms set out the terms applicable to the Shares held by Vestd Nominees for a Participant from time to time and form part of the Terms.

2.2 These Nominee Terms shall take effect immediately upon the appointment by the Company of Vestd Nominees to hold legal title on your behalf, to manage and to administer all the Shares to which you are from time to time beneficially entitled ("**Nominee Services**").

3. APPOINTMENT OF NOMINEE

3.1 You as a Participant:

- 3.1.1 appoint Vestd Nominees as your nominee to hold legal title on your behalf, to manage and administer all the Shares to which you are from time to time

beneficially entitled (and Vestd Nominees accepts such appointment) on the Platform; and

3.1.2 instruct Vestd Nominees to record (and Vestd Nominees agrees) that all the Shares are held on your behalf in the Vestd Vault, in each case on the terms and subject to the conditions set out in the Nominee Terms.

4. THE VESTD VAULT

4.1 Vestd Nominees agrees that all the Shares are now, or will in future be recorded as held in the Vestd Vault.

4.2 Vestd Nominees will hold the Shares as a bare trustee.

4.3 Once the Participant clicks on the '*Agree*' button on the Platform in respect of the receipt of Shares, the Shares shall be issued to Vestd Nominees, and are then held in the Vestd Vault for the benefit of the relevant Participant in accordance with these Nominee Terms.

4.4 While the Shares remain in the Vestd Vault we shall act as Vestd Nominees' agent in relation to any task Vestd Nominees is required to perform pursuant to these Nominee Terms (other than merely holding legal title to the Shares). Vestd Nominees appoints us as its agent in relation to the same and acknowledges that we have the authority to perform any such acts on its behalf. Where reference is made in the Nominee Terms to any person exercising the rights relating to the legal title of any Shares on behalf of a Participant, it shall be understood to mean us as agent for Vestd Nominees.

5. HOLDING OF ESCROW SHARES

Until legal title to the Shares are transferred to a New Nominee (as defined in section 10.1 below) or to the Participant for which we hold them, we shall hold the Shares having regard only to instructions of the Participant and the constitutional documents of the Company.

6. RIGHT TO DIVIDENDS

If a Company declares a dividend or other distribution in respect of the Shares it legally holds for your beneficial interest, the dividend or other distribution shall be paid directly to you.

7. SALE OF VAULT SHARES

In the event that some or all of a Company's shareholders enter into an Exit Transaction, you irrevocably authorise Vestd Nominees to transfer the Shares it holds in that Company on your behalf in accordance with the terms of that Exit Transaction and the Company's Articles and the proceeds in respect of the transfer of the Shares pursuant to the Exit Transaction shall be provided directly to you.

8. TRANSFER TO THIRD PARTY

8.1 The Participant may transfer the beneficial interest in some or all of the Shares to any third party other than pursuant to an Exit Transaction, provided that such transfer shall only be effective, and we shall only recognise the transferee as the beneficial owner of such Vault Shares, once:

8.1.1 the Participant notifies us of the transfer;

8.1.2 the transferee has executed a nominee agreement in the form and manner prescribed by us at the time, together with any other documents we may reasonably require in connection with such transfer;

8.1.3 the Participant or transferee has made arrangements for the settlement of any stamp duty or stamp duty reserve tax payable in respect of the transfer of the beneficial interest in such Shares; and

8.1.4 the Participant has paid to us any administration fees that are due (such administration fees to be detailed on the Platform from time to time).

9. DEATH

9.1 In the event of the death of the Participant, we shall hold the Shares and any property received in consideration of the Shares as nominee for his or her estate on and subject to the Nominee Terms until such time as the beneficial interest in the Shares and any property received in consideration of Shares is transferred pursuant to paragraph 9.2.

9.2 If we receive instructions from the personal representative, executor or heir of the Participant following the Participant's death indicating a person (the "**Inheritor**") to whom the beneficial interest in the Shares and/or any property received in consideration of Shares should be transferred together with evidence to our satisfaction of the instructing party's authority to give such instructions:

9.2.10 we shall instruct such Inheritor to join as a Vestd Member through the means provided on the Platform, but take no other actions through the Platform; and

9.2.11 at such time as the Inheritor executes a nominee agreement in the form and manner prescribed by us:

(A) the estate of the deceased Participant shall cease to be the beneficial owner of the Shares and any property received in consideration of Shares; and

(B) the Inheritor shall be, and we and Vestd Nominees shall treat the Inheritor as being, the beneficial owner of the Shares and any property received in consideration of Shares.

9.3 In the event that the Inheritor does not adhere to the provisions of paragraph 9.2 within twelve (12) months of becoming the Inheritor, we shall be entitled to transfer beneficial title to the deceased's Shares to the Founders for such consideration as we may reasonably agree at the time.

10. REPLACEMENT OF NOMINEE

10.1 We may, at any time and entirely at our discretion, appoint any other person, corporate entity, body or organisation as a replacement nominee (a "**New Nominee**") provided that we are satisfied that such New Nominee is competent to perform the obligations as nominee under these Nominee Terms, and that the New Nominee agrees to be bound by such obligations, before Vestd Nominees can be released from such obligations.

10.2 Upon a New Nominee's acceptance of an appointment pursuant to paragraph 10.1:

10.2.1 the New Nominee shall from that time be deemed to have exactly the same rights and obligations as Vestd Nominees for the purposes of these Nominee Terms, and any other applicable Platform Agreements; and

10.2.2 Vestd Nominees shall no longer be bound by these Nominee Terms and the other Platform Agreements.

11. TERMINATION

11.1 These Nominee Terms, and the appointment of Vestd Nominees shall continue in force until the earlier to occur of:

11.1.1 Vestd Nominees no longer holds any of the Shares as nominee of the Participant or his or her estate;

11.1.2 the occurrence of an Exit Transaction; or

11.1.3 the Participant no longer holds beneficial title to any of the Shares.

12. BANKRUPTCY AND INSOLVENCY

12.1 Where a Participant is:

12.1.1 an individual and is deemed bankrupt (or such equivalent procedure in any jurisdiction outside England and Wales); or

12.1.2 a body corporate and either suffers or resolves to appoint a liquidator, administrator or administrative receiver over it, or any material part of its assets or suffers or takes any equivalent action in any jurisdiction outside England and Wales, any person entitled to the Shares acknowledges that we shall be entitled to transfer beneficial title to all of the Shares to the Founders for such consideration as we may reasonably agree.

13. CONSEQUENCES OF TERMINATION OF ACCESS TO PLATFORM

If the Terms are terminated or suspended in relation to a Participant, these Nominee Terms shall remain in force until the provisions of paragraph 11 apply in relation to any Shares held for that Participant.