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**CUR8 CAPITAL INVESTMENT & PLATFORM AGREEMENT**

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This agreement is dated on the date it is accepted by the Investor (defined below) as part of the Investor's onboarding process onto the platform at [www.cur8.capital](http://www.cur8.capital) (the "**Platform**").

## 1 PARTIES

- (a) **IFG.VC LIMITED**, acting through its brand name Cur8 Capital, (company number 112562744) of 71-75 Shelton Street, London, WC2H 9JQ and authorised and regulated by the Financial Conduct Authority (No. 943736); (the "**Company**"); and
- (b) each natural individual person, limited company (or other incorporated entity) or unincorporated partnership, trust (or similar) that accepts this agreement (the "**Investor**" and, together with all other investors on the Platform, the "**Investors**").

## 2 BACKGROUND

- 2.1 The Company regularly invests in private limited companies, funds, or other investment vehicles (the "**Investee Entities**" and each an "**Investee Entity**") via Cur8 (TT) Nominees Limited (the "**Nominee**") or such other nominee as the Company appoints and instructs from time to time, which is a private limited company incorporated in England & Wales, and controlled by the Company. The Nominee is responsible only for holding legal title over each Investment for the beneficial interest of the Investors and shall act in all material respects at the sole instruction of the Company with respect to each Investment it holds.
- 2.2 The Company offers a range of investments which include:
  - (a) equity or equity-like interests or other securities (which are referred to collectively in this Agreement as "**Shares**" and "**Shareholder**" shall be construed accordingly) via the Nominee; and
  - (b) debt or debt-based investments whereby the Company collects funds from Investors and uses investor monies to finance various Investee Entities in a Sharia compliant manner,(together the "**Investments**" and each an "**Investment**").
- 2.3 The Investor wishes to invest in an investment product offered on or via this Platform (each a "**Deal**") by investing the amount indicated by the Investor on the Platform (the "**Desired Investment Amount**") in exchange for shares, equitable interest or debt-based interest in the Investee Entity (the "**Investor's Shares**"), conditional upon the Deal being completed as described in paragraph 10.1. The ownership interest and underlying securities which constitute the Investor's Holding shall be determined pursuant to the information set forth on the Investment information portal hosted by Cur8 Capital (the "**Deal Page**"). For the purposes of this Agreement if, as set forth in the Deal Page, the shares issued by the Investee Entity as described in paragraph 10.1 constitute rights to or convertible into other types of shares in the Investee Entity at a later date, the Investor's Shares shall also mean those other types of shares.
- 2.4 For certain Investments there will also be a requirement to accept and enter into additional documentation, additional terms and conditions, and/or provide additional information. Where there is any conflict between the terms set out in the Deal Page or this Agreement, the terms set out in the Deal Page take precedence.
- 2.5 If the Deal is completed as described in paragraph 10.1, the Investor acknowledges that the Investor's Shares shall be purchased, administered and held on his or her behalf by the Nominee.
- 2.6 The Company shall work with a trustworthy Nominee for the custody of the Investor's

Shares and the Company shall administer investments made through it for Investors.

- 2.7 In order to give effect to the wishes of the Investor, as set forth in paragraphs 2.3 through 2.7, the Investor hereby authorises the Company to appoint the Nominee upon or similar to the terms set out in the proforma agreement in Schedule 1 (the "**Nominee Agreement**") as the nominee of the Investor to purchase, administer and hold the Investor's Shares on the Investor's behalf in the event that the Deal proceeds to legal completion.
- 2.8 The Investor should read these terms, including the Nominee Agreement appended hereto, carefully before agreeing to them, and should contact the Company if the Investor has any questions about this Agreement.
- 2.9 This Agreement deals with two key relationships:
- (a) your relationship with the Company with respect to the Platform is primarily covered from paragraphs 3 to 5; and
  - (b) your relationship with the Nominee and the Company with respect to each Investment is primarily covered from paragraphs 6 to 27 inclusive.

### **3 ELIGIBILITY**

- 3.1 In order to join the Platform as a member, you must be either (a) a natural person who is 18 years of age or over (which we refer to as an "**individual member**"), (b) a legal person, including a limited company, a limited partnership, a limited liability partnership, or other form of legal entity (which we refer to as a "**corporate member**"), (c) a partnership or unincorporated association, including a fund that is not structured as a legal person (which we refer to as an "**unincorporated member**") or (d) a department, executive agency or non-departmental public body of a national, regional, local or supra-national government (which we refer to as a "**government member**"). In executing this Agreement, you warrant to us that you meet the criteria of an individual member, a corporate member, an unincorporated member or a government member and that you are not subject to the laws of any territory which would make your participation in the platform unlawful.
- 3.2 **Ceasing to Be Eligible.** You must inform us as soon as reasonably practicable if you cease to be eligible to be a member. If you inform us, or if we otherwise discover, that you have ceased to be eligible as a member, your Platform membership will be suspended. If you later become eligible to be a member again and inform us of this, your Platform membership may be reinstated at our discretion.
- 3.3 **One Membership Only.** You may only become a member of the Platform once. You may not attempt to create multiple memberships for yourself by using different email addresses or other identifying information. If you attempt to do so, your membership may be terminated.
- 3.4 **Agents.** If you are a corporate member, an unincorporated member or a government member, you must designate at least one natural person to take actions on your behalf. We refer to this person as your "**Agent**". Your Agent is the person who provided his or her name as your appointed representative in the joining form on the platform. Should you wish to replace your Agent at any time, you may do so by having either the outgoing Agent or one of your directors or officers notify us. Your Agent is not an individual member (except to the extent that he or she joins separately as such) and only has rights and obligations under this Agreement to the extent that he or she is, or purports to be, acting for you. Throughout this Agreement, 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 doing so on your behalf, while any other reference to "you" shall be read as a reference to you

as a corporate member, an unincorporated member or a government member.

- 3.5 **Client.** If and to the extent that you make an investment through the platform you are our client, and we will treat you as our client for all purposes related to such investment. Unless we notify you otherwise, we will categorise you as a "retail" client for purposes of the FCA Rules.
- 3.6 **No Advice.** We do not provide advice or recommendations with respect to any aspect of transactions conducted through the platform, other than advice on the technical use of the platform. This means, among other things, that we cannot give you any investment, legal, taxation or other advice in connection with your membership or any investments you make through the platform, and nothing on the platform or in any communications we send to you is intended to constitute advice or a recommendation upon which you can rely. If you need or want advice, you should consult an appropriate professional financial, legal, taxation or other advisor.
- 3.7 **Location of Activities.** In executing this Agreement, you agree that all of the activities that we conduct with you take place within the United Kingdom, regardless of where you may be physically located at the time you use the platform or otherwise engage with us. This means that you agree that our activities are subject only to the laws of the United Kingdom and not to the laws of any other country in which you may be physically present at any given time, and therefore that any redress you may seek from us must be sought under United Kingdom law. However, you agree to comply with all relevant laws and regulations that may apply to your use of the platform in any jurisdiction in which you may be located. Without prejudice to this paragraph, you agree that under no circumstances will you make any claim to the effect that our activities are conducted in, or subject to, the laws of any country other than those of the United Kingdom.

## 4 THE PLATFORM

- 4.1 **Access.** Access to the Platform is performed using an authentication token. The authentication token may be a username and password pair, set up by you, or an authentication token provided by an external platform on which you have an account. Your Platform membership is personal to you and is not transferable. As long as the correct authentication token is used, we will assume that you are the person conducting activity on the platform. You may have one or more authentication tokens and we may or may not ask you for additional authentication tokens to allow you to perform specific actions on the platform. You may not permit any other person or device to access your authentication tokens (including, but not limited to, sharing or accidentally disclosing your authentication tokens). In the event you do, you will be fully responsible for all actions on the platform by the person or device to whom you permitted access and by any other person or device to whom that person or device permitted access, and we will not be liable to you for any losses, damages or costs arising from you permitting access to your authentication tokens. You should note that we may terminate or suspend your access to the platform under specified circumstances.
- 4.2 **Security.** Your authentication tokens are the methods used by us to identify you and so you must keep them secure at all times. You must notify us immediately if you learn or suspect that the security of your username or password, or of the account or accounts you use to sign in to the platform, may have been breached. If we receive such a notification from you or 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.
- 4.3 **Profile.** At some stage after you log onto the platform, you will be asked to complete a profile. The information you provide in your profile is the basis on which we identify you for purposes of communicating with you, fulfil any reporting obligations that we have to any regulatory or governmental authorities, and conduct any anti-money laundering or other checks we run on you, which you may change at any time. You must complete

the profile truthfully, and you must keep the information in your profile up to date.

- 4.4 **Content.** You are solely responsible for any content you post on the platform, including your profile, information posted in connection with a post-investment process and any other information you post. You may not post, transmit or share information on the platform that you do not own or have permission to display, publish or post. Neither we nor other Platform members shall be liable for your content, and you agree to compensate us and other Platform members for any loss, damages or costs arising from or in connection with any content you post on the platform.
- 4.5 **Interactions with Other Platform Members.** You are solely responsible for your interactions with other Platform members. We reserve the right, but are not obliged, to monitor actions and disputes between you and other Platform members, and we reserve the right to remove any communications that you post that we consider to be abusive, trolling, spam, or otherwise inappropriate (including any discussion of commencing legal action).

## 5 INVESTMENT AUTHORISATION & DILIGENCE

- 5.1 **Restriction.** Not all Platform members are allowed to act as investors. In order to become what we call an "investment-authorised member", normally you must self-certify either as a "high net worth investor", or a "self-certified sophisticated investor", (or the equivalent of such investor categories under the laws of the territory in which you are resident or situated), in each case in accordance with section 4.7 of the Conduct of Business Sourcebook within the FCA Rules. In certain circumstances you may also become an investment-authorised member if you are a corporate finance contact, a venture capital contact or a professional client for the purposes of the FCA Rules, and we notify you as such. Self-certification involves electronically signing a statement (provided on the platform) that says that you fall within the relevant definition, and from time to time we may ask you to re-confirm any self-certification or provide evidence supporting your self-certification. If you wish to change your certification, please notify us in accordance with paragraph 46. You may also be required to complete and achieve a sufficient score on our Investment Authorisation Quiz, (defined below), or another assessment in order to demonstrate that you sufficiently understand the risks involved in the types of investments available on the platform. Without prejudice to this authorisation process, by executing this Agreement you warrant to us that, 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 and other businesses of the type displayed on the platform. In the case of a corporate member, an unincorporated member or a government member, completion of the authorisation process by your Agent constitutes completion by you on behalf of the individuals you represent, and the outcome of such completion will be binding on you even if you subsequently replace your Agent.
- 5.2 **Investment Authorisation Quiz.** The purpose of the investment authorisation quiz you submit as part of your onboarding process (the "**Investment Authorisation Quiz**") is to allow us to make a determination as to whether you have the experience, expertise and knowledge required to understand the risks involved in, and make your own investment decisions about, the investments available through the platform. You will be presented with a set of questions and, based on the answers you provide, we will make a determination as to whether or not you sufficiently understand the risks involved in the types of investment available on the platform. We may, at our discretion, permit you to complete the Investment Authorisation Quiz again at a future date, but we are under no obligation to do so.
- 5.3 **Entirely Our Decision; No Liability.** The decision whether to authorise you to act as an investor is entirely ours, and notwithstanding the authorisation processes described in this paragraph, we may decide for any reason or no reason not to authorise you. We will not be liable to you for any losses, damages or costs arising from our decision not

to authorise you.

- 5.4 **Revoking Authorisation.** If we have authorised you to act as an investor, we will not normally revoke that authorisation (except in accordance with termination or suspension of your membership, as described in paragraphs 29 and 30), 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 investment decisions about, the investments available through the platform or if we consider there may be legal restrictions on you making investments through the platform. We reserve the right to revoke authorisation in instances abusive, aggressive, threatening, or otherwise inappropriate behaviour. This includes any conduct, whether verbal, written, or physical, that we reasonably believe poses a risk to our staff, representatives, systems, or reputation. Separately, if you no longer wish to be an investment-authorised 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 an investor, but you will continue to be able to act as an entrepreneur, and you will be able to participate in the post-investment process for investments already completed.
- 5.5 **Overseas Territories.** Platform members who are resident of, or situated in, territories outside the United Kingdom ("**overseas members**") may not become investment-authorised members if their accessing of investment opportunities, and making investments through the platform would contravene any local legislation or other regulatory requirements. Overseas members may be required to comply with additional or alternative requirements to become investment-authorised members.
- 5.6 **No Offering to the Public.** The opportunity to invest in the shares of a business, may also be deemed to involve an "offer" to you of those shares. In executing this Agreement, you are expressly agreeing that you consider, and will treat for all purposes, any such offer (a) as "not being calculated to result, directly or indirectly, in such shares becoming available to persons other than those receiving the offer," as that phrase is used in section 756(3) of the Companies Act, and, as a consequence, (b) as not being a "public offer" for purposes of section 755 of the Companies Act.
- 5.7 **Identity and Anti-Money Laundering Checks.** We have certain responsibilities under the FCA Rules and other applicable regulations to verify the identity of, and run anti-money laundering checks on, clients who act as investors. In order to fulfil these responsibilities, we may use third-party identification checking services to confirm your identity when you first seek to transfer money into your account. In the event that this service is not able to verify your identity to a sufficient level of authentication, you may be asked to send us physical or scanned versions of certain identification documents. From time to time after you have made your first transfer into your account, we may need to run additional identity checks on you. In executing this Agreement, you expressly agree that we may run any and all of these checks on you, and that you may not be able to transfer money into your account or make investments until and unless these checks are completed. We will not be liable for any losses, damages or costs arising from our conduct of these checks or your inability to transfer money into your account or make investments while the checks are pending or as a result of the unsatisfactory completion of the checks.
- 5.8 **Our Review and Approval.** We have reviewed every campaign that you see on the platform (or, in the case of campaigns created by us, we have prepared the campaign), and its contents, as of a specified date, has either:
- (a) been approved by us, as a financial promotion for the purposes of the FCA Rules. This means that we have concluded that the information, taken as a whole, is "fair, clear and not misleading" as of such date, which in turn means that for factual statements we have reviewed evidence of their accuracy, and that for aspirational statements or statements of opinion or belief we believe they are phrased appropriately in light of their speculative or subjective nature. You

should note that in the case of factual statements, the evidence we review is provided by the business, and while we take reasonable care in our review we do not audit it, which means that we may not be able to, and will not be liable if we fail to, identify forged or altered evidence or information or deliberately misleading or inaccurate statements (other than by reason of our wilful default or fraud). You should further note that in the case of aspirational statements or statements of opinion or belief, the nature of the types of businesses displayed on the platform is such that they are likely to have high ambitions, and we may approve statements that convey those ambitions even where we do not have a view on whether it is likely that they will be fully realised, and approval does not convey a belief on our part that it is likely that they will be fully realised; or

- (b) been provided to you as an exempt financial promotion pursuant to the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (FPO). Where this is the case we have not conducted a detailed analysis as to whether the financial promotion is “fair, clear and not misleading” and any ancillary benefits or protections that would arise with an authorised financial promotion do not arise.

## 6 INVESTMENT TERMS

### 6.1 The Investor hereby agrees to:

- (a) make any Investment on the terms and subject to the conditions set forth in this Agreement (as varied by the terms of any Investment as set out in a particular Deal Page);
- (b) where applicable, fill in any additional information requested by the Company, and accept and enter into any additional agreements relevant to particular investments; and

pay the Desired Investment Amount for the Investment on or prior to the date specified in the Deal Page (the **"Due Date"**). Payment must be made as directed on the Platform. We shall not be held liable for any payments made to the wrong account. If the Investor wishes to invest after the Due Date, this shall be at the discretion of the Company and the Company reserves the right to reject late investments, but will make commercially reasonable efforts to accommodate all Investments to the extent practicable and feasible. Payment must be made as directed on the Platform and/or Deal Page.

### 6.2 In making the agreement set forth in paragraph 6.1, the Investor agrees and acknowledges that:

- (a) he or she has done so based solely on the information contained in the approved Deal Page and any linked approved documents made available as part of the Deal Page and such independent knowledge as the Investor may have. For the avoidance of doubt, the approved Deal Page does not include any discussion, document or information contained elsewhere on the Company's website or on any other website. The Investor understands that no information about the Investee Entity other than what is set forth in the Deal Page itself has been reviewed or approved by the Company;
- (b) he or she has read and understood the risk warning set forth in the investment memo (sometimes presented as an investment deck) with respect to each investment product (each an **"Investment Memo"**) and he or she fully accepts the risks described therein and any other risks inherent in investing in such opportunities;
- (c) he or she has read and understood the terms of the Nominee Agreement and

acknowledges that the Nominee shall be appointed upon those terms; and

- (d) the Company reserves the right to reject the Investor's investment or payment for any reason or no reason, and does not need to inform the Investor of the reason for the rejection.

6.3 The investor hereby authorises the Company (or such other Nominee or other entity or natural persons as the Company may appoint or delegate such powers to from time to time) to enter into, sign, release, and execute all relevant documentation to enter into an investment, appoint relevant third parties to act as nominee, custodian or advisor with respect to the Investor's Shares, to manage the Investor's Shares on an ongoing basis in line with the requirements set out in this agreement, and to exit from the investment in accordance with paragraph 17. The Investor hereby ratifies all actions undertaken by the Company (or the Nominee under the direction of the Company) in connection with all Investments entered into by the Investor.

## **7 APPOINTMENT OF NOMINEE BY THE INVESTOR**

7.1 The Investor hereby instructs the Company to appoint the Nominee as the Investor's nominee with respect to the Investor's Shares upon the terms of the Nominee Agreement.

7.2 The Investor hereby acknowledges and agrees that, if and when the Company makes a decision to complete on the Investment (the "**Completion Determination**"), the Company shall:

- (a) unless the Investor's payment is made directly to the Investee Entity as referred to in paragraph 0, use the monies transferred by the Investor to the designated client account set out on the Deal Page (the "**Investment Amount**") to purchase the Investor's Shares on behalf of the Investor in accordance with paragraph 10.1;
- (b) work with a reputable Nominee to hold the Investor's Shares;
- (c) administer the Investor's Shares in accordance with the terms of this Agreement; and
- (d) have and claim no beneficial or other interest in the Investor's Shares except in its capacity of instructing the Nominee on behalf of each Investor, in each case on the terms and subject to the conditions set forth in this Agreement.

7.3 The Investor and the Company each agree that the relationship between the Investor and Nominee shall be that of beneficiary and trustee only, that there is no intention to create a relationship of partnership between the Investor and the Nominee, and that this Agreement should not be construed to create any partnership or other form of joint venture between the Investor and the Nominee, and that all of the Investor's communications with respect to investments shall be with the Company.

7.4 Although the Nominee shall be the nominee of the Investor in relation to the Investor's Shares, the Investor irrevocably agrees that he or she 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.

## **8 CANCELLATION RIGHTS**

8.1 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 invests after the Due Date the Investor will not have a Cancellation Right. However, if the Investor fails to complete payment for the Investor's Shares by the time such payment is due pursuant to paragraph 0, the Company may deem the Investor to have cancelled his or her investment. If the Investor wishes to increase or decrease the amount of his or her investment, he or she must contact the Company who may be able to facilitate this change at their discretion.

- 8.2 If the Investor exercises his or her Cancellation Right or Investee Entity cancel the Investment after the Investor has paid for the Investor's Shares as directed on the Platform, the Company shall refund the Desired Investment Amount to the Investor's bank account (the "**Investor's Bank Account**"), and this Agreement and the nominee arrangement contemplated hereby shall terminate in accordance with paragraph 29.1. If the Investor has made payment directly to the Investee Entity, the Nominee shall bear no responsibility whatsoever in respect of the refund of such payment and the Investor hereby releases and discharges the Nominee from all claims, damages and causes of action of any kind which may arise as a result of such payment being made to the Investee Entity.
- 8.3 When refunding, the Company shall only be responsible for refunding the amount as received by it net of any applicable bank charges (which are outside of the Company's control).
- 8.4 If an Investor originally sent money in a foreign currency, the Company shall only be responsible for refunding the amount which was received by it in the currency of the bank account to which it was sent, net of any bank fees or currency conversions, and is under no obligation to ensure that the Investor receives the total amount he or she originally sent in his or her home currency. When refunding in such circumstances, the Company shall send the amount received by it back to the Investor, and is unable to guarantee what the net amount received by the Investor will be.

## **9 DEAL CLOSING**

- 9.1 Each Deal shall close on the earlier of:
- (a) the end of the stated period of the fundraising round for the Deal (the "**Fundraising Period**");
  - (b) the Maximum Allocation of investment from the Investee Entity to the Platform being reached (as defined below); or
  - (c) the Company deciding to close the Deal to new funds.

Provided that, in each case, the Company retains sole discretion to extend the Fundraising Period.

- 9.2 Upon a Deal closing, the Investee Entity shall confirm how much of the raised Investment it will accept. As a result, it may be that only part of the Desired Investment Amount will be allocated to purchase the Investor's Shares, or none of the Desired Investment Amount will be allocated meaning that the Investor's Shares will not be purchased, in which case the Company shall notify the Investor and part or all of the Desired Investment Amount will be refunded to the Investor's Bank Account. Unless otherwise stated on the Deal Page, the Desired Investment Amount for each Investor will be included on a first-come first-served basis, including with respect to any SEIS allocation.
- 9.3 Maximum allocation shall mean such amount of investment into the Investee Entity as agreed between the Investee Entity and the Company from time to time (the "**Maximum Allocation**").

## 10 COMPLETION

- 10.1 Upon a Deal closing and all Investment monies being held ready to be released to the Investee Entity, the Company and Nominee shall undertake final legal due diligence, anti-money-laundering and know-your-customer checks. If all final checks are satisfactory, the Nominee shall execute, only upon the Company's instruction, a subscription agreement and/or other agreement(s) in respect of the investment in the Investee Entity in its capacity as nominee of the Investor:
- (a) the total Investment monies shall be released to the Investee Entity in exchange for the shares (or other interest) in the Investee Entity being issued to the Nominee as nominee for the Investors; and
  - (b) the Nominee shall keep safe any physical and electronic share certificates (or other similar documentation) of the Investee Entity which it holds as nominee. In this Agreement where reference is made to the Company being, or exercising the rights of, the registered legal shareholder of the shares in the Investee Entity on behalf of the Investor, it shall be understood to mean the Company's chosen Nominee acting on the instructions of the Company on behalf of the Investor.
- 10.2 If the Company decides not to proceed with the Investment it shall notify the Investor of such decision and refund the Desired Investment Amount to the Investor's Bank Account unless otherwise agreed with the Investor.
- 10.3 The amount actually used to purchase the Investor's Shares pursuant to the process described in paragraph 10.1(a), which will be recorded in the Platform, is referred in this Agreement as the **"Investment Amount"**.

## 11 SEIS/EIS RELIEF

- 11.1 The Company has implemented a number of measures to ensure that, if the Investee Entity 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 Small Company Enterprise Centre of HM Revenue & Customs (the **"SCEC"**), but the Company 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).
- 11.2 If the Investee Entity is described as both EIS and SEIS Eligible, SEIS will apply up to the limit stated in the Campaign, and EIS will apply to the remainder of the available Investment unless otherwise stated.
- 11.3 If the Investor has confirmed that they are a UK taxpayer or else notifies the Company that he or she wishes to apply for EIS or SEIS relief in respect of the Investor's Shares:
- (a) the Company shall send any relevant documentation which is sent by the Investee Entity with respect to EIS or SEIS relief to the Investor by email as soon as reasonably practicable after the Company receives such documentation;
  - (b) the Company shall supply the Investee Entity 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
  - (c) the Investor shall supply the Company with such information relating to the Investor as the Company may require to provide the Investee Entity in connection with any application for EIS or SEIS relief.

- 11.4 The Company shall not be responsible for ensuring that the Investee Entity 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 Company 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 Entity 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.
- 11.5 The Investor acknowledges that the Company may, in the exercise of its powers under this Agreement and any other agreement under which it has powers to instruct the Nominee with respect to the Investor Shares in the Investee Entity, 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 Investors owning shares of the Investee Entity taken together as a group, having regard only to the shares of the Investee Entity held by the Nominee on their behalf. Neither the Company nor the Nominee shall be liable to the Investor, and hereby disclaim to the fullest extent permissible by law, all liability for any losses or damages thereby incurred by the Investor as a result of the Company or the Nominee's exercise of such powers.

## **12 HOLDING AND ADMINISTRATION OF INVESTOR'S SHARES**

- 12.1 Following completion of the purchase of the Investor's Shares pursuant to paragraph 10.1(a) and at all times until this Agreement and the nominee arrangement is terminated pursuant to paragraph 29, the Company shall instruct the Nominee to hold and administer the Investor's Shares as it believes to be in the best interests of the Investors, taken together as a group, having regard only to the shares of the Investee Entity held by the Nominee on their behalf, the nature of the Investment, the Company's fiduciary, legislative and regulatory obligations and macroeconomic trends, including but not limited to:
- (a) casting votes;
  - (b) issuing or refusing to issue consents or approvals;
  - (c) approving or declining to approve any Exit Transaction, provided that the Company shall make commercially reasonable efforts to inform and consult with Investors with respect to such; and
  - (d) 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.
- 12.2 Notwithstanding paragraph 12.1, the Company shall only instruct the Nominee to sell, transfer or otherwise dispose of ("**Sell**") the Investor's Shares in accordance with paragraphs 16, 17, 22 or 27.

## **13 CLIENT MONEY**

- 13.1 The cash we hold for you is money we have received from you or a third party for your benefit. This includes your money held pending investment, income received from your investments and the proceeds from selling your investments before the money is distributed to you or reinvested.
- 13.2 Cash we hold for you is held by the Company on trust in a designated client bank account selected by the Company and is segregated from the Company's own funds in accordance with the FCA's client money rules and guidance. Your cash may be held in 'pooled accounts', which means it may be held in the same accounts as that of other clients using the IFG.VC Service.

- 13.3 In line with the Company's cash management procedures, several different institutions may be used to spread the risk of default. Your cash may also be placed in notice or unbreakable term deposit accounts to increase the number of institutions available to us for placing your cash or to avoid charges for depositing your cash which would otherwise be passed on to you.
- 13.4 Cash held may be placed in accounts with notice periods of, or on deposit for fixed terms of, up to 95 days. Placing your cash in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from your Accounts. However, such amounts may not be immediately available for distribution in the event of default by the Company or by one of the institutions with whom your money is held.
- 13.5 The banks or credit institutions with whom client bank accounts are held are independent of the Company, and neither accepts liability for any default or delay in the distribution of funds on their failure. When you or we close your Account, the Company will make reasonable endeavours to pay out any residual balances that subsequently accrue where such amounts exceed £5. Any amounts of less than £5 may be donated to a charity of our choice. We reserve the right to return money, whether received by cheque, bank transfer or debit card to the source it originated, subject to normal banking clearance times.
- 13.6 We may be required by regulation to return money in certain situations, including where we have not been provided with sufficient information within the timescales prescribed to allocate a payment to your Account.
- 13.7 No interest will be payable on monies held as Client Money.

## **14 CUSTODY**

- 14.1 Detailed records of all your investments and assets in your Account will be kept at all times. Investments you purchase or transfer into an Account will be held in the name, or to the order, of the appointed Nominee.
- 14.2 The Nominee is a non-trading company set up to hold investments on behalf of our clients. The Company is responsible and liable for the Nominee to the same extent as for its own acts. Investments held on your behalf may be pooled with the investments of other clients, and as a result your holding may not be individually identifiable on the relevant company register.
- 14.3 In the event of the failure or default by a third party, which results in the actual investments held (as identified on the relevant company register) being less than the amount intended to be held (as recorded on our systems) then as the investments are pooled, you may be required to share proportionally in any shortfall. If we identify a discrepancy between our records and those of a third party which indicates a shortfall in your investments, and we are unable to rectify that discrepancy promptly, we will segregate an equivalent amount of our own money as client money in order to rectify the shortfall until the discrepancy is corrected.
- 14.4 If the Company were to fail, then you would be entitled to bring a claim for your proportionate share of any money which has been segregated and held as client money for the purpose of rectifying any shortfall in your investments. We may be required to give your details and details of your shareholding to Companies House, the relevant company's registrars, or the company itself (or its authorised representative). Investments will not be lent to a third party and we will not borrow money against your investments.
- 14.5 We may use a third party custodian to hold certain overseas investments. The settlement, legal or regulatory requirements that apply to those investments may differ from those applicable in the UK. Your investments may not benefit from the same

protections in the event of the insolvency of the third party that may apply under UK law. The third party may have a security interest, lien or right of set-off over your investments. This may be required by law in the jurisdiction in which your investments are located or may be imposed by the third party as security for the fees it charges for holding your investments. There is a risk that the third party may exercise its rights over your investments and reduce the amount of your investments even where you have not breached any of your obligations under these Terms. Your overseas investments which are held by a third party will also be pooled with those of other clients. This means investments will not necessarily be immediately identifiable by way of separate certificates. It may also not be possible under local laws for your assets to be separately identified from assets belonging to the third party custodian or other third parties.

- 14.6 If the Company or the third party were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients. The Company will be responsible for claiming and receiving dividends, interest and other income payments accruing to your investments held by the nominee.

## **15 RIGHTS TO NOTICES AND VOTES**

- 15.1 Notwithstanding paragraph 12.1, the Company shall arrange for the Investor to receive details of any meetings of the shareholders of the Investee Entity, and any other information issued under company law to legal shareholders of the Investee Entity, if the Investor at any time in writing requests such details and information.
- 15.2 In the event that the Investor has requested details of meetings of the shareholders of the Investee Entity pursuant to paragraph 15.1, the Investor shall be entitled, as a matter of right, to require the Company 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 Entity.

## **16 PRE-EMPTION OFFERS**

- 16.1 The constitutional documents of the Investee Entity, the terms of any subscription agreement or other agreement(s) in respect of the investment in the Investee Entity, or any legislation or rules to which the Investee Entity is subject, may give the Investor (together with any other Investors for whom the Nominee holds shares in the Investee Entity and other shareholders of the Investee Entity) the right to be offered new shares of the Investee Entity (or securities giving rights to or convertible into such shares) or to purchase existing shares of the Investee Entity before they are offered to third parties. The Investor acknowledges that:
- (a) if an Investee Entity 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 Company from time to time;
  - (b) if a Pre-Emption Offer is made to the Investor as described in paragraph 16.1(a) the Company 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;
  - (c) any such Pre-Emption Offer will typically be subject to the Investor accepting it within a designated period of time; and
  - (d) notwithstanding the provisions of paragraphs (a) to (c), the Company 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 shares of the Investee Entity taken together as a group, having regard only to the shares of the Investee Entity held by the Nominee on their behalf.

## 17 SALES OF INVESTOR'S SHARES

The Company may instruct the Nominee to Sell the Investor's Shares in accordance with the following provisions:

17.1 In the event that the Investee Entity or some or all of its shareholders (whether or not including the Nominee) enter into either:

- (a) a transaction in which the Investee Entity'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 Entity, the terms of any subscription agreement or other agreement(s) in respect of the investment in the Investee Entity, or any legislation or rules to which the Investee Entity is subject (a **"Mandatory Exit Transaction"**); or
- (b) a Change-of-Control transaction or initial public offering process pursuant to which the Investee Entity'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 Entity, the terms of any subscription agreement or other agreement(s) in respect of the investment in the Investee Entity, or any legislation or rules to which the Investee Entity is subject (a **"Voluntary Exit Transaction"**);

the Company may instruct the Nominee to Sell such Investor's Shares pursuant to such Mandatory Exit Transaction or Voluntary Exit Transaction. "Change of Control" usually means in relation to the Investee Entity, more than 50% of the voting rights attaching to the shares of the Investee Entity are Sold or to be Sold to one person or group of persons acting in concert, but may be defined differently in the governing documents of an Investee Entity.

17.2 In the event that the Company receives an offer to purchase all the shares held by the Nominee in the Investee Entity (**"Nominee Exit Transaction"** and together with a Mandatory Exit Transaction and a Voluntary Exit Transaction, an **"Exit Transaction"**) and the Company believes such offer represents a bona fide and reasonable offer for the Investors for whom the Nominee holds shares in the Investee Entity, taken together as a group, having regard only to the shares of the Investee Entity held by the Nominee on their behalf:

- (a) the Company shall provide the Investors for whom the Nominee holds shares in the Investee Entity with such information about the Nominee Exit Transaction as is reasonably practicable, and shall provide instructions on how to accept such offer within a designated period of time (for the avoidance of doubt, the Investor may be deemed to accept such offer by failing to inform the Company that the Investor rejects the offer within the designated time period);
- (b) if the Investors for whom the Nominee holds shares in the Investee Entity that accept the offer (which may or may not include the Investor) together represent:
  - 50% or more of the shares held by the Nominee in the Investee Entity;
  - 50% or more of the number of shareholders for whom the Nominee holds shares in the Investee Entity; and
  - if the Investee Entity is EIS and/or SEIS Eligible, 50% or more of the shares held by the Nominee in the Investee Entity by shareholders, and

50% or more of the number of shareholders for whom the Nominee holds shares in the Investee Entity, who would lose EIS and/or SEIS relief as a result of the Nominee Exit Transaction;

the Company may instruct the Nominee to Sell such Investor's Shares, together with the shares of the other Platform Members for whom the Nominee holds shares in the Investee Entity, pursuant to such Nominee Exit Transaction.

- 17.3 Where the Company receives an offer to purchase all the shares held by the Nominee in the Investee Entity where the shareholding of the Nominee in the Investee Entity is below such amount as to be a determining factor in the decision-making, the Company shall make the decision, acting in the interest of the Investors into the Investee Entity taken as a whole.
- 17.4 To the extent that the Investee Entity is not listed or admitted to trading on a public securities exchange, in the event that an opportunity arises for the Company to Sell some or all of the Investor's Shares other than pursuant to an Exit Transaction (a **"Secondary Market Transaction"**), and the Company believes that the Secondary Market Transaction represents a bona fide and reasonable opportunity for the Investor:
- (a) the Company 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;
  - (b) if the Investor instructs the Company to Sell such Investor's Shares, the Company 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:
    - 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
    - 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 Company and the other parties to the Secondary Market Transaction; and
  - (c) if the Investor instructs the Company not to Sell such Investor's Shares or does not provide the Company with instructions in the period of time designated by the Company, the Company shall not Sell such Investor's Shares and instead shall continue to hold them as nominee of the Investor in accordance with the terms of this Agreement
- 17.5 To the extent that the Investee Entity is listed or admitted to trading on a public securities exchange, the Investor may request that the Company approaches its nominated stockbroker in respect of Selling some or all of the Investor's Shares. The Investor acknowledges that the fact of the Investee Entity 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 Company to Sell the Investor's Shares (a **"Stock Market Transaction"**):
- (a) the Company 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;
  - (b) if the Investor instructs the Company to Sell such Investor's Shares, the Company shall use its reasonable endeavours to Sell such Investor's Shares

through its nominated stockbroker pursuant to the terms of the Stock Market Transaction, and the Investor acknowledges that:

- The Stock Market Transaction may be subject to certain conditions determined by the stock exchange and the willingness to proceed of the counter-party to the Stock Market Transaction; and
  - 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 Company, the Company's nominated stockbroker, and the other parties to the Stock Market Transaction; and
- (c) if the Investor instructs the Company not to Sell such Investor's Shares or does not provide the Company with instructions in the period of time designated by the Company, the Company 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.
- 17.6 If the Company Sells some or all of the Investor's Shares pursuant to paragraphs 17.1, through 17.5 then:
- (a) with respect to any cash received in consideration of such Investor's Shares, the Company shall, as soon as practicable after receiving such cash, distribute it to the Investor by crediting it to the Investor's Bank Account, subject to any administration fee and any fee payable to the Company's nominated stockbroker; and
  - (b) 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 19.
- 17.7 In the event the Investor's Shares are fractional shares, the Company shall use reasonable efforts to honour the Investor's instructions to hold or sell the Investor's Shares in accordance with this paragraph. Where it is not possible to hold or sell the Investor's Shares as fractional shares, the Company may take any actions it deems necessary with a view to returning proceeds to the Investor, including but not limited to selling part or all of the Investor's Shares and distributing the proceeds to the Investor in accordance with paragraph 19.

## **18 DISTRIBUTIONS FROM INVESTEE ENTITY**

- 18.1 If the Investee Entity pays a cash dividend or makes a cash distribution and the Deal is one which offers Investors dividends or other forms of income, the Company shall instruct the Nominee to, as soon as reasonably practicable after receiving such dividend or distribution from the underlying Investee Entity or in accordance with such dividend frequency as communicated for a given Investment, distribute it to the Investor by crediting it to the Investor's Bank Account in accordance with the proportion of the entitlement he or she holds, or the Company shall ask the Investee Entity to facilitate the direct payment of such monies to the Investor's Bank Account. For certain Investments, the Investor has the option of reinvesting their dividend. This will be communicated via the Deal Page.
- 18.2 In the event that the Investee Entity makes a distribution of property other than cash to the holders of its shares, the Company shall instruct the Nominee to hold or Sell such property as nominee of the Company in accordance with paragraph 19.

## **19 NON-CASH PROPERTY**

- 19.1 In the event that at any time the Nominee holds property, other than the Investor's



Shares or cash, as nominee of the Investor, the Company shall instruct the Nominee to administer such property in the interests of the Investors on whose behalf the Nominee holds that property or a part of that property or linked property (the Investors 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 19.2 or paragraph 19.5 respectively.

- 19.2 The Company may instruct the Nominee to Sell some or all of any non-cash property described in paragraph 14.1 at any time, in any manner and for any consideration it deems advisable in its discretion and in the interests of the Investors on whose behalf the Nominee also holds that property or a part of that property or linked property (the Investors taken together as a group, having regard only to their interests in such property).
- 19.3 If the Nominee receives cash in consideration of property it Sells pursuant to paragraph 19.2, the Company shall instruct the Nominee to 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 17.6(a).
- 19.4 If the Nominee receives non-cash property in consideration of property it Sells pursuant to paragraph 19.2, the Company shall instruct the Nominee to treat it in the same way as treat non-cash property received in consideration of the Sale of the Investor's Shares pursuant to paragraph 17.6(b).
- 19.5 The Nominee may, at any time and entirely at its discretion, transfer legal ownership of some or all of the non-cash property described in paragraph 19.1 to the Investor.

## 20 FEES

- 20.1 Full fees per investment vary and should be considered by reference to each investment's Deal Page. The Company will usually charge an upfront fee (the "**Admin Fee**") in consideration for its services to the Investor in facilitating the investments in such entities, and other third parties (e.g. payment services providers) may also be entitled to upfront investor fees in consideration for their services, all as set forth in the Deal Page.
- 20.2 **Exit Fees We Charge You.** We will typically charge you an administrative fee up to 2.5% of the total exit amount in addition to a profit share if you make a profit from an investment (the "**Exit Fee**"). If you receive proceeds from an investment that in aggregate exceed the amount of capital you invested, we will deduct a percentage of the excess before crediting the money to the balance of your Investor's Bank Account. This means that, once you have received your capital back from a given investment, any future proceeds will be subject to a deduction for our fee. Our rights to fees in respect of any given investment will be as set forth in the relevant Investment Memo or Deal Page associated with that Investee Entity.
- 20.3 You will be charged a fee structure depending on whether or not you are a Cur8 Capital Member. The fee structures are set out at <https://cur8.capital/pricing/>. We reserve the right to change this fee structure on an ongoing basis. You will be clearly informed of any change.
- 20.4 In order to become an Cur8 Capital Member you can sign up to an annual subscription at <https://cur8.capital/pricing/>. Membership will usually work out cheaper for anyone looking to invest a few times in a year. Membership also comes with its own additional perks as set out in greater detail on the membership page.
- 20.5 **Fees We Charge Entrepreneurs.** We do not charge a fee to entrepreneurs of startup companies, though we may charge Investee Entities that are private funds or related to other asset classes.

- 20.6 We reserve the right to vary the fees charged and other terms set out in this Agreement applicable to a Deal on a case by case basis as agreed in writing between us and an Investor.

## **21 OBLIGATIONS OF THE COMPANY**

- 21.1 In taking the actions and fulfilling the obligations set forth in this Agreement, the Company 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 Company not to take an action or fulfil an obligation set forth in this Agreement if precluded by a contractual arrangement with the Investee Entity which the Company has entered into in the belief that such contractual arrangement is in the best interests of the Investor. The Investor also acknowledges that the Company has like duties to the other Investors on whose behalf the Company instructs the Nominee to acquire and hold shares of the Investee Entity and that in determining whether its actions are in the best interests of the Investor:
- (a) the Company 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 Investors as a group; and
  - (b) the Company shall be entitled to have regard only to the interests of the Investor and any other Investors in relation to the shares of the Investee Entity held by the Nominee on their behalf.
- 21.2 The Company shall not be liable to the Investor, and hereby disclaims to the fullest extent permissible by law all liability, for:
- (a) Any losses or damages resulting from or related to actions taken or omitted to be taken by the Company in connection with matters contemplated by this Agreement, including, without limitation, actions in connection with paragraphs 9 through 19, except to the extent that such losses are the direct result of fraud, wilful default or gross negligence on the part of the Company; or
  - (b) 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.
- 21.3 Without prejudice to paragraph 21.2, in no event shall the Company be liable to the Investor for more than the total amount invested by the Investor in the shares of the Investee Entity pursuant to this Agreement.
- 21.4 Nothing in this Agreement shall limit the Company'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.
- 21.5 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 Entity is incorporated and has its place of business. The Investor is entirely responsible for paying any such taxes and the Company shall bear no responsibility whatsoever in respect of them (save making any deductions or withholdings which the Company is required by the law to make), including, without limitation, notifying the Investor of any obligations that have or may have arisen.

## **22 LIQUIDITY MANAGEMENT**

- 22.1 The Company has permission to manage the liquidity of investor monies by investing into low-risk assets on behalf of investors to protect against inflation. This includes investments into, but not limited to, short term deposits with established banks such as

BLME Bank, Ajman Bank, ADCB, United Arab Bank and others. Where the Company does this, it reserves the right to charge an administrative fee to handle the liquidity management operations. The Company will use Sharia-compliant facilities for such arrangements.

- 22.2 For the avoidance of doubt, any interest earned while monies are not yet deployed through the Nominee's bank account shall be due to the Custodian, and any profit rate earned post deployment shall either accrue to the Investee Entity or the Company unless otherwise specified in the Deal Page.

## 23 TRANSFER OF SHARES TO PRIVATE BUYER

- 23.1 If permitted by the constitutional documents of the Investee Entity, the terms of any subscription agreement or other agreement(s) in respect of the investment in the Investee Entity, the Investor may transfer the beneficial interest in some or all of the Investor's Shares to any private buyer. Such transfer shall only be effective, and the Company shall only recognise the transferee as the beneficial owner of such Investor's Shares, once:
- (a) the Investor notifies the Company of the transfer in accordance with the notice provisions set forth in paragraph 46.
  - (b) the transferee has executed a transferee nominee agreement in the form and manner prescribed by the Company (a **"Transferee Nominee Agreement"**) together with any other documents the Company may reasonably require in connection with such transfer;
  - (c) the Investor or transferee has made arrangements satisfactory to the Company for the settlement of any stamp duty, stamp duty reserve tax or other transactional taxes or fees payable in respect of the transfer of the beneficial interest in such Investor's Shares; and
  - (d) the Investor or transferee has paid the Company the transfer registration fee specified to them.
- 23.2 From time to time, the Company may facilitate an exit request by the Investor by way of a sale of the Investor's shares to another Investor, and the Investor hereby acknowledges and agrees to grant a power of attorney to the Company to execute all relevant documentation, legal agreements, share purchase agreements, and any other reasonably required documentation to facilitate such transfer of shares to an alternative Investor. However, this is not a guaranteed exit route and Investors are ultimately bound by the terms of an Investment as stated in the applicable documents within the Deal Page.
- 23.3 The Investor acknowledges that there may be fees which are incurred as part of facilitating the exit request specified in clause 23.1, which shall be noted on the offering documentation or communicated to the Investor prior to the transaction completing.

## 24 REDEMPTIONS

- 24.1 Certain Deals offered on the Platform are offered with the ability for Investors to redeem from that Investment (**"Redemption"**) provided that they give the requisite notice stipulated within the Deal Page for that Deal.
- 24.2 Redemptions are offered on a best efforts basis and do not constitute a guarantee. Redemptions are subject to the liquidity management of that particular Investment. We reserve the right to reject a redemption request in part or in whole, or to lengthen the time period within which to provide facilitate a Redemption.

## 25 DEATH

- 25.1 In the event of the death of the Investor, the Company shall instruct the Nominee to hold the Investor's Shares and any property received in consideration of Investor's Shares as nominee for his or her 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 27.2.
- 25.2 If the Company 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 Company of the instructing party's authority to give such instructions:
- (a) the Company shall instruct such Inheritor to join the Platform as an Investor through the means provided on the Platform, provided, that if such Inheritor is not eligible to join as an Investor, the Company will create a special membership on his or her behalf that entitles him or her 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 the Inheritor Nominee Agreement referred to at paragraph 25.2(b) below) but take no other actions through the Platform; and
  - (b) at such time as the Inheritor executes an Inheritor Nominee Agreement in the form and manner prescribed by the Company and Nominee (an **"Inheritor Nominee Agreement"**):
    - 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
    - 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.

## 26 REPLACEMENT OF NOMINEE

- 26.1 Subject to the terms of the Nominee Agreement, the Company 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 Company 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.
- 26.2 Upon a New Nominee's acceptance of an appointment pursuant to paragraph 26.1:
- (a) the New Nominee shall be deemed the Nominee for all purposes of this Agreement, 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
  - (b) the departing Nominee shall cease to be the Nominee and shall no longer be bound by this Agreement.

## 27 NOMINEE'S RELEASE OF INVESTOR'S SHARES TO INVESTORS

- 27.1 Upon the Company's sole instruction, 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 either:

- (a) the Company concludes that the Nominee is no longer in a position to hold and administer such Investor's Shares in the best interests of the Investor and in compliance with all applicable laws and regulations, and the Company has not appointed a New Nominee pursuant to paragraph 26; or
- (b) it reasonably appears to the Company that the Investee Entity 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 or its business or otherwise cease to exist.

27.2 Any transfer of legal ownership of the Investor's Shares pursuant to paragraph 27.1 will, if the Company or the Investee Entity 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 Entity at the time of transfer.

27.3 The Investor expressly agrees and acknowledges that, in the event that the Company exercises its right under paragraph 27.1, the Investor will become the legal, in addition to beneficial, owner of such Investor's Shares and the Nominee's obligations as nominee under the Nominee Agreement will terminate, and the Investor recognises that, among other things, this means that he or she would need to incur the administrative burdens involved in the legal ownership of such Investor's Shares.

## **28 REGULATION S**

The Company and the Investor hereby acknowledge and agree that:

28.1 The issuance of the Investor's Shares in accordance with paragraph 10.1 is intended to qualify for the safe harbour from registration under the Securities Act pursuant to Regulation S thereunder;

28.2 The Investor warrants that as at the date of this Agreement he or she is not physically present in the United States, nor will he or she be physically present in the United States when the Fundraising Period is completed;

28.3 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;

28.4 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;

28.5 Hedging transactions involving the Investor's Shares may only be conducted in compliance with the Securities Act; and

28.6 Any offer, Sale or transfer of the Investor's Shares must be subject to the following conditions:

- (a) the purchaser or transferee must certify that he or she is 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
- (b) 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.

## **29 TERMINATION**

- 29.1 The appointment by the Investor of the Company as its agent with respect to its Investments, shall continue in force until and unless:
- (a) the Investor exercises his or her Cancellation Right, or the Company deems the Investor to have cancelled his or her investment, pursuant to paragraph 8.1; or
  - (b) 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.
- 29.2 If you no longer wish to be a Platform member, you may terminate your membership at any time by notifying us pursuant to the notification process set forth in paragraph 46.1.
- 29.3 We may terminate your Platform membership immediately, and will inform you of the termination immediately, if:
- (a) you have broken the terms of this Agreement in a serious or persistent way and you have not rectified the matter within a reasonable time of the Company requesting you to do so;
  - (b) you have broken or attempted to break the law, or put the Company in a position where we might break the law;
  - (c) you are using the Platform in a way that is harmful to the Company, such as causing harm to our Platform or our reputation;
  - (d) you have given us false information;
  - (e) you have been abusive to anyone at the Company or another Platform member; or
  - (f) if we are required do so under any law, regulation, or by a governmental or regulatory authority.
- 29.4 We may also terminate your Platform membership for other reasons by providing at least two weeks' notice beforehand.

### **30 CONSEQUENCES OF TERMINATION OF ACCESS TO PLATFORM**

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:

- 30.1 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 29, the Nominee shall hold the Investor's Shares as nominee and the Company shall act as agent of the Investor.
- 30.2 If the Company becomes agent of the Investor pursuant to paragraph 29, the Investor irrevocably authorises the Company to be its agent to instruct the Nominee to hold and administer the Investor's Shares and to exercise 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 Company may see fit. The Company shall notify the Investor at such time of the Company'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 Company shall act as it believes to be in the best interests of the Investor and other Investors holding shares of the Investee Entity (taken together as a group

and having regard only to the shares of the Investee Entity held by the Nominee on their behalf). Although the Company shall act as agent of the Investor, the Company shall not be required to have regard to any requests or instructions by the Investor in acting as such.

- 30.3 From the time that the Investor's access to the Platform is terminated as described in paragraph 29 until the time at which this Agreement is terminated, the Company may make any payments due to the Investor under this Agreement (net of any fees due to the Company) by cheque to the address in the Investor's profile on the Platform or such other address as the Investor shall notify the Company following termination of such access, or by any other means the Company deems reasonable.
- 30.4 Notwithstanding anything else in this paragraph, the rights and privileges of the Company provided in this Agreement shall apply to the Company in its capacity as agent to the same extent that they apply in its capacity as Company.

## **31 COMPLAINTS**

- 31.1 **Initial Complaint.** 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 Platform membership is registered to [team@cur8.capital](mailto:team@cur8.capital). We will send an initial response to your email within no more than three working days after we receive it, and this response will state either that we consider the complaint to have been resolved 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. We may need to ask you questions in order to understand the details of your complaint, and any questions we ask, as well as any response we give, will be sent by email to the email address in which your Platform membership is registered.
- 31.2 **Financial Ombudsman Service.** If you make a complaint pursuant to paragraph 31.1 and we do not resolve it to your satisfaction, you may have a right under FCA Rules to complain directly to the Financial Ombudsman Service. Their address is South Quay Plaza, 183 Marsh Wall, London E14 9SR, and their website is at <http://www.financial-ombudsman.org.uk>.
- 31.3 **Financial Services Compensation Scheme.** We are a participant in the Financial Services Compensation Scheme (FSCS). You may be able to make a claim on this Scheme if we default in our obligations to you under FCA Rules. Further information can be obtained from their website, which is at <http://www.fscs.org.uk>.
- 31.4 **European Commission's Online Dispute Resolution Platform.** You may also be able to make a complaint through the European Commission's Online Dispute Resolution (ODR) platform. Further information can be obtained from their website, which is <http://ec.europa.eu/consumers/odr>.

## **32 FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

- 32.1 The Company is an FCA-authorised firm. If you incur a loss as a result of the default of the Company, you may be entitled to compensation in the event that the Company is unable to meet its obligations to you. The FSCS protects assets and money linked to investment business. In the event of the bank or credit institution with which Client Bank Accounts are held is unable to meet its obligations, you may also be entitled to compensation from the FSCS. The level of compensation depends on the type of business being conducted and on any additional sums you may hold directly with any bank or investment firm we place your money or investments with. In respect of our investment business, the maximum amount of compensation available in respect of a single firm is £85,000.

32.2 In respect of cash we hold for you with a bank in Client Bank Accounts, the maximum amount of compensation in respect of the account-holding bank's insolvency is £85,000. Further information about compensation arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)). We will provide further information on the conditions governing compensation and the formalities which must be completed to obtain compensation on request. The FSCS can be contacted by post at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY or by telephone at 0800 678 1100.

32.3 A request can be made to be contacted by email by completing the online form at [www.fscs.org.uk/contact-us](http://www.fscs.org.uk/contact-us).

### 33 RECORDS

33.1 **Period of Retention.** In accordance with legal and regulatory requirements, we will retain the records relevant to your Platform membership and any activity you conducted on the platform for a minimum period of six years following the termination of your access to the platform. This period may be extended by force of law, regulatory requirement or by the mutual consent of you and us.

33.2 **No Request for Deletion.** You will only be able to request the destruction or deletion of any of the records relevant to your Platform membership unless we are required to destroy or delete them by force of law or other regulatory requirement.

### 34 CONFLICTS

34.1 We do our best to ensure that our interests do not conflict with yours, and we have deliberately designed our fee structure so that we only make money when you succeed in raising capital (if you are acting as an entrepreneur) or profiting from an investment (if you are acting as an investor). Nevertheless, as a platform provider we are not your representative or agent, and at times our interests may conflict with yours. In particular, if you act as an investor you should note that we or our employees may choose to make investments, through the platform or otherwise, in businesses that seek capital through the platform, and although the incentives relevant to such investments are likely to be aligned with your incentives, they may not be perfectly aligned; and if you act as an entrepreneur, you should note that once an investment has been completed, we will sometimes be serving as the nominee of the investors and will therefore be acting on behalf of investors in our relations with you. Full details of these and other potential conflicts of interest, as well as how we manage them, are set forth in our conflicts of interest policy. You may request an electronic copy of this policy at any time by contacting us.

### 35 OUR CEASING TO TRADE

35.1 In the event that we cease to trade, any shares held as nominee for an investor, will be protected. We will notify you as soon as possible after we have taken a decision to cease to trade, and at that stage all active campaigns will be terminated.

### 36 LIABILITY

36.1 **Your Liability to Us.** You shall be liable to us for any loss or damage suffered by us as a result of any breach of this Agreement or any other agreement that you enter into with us, or of any use of the platform that is fraudulent or represents wilful misconduct.

36.2 **Our Liability to You.** We shall be liable to you only for any loss or damage which you may suffer as a result of being a Platform member or using the Platform to the extent that such loss or damage directly arises from our material breach of this Agreement or was the direct result of wilful default or fraud by us. Notwithstanding the foregoing, we shall not be liable to you for any loss or damage in respect of any matter for which liability is expressly excluded under this or any other Platform Agreement, or arising out of or in connection with any error or inaccuracy in the data entered by you or



another Platform member or any misrepresentation or wilful misconduct or any other act of another Platform member. We shall not be liable to you for 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. Except for circumstances where a transfer to third parties is deemed materially prejudicial, we do not accept liability for any default or mistakes by any third party who is the nominal holder, or has some other form of custody, of your registered investments. Our liability to you for any loss or damage arising in connection with your investment in a particular business shall be limited to no more than the amount you invested in such business through the platform (without regard to any subsequent appreciation in the value of the shares purchased with that investment). You agree that any legal action against us is permitted only on an individual basis, and that you will not initiate or join any purported or actual class or consolidated actions against us. Nothing in this Agreement shall limit our 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.

## **37 DATA AND DATA PROTECTION**

- 37.1 General compliance.** We are committed to protecting Investors' Personal Data (as the term is defined in the privacy policy of the Company (the "**Privacy Policy**") found here: <https://cur8.capital/privacy-policy>) and complying with all applicable data protection laws, including but not limited to the UK General Data Protection Regulation ("**UK GDPR**"), the Data Protection Act 2018, and, where applicable, the EU General Data Protection Regulation ("**EU GDPR**"), as well as any relevant local data protection laws in jurisdictions in which we operate ("**Data Protection Laws**").
- 37.2 Data Controller.** The Company is the controller of Investors' Personal Data for the purposes of applicable Data Protection Laws.
- 37.3 Data Collection and Use.** We collect and process Personal Data you provide to us, including but not limited to identity, contact, financial, transactional, behavioural, and technical data. This is done for the purposes of:
- (a) performing our contractual obligations to you;
  - (b) complying with legal and regulatory obligations, including anti-money laundering (AML) and financial crime prevention requirements;
  - (c) managing our business operations and internal administration;
  - (d) providing and improving our services and ensuring the security of our app and platform.
- 37.4 International Transfers.** Given the international nature of our operations, Investors' Personal Data may be transferred to, stored, and processed in countries outside the UK and EEA, including jurisdictions that may not offer the same level of data protection. In such cases, we will ensure that appropriate safeguards are in place, such as standard contractual clauses approved by relevant authorities, to protect Personal Data.
- 37.5 Data Retention.** We retain Investors' Personal Data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements, and for the establishment or defence of legal claims.
- 37.6 Investors' Rights.** Subject to applicable laws, Investors may have the right to:
- (a) access their Personal Data;

- (b) rectify inaccuracies in their personal data;
- (c) erase their personal data in certain circumstances;
- (d) restrict or object to the processing of their data;
- (e) port their personal data to another service provider;
- (f) lodge a complaint with a relevant supervisory authority.

Requests to exercise your rights should be submitted via the contact methods provided in these terms and in our Privacy Policy.

**37.7 Legal Basis for Processing.** We process your Personal Data where:

- (a) it is necessary for the performance of our contract with you;
- (b) we have a legal obligation to do so;
- (c) we have a legitimate interest which is not overridden by your rights and freedoms;
- (d) you have given your explicit consent, where applicable.

**37.8 Security.** We implement appropriate technical and organisational measures to protect your Personal Data from unauthorised access, use, disclosure, alteration or destruction. However, no internet-based platform is completely secure, and we cannot guarantee absolute security.

**37.9 Third-Party Links and Services.** Our platform may contain links to third-party websites or services. We are not responsible for the privacy practices or content of such third parties. We encourage you to review their privacy policies before providing any personal information.

**37.10 Data Sharing.** For the purposes of this Agreement and in connection with the Investor's use of the Platform and/or, solely upon the instruction of the Company, the Nominee's acquisition, holding and disposal of the Investor's Shares as the Investor's nominee, the Company may disclose certain of the Investor's Personal Information to any of its affiliates or partners which it contracts with or employs in connection with the Company's provision of services (including those based in other jurisdictions), to the Investee Entity, to any other Investors for whom the Nominee holds shares of the Investee Entity, 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 Information may be passed by the Investee Entity to HM Revenue & Customs ("**HMRC**") or other tax, statutory or regulatory authority as required by such authority. The Investor must ensure that the Personal Information set out in the Investor's profile on the Platform is correct and up to date. For further information on how the Nominee uses the Investor's Personal Information, please see our Privacy Policy, which is found at <https://cur8.capital/privacy-policy>.

**37.11 FATCA and CRS Reporting.** The Company is also required to submit annual reporting under the Foreign Account Tax Compliance Act ("**FATCA**") in the United States. The Company is also required to submit reporting under the Common Reporting Standard ("**CRS**"). The Investor acknowledges and agrees that the Company may submit certain of the Investor's Personal Data to HMRC or another such tax, statutory or regulatory authority as required under the FATCA and CRS reporting requirements.

37.12 **Privacy Policy.** Further information about how we collect, use and protect your Personal Data, and your rights, is available in our Privacy Policy.

## 38 CYBERSECURITY AND PLATFORM INTEGRITY

38.1 **Security Measures.** We implement appropriate technical and organisational measures to safeguard the confidentiality, integrity, and availability of our systems, infrastructure, and your data. These include, but are not limited to, encryption, secure software development practices, access controls, regular vulnerability assessments, and incident detection and response protocols.

38.2 **User Responsibilities.** You are responsible for maintaining the security and confidentiality of your account credentials, including passwords, access codes, or any other means used to access your account. You must notify us immediately if you suspect any unauthorised access to or use of your account.

38.3 **Prohibited Acts.** You agree not to:

- (a) attempt to gain unauthorised access to our systems, accounts, or data;
- (b) introduce malicious code, viruses, or harmful data through our platform;
- (c) interfere with or disrupt the integrity or performance of our services or infrastructure;
- (d) use our app or services in any way that could compromise our cybersecurity or that of other users.

38.4 **Monitoring and Audit.** We reserve the right to monitor and log activity on our platform, including access and usage, to detect and prevent cyber threats, ensure compliance with our Terms, and support audit and regulatory obligations. Monitoring is carried out in accordance with our Privacy Policy and applicable laws.

38.5 **Incident Response and Notification.** In the event of a data breach or cybersecurity incident that affects your personal data or the integrity of our services, we will take appropriate steps to contain the incident, mitigate harm, and notify you and relevant authorities in accordance with applicable laws and regulatory requirements.

38.6 **Third-Party Risk Management.** We require our service providers and third-party processors to adhere to appropriate information security standards and contractual obligations. However, we do not accept responsibility for unauthorised access or loss of data that results from a breach of third-party systems not within our control.

38.7 **No Guarantee of Uninterrupted Access.** While we endeavour to maintain continuous availability of our platform, we do not guarantee that access will be uninterrupted, error-free, or immune to cyber threats. You acknowledge that the internet and digital platforms inherently carry risk and that you use our services at your own risk, subject to applicable law.

38.8 **Regulatory Compliance.** We endeavour to comply with applicable laws and regulatory guidance related to operational resilience.

38.9 **User Device Security.** You are responsible for ensuring that the devices you use to access our platform are secure, free from malware, and updated with the latest security patches. We may restrict access to our platform if we detect potentially insecure or compromised devices.

38.10 **Disclaimer.** To the maximum extent permitted by law, we exclude all liability for losses, damages, or liabilities arising directly or indirectly from cyberattacks, system failures, or

unauthorised access, except where such events result from our gross negligence or wilful misconduct.

### **39 ENTIRE AGREEMENT**

39.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

39.2 Nothing in this clause shall limit or exclude any liability for fraud.

### **40 VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### **41 ASSIGNMENT**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

### **42 WAIVER**

42.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

42.2 No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **43 SEVERANCE**

43.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

43.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **44 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.

### **45 THIRD PARTY RIGHTS**

Save for the Nominee, no one other than a party to this agreement shall have any right to enforce any of its terms.

### **46 NOTICES**

- 46.1 Any notice required or permitted under the terms of this agreement shall, unless otherwise provided herein, be in writing. Furthermore, any notice, record, or information to be sent / provided shall be sufficiently given if sent by electronic mail to team@cur8.capital.

## **47 ABOUT US**

- 47.1 **FCA Authorisation.** IFG.VC Limited is authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, London E20 1JN (No. 943736).
- 47.2 **Information Commissioner.** IFG.VC Limited is registered with the Information Commissioner's Office and appears in the Data Protection Register under (No. ZA786792).

## **48 GOVERNING LAW AND JURISDICTION**

- 48.1 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 or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 48.2 In the event of any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims), the parties shall attempt to resolve the matter in the first instance through mutual consultation by the parties. In the event the parties are unable to resolve such dispute through mutual consultation, the parties shall mutually appoint a mediator to resolve the same. In the event that the parties are unable to resolve such dispute after mediation, clause 48.3 shall apply.
- 48.3 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## Schedule 1

**DATE: 3<sup>RD</sup> OCTOBER 2022**

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**CUSTODIAN AGREEMENT**

---

Among  
**THOMPSON TARAZ DEPOSITARY LIMITED**  
and  
**IFG.VC LIMITED**

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**THIS AGREEMENT** is made the 3<sup>rd</sup> day of **October 2022**.

**BETWEEN:**

- 1) **IFG.VC LIMITED** (Company Registration No. 12562744) whose registered office is at 1 Frinton Road, Bolton, England, BL3 3TQ and its successors in title ("**Client**"); and
- 2) **THOMPSON TARAZ DEPOSITARY LIMITED** (Company Registration No. 06043483) whose registered office is at 47 Park Lane, Mayfair, London, W1K 1PR (the "**Administrator**");

And, with respect solely to clause 2.2.3, clause 9 and Exhibit 4 of this Agreement:

- 3) **CUR8 (TT) NOMINES LIMITED** (Company Registration No. 14337771) whose registered office is 47 Park Lane, Mayfair, London, W1K 1PR (the "**Nominee**").

**WHEREAS:**

- A) Each Investor has set up and entered into an Investor Agreement which governs the terms of the arrangements between the Investor and the Client.
- B) The Administrator has agreed to provide safe custody and nominee services to each investor that has made an Investment in one or more investee companies pursuant to the terms of this Agreement.

**IT IS AGREED** as follows:

**1 Definitions**

- 1.1 Capitalised terms used in this Agreement shall, unless indicated otherwise, have the same meaning as is given to them in the relevant Investor Agreement for each Fund or Discretionary Portfolio Service.

<i><b>Expression</b></i>	<i><b>Meaning</b></i>
"Administrator Designated Client Account"	An account for any of the syndicate investors operated by the Administrator with The Royal Bank of Scotland or such other bank as the Client may direct from time to time, and in respect of Discretionary Portfolio Services, having trust status;
"Administrator Services"	the safe custody, nominee and administrative services set out in Clause 2.2, excluding only the Facilitation Services;
"Advised Retail Client"	means any Investor who is NOT:  (i) An investor who has been categorised as a professional client by their adviser for the purposes of their investment in a Fund or Discretionary Portfolio Service in accordance with COBS;

(ii) An investor who applies to the applicable New Fund or Discretionary Portfolio Service through a 3rd party introducer or platform service whether online or otherwise and in addition has NOT received a Personal Recommendation in respect of his/her investment in the New Fund or Discretionary Portfolio Service from ANY person; and in addition (where such 3rd party introducer or platform service is authorised by the FCA) does NOT receive Personal Recommendations on ANY Retail Investment Products from such 3rd party introducer or platform service; or

(iii) An investor who applies directly to the New Fund or Discretionary Portfolio Service himself/herself and in addition has NOT received any Personal Recommendation in respect of his/her investment in the New Fund or Discretionary Portfolio Service from ANY person;

where the Personal Recommendation to such investor has been given post 30 December 2012 or where any of the other conditions of COBS 6.1A.4A have not been satisfied.

“AIFMD”	the Alternative Investment Fund Clients Directive (2011/61/EU);
“Applicant”	means a person wishing to appoint the Client and invest in any of the Investee companies identified;
“Application Form”	means the application form signed by each Investor in order to set up, and confirm their agreement to the terms of, the Investor Agreement, the appointment of the Administrator and Custodian and to invest in the relevant Investee companies;
“Associate of the Client”	any entity that is the ultimate parent of the Client and/or [IFG.VC Limited] from time to time or any of their direct or indirect subsidiary undertakings from time to time;
“Brochure”	means the current brochure of the applicable Discretionary Portfolio Service which is or was available on the Clients website on the date that the Client accepts or accepted (as the case may be) the Investor’s Application Form.
“COBS”	means the Conduct of Business Sourcebook published by the Financial Conduct Authority, or any successor body (as may be amended or replaced from time to time);
“Commencement	means the date of the first investment held by Cur8 (TT)

dated"	Nominees Limited, being the 12 <sup>th</sup> September 2022
"Customer Personal Data"	means any personal data processed by the Administrator as a result of, or in connection with, the provision of the Administrator Services;
"Facilitation Payment"	means the amount that an Advised Retail Client may agree to pay the Advised Retail Client's adviser in connection with advice given by such adviser to such Advised Retail Client and in respect of which the Client has agreed to facilitate the making of such payment;
"Facilitation Services"	the safe custody, payment and administrative services set out in Clause 2.2.3;
"FCA"	means the Financial Conduct Authority;
"FCA Rules"	means the rules and regulations of the Financial Conduct Authority or any successor body, as amended from time to time;
"FSMA"	means the Financial Services and Markets Act 2000;
"Group"	means the group of entities comprising Associate(s) of the Client from time to time;
"Investments"	means the aggregate subscriptions to a Investee company by Investors (less any applicable fees and charges) and Qualifying Shares;
"Investor"	means a subscriber to an investment in an investee company whose Application Form is accepted by the Client;
"Investor Agreement"	means each of the agreements set out at Appendix 3, which come into effect between the Client and an Investor upon the Client accepting that Investor's Application Form for an investment into an investee company and "Investor Agreements"
"Non-Domiciled"	means an Investor who is resident, but not domiciled in the United Kingdom;
"NOR"	means an individual who is resident and domiciled in the United Kingdom but not ordinarily resident in the United Kingdom;

“Ongoing Facilitation Payment Amount”	has the same meaning as it is given in the Application Form;
“Personal Recommendation”	has the same meaning as it is given in the glossary to the FCA handbook;
“Qualifying Shares”	means shares in such companies as the Client may direct that each Investor’s Subscription be invested;
“Retail Investment Products”	has the same meaning as it is given in COBS;
“Subscription”	means a subscription to an investment in an investee company by an Investor pursuant to clause 5 of the Investor;
“Subscription Amount”	means the amount that an Investor wishes to invest in an investee company, as set out in the Application Form; and

- 1.2 Words and expressions defined in the FCA Rules which are not otherwise defined in this Agreement shall, unless the context otherwise requires, have the same meaning in this Agreement.
- 1.3 Any reference to a statute, statutory instrument or to rules and regulations shall be references to such statute, statutory instrument or rules and regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time.
- 1.4 References to the singular only shall include the plural and vice versa.
- 1.5 Unless otherwise indicated, reference to Clauses shall be to Clauses In this Agreement.
- 1.6 The terms ‘data processor’, ‘personal data’ and ‘processing’ (as used in the data protection rider set out in Appendix 4) will have the meaning given to them by the Data Protection Act 1998.
- 1.7 Headings to Clauses are for convenience only and shall not affect the interpretation of this Agreement.
- 1.8 The parties agree that by signing this Agreement, the Amended Custodian Agreement is hereby further amended and restated in its entirety by the terms of this Agreement.

## **2 Services**

- 2.1 The Client and the Administrator are each authorised and regulated by the FCA for the purposes of FSMA.
- 2.2 The Client does not have the permission under the terms of FSMA to provide safe custody, nominee and administrative services or to hold client money. The Administrator has such permissions and hereby agrees to:
  - 2.2.1 be appointed and act as the custodian for the purposes of the Investor Agreements;
  - 2.2.2 provide the safe custody and associated administrative services set out in Appendix 1 Part 1;
  - 2.2.3 notify the Client without delay if the Administrator is disciplined, either publically or privately, by a regulator in any jurisdiction;
  - 2.2.4 carry out appropriate and sufficient due diligence on any bank or other financial institution prior to depositing any funds held by the Administrator pursuant to this Agreement and notify the Client of any concerns arising from such due diligence;
  - 2.2.5 appoint the Nominee and procure the provision of the nominee and associated administrative services set out in Appendix 1 Part 2 (which the Nominee agrees to perform),  
  
in each case in order that the Client can fulfil its role for each investor under the relevant Investor Agreements relying, insofar as it is necessary, on article 41 and/or 42 of the Financial Service and Markets Act 2000 (Regulated Activities) Order 2001.
- 2.3 The Client is entering into this Agreement in performance of the Client's authority to represent the Investors' Investments pursuant to the Investor Agreements.
- 2.4 For the avoidance of doubt and in compliance with COBS 2.4.3(1), the Administrator is aware that the Client is acting as agent for the Investors in relation to the Administrator Services and therefore the Client is the Administrator's client in respect of the Administrator Services. The Administrator has categorised the Client as a Professional Client in accordance with COBS 3.5.2.

## **3 Responsibilities and Service Levels**

- 3.1 Amendments to the Administrator Services, Facilitation Services and service levels may be agreed between the Administrator and the Client from time to time.
- 3.2 The Administrator shall devote such resources of staff, equipment and other resources as are necessary to implement the terms of this Agreement.
- 3.3 The Administrator agrees to fulfil its responsibilities under the terms of this Agreement in accordance with the terms of the Investor Agreement and in

compliance with FSMA and the FCA Rules and any other laws or regulations insofar as they are applicable.

#### **4 Fees**

- 4.1 Fees payable to the Administrator from time to time shall be as agreed with the Client within the terms of the Investor Agreement. The Administrator's fees for provision of the Administrator are set out in the respective sections of Appendix2.
- 4.2 Each party shall bear its own expenses in relation to the Facilitation Services and all other terms of this Agreement.
- 4.3 Any interest receivable on the account will be due to the Custodian.

#### **5 Delegation and Assignment**

- 5.1 The Administrator may employ agents including associates to perform any administrative and ancillary service to assist the Administrator in performing the Administrator Services under the terms of this Agreement in which case it will act in good faith and with due diligence on the selection and use and monitoring of agents. Any such employment of agents shall not affect the liability of the Administrator under the terms of this Agreement.
- 5.2 The Administrator may not assign or transfer the whole or any part of this Agreement or its obligations to provide the Facilitation Services.
- 5.3 The Client may replace, substitute, assign or novate this Agreement to any appropriately authorised and regulated member of the Group, and agrees to notify the Administrator of such replacement, substitution, assignment or novation.

#### **6 Liability and indemnity**

- 6.1 Each party will at all times act in good faith and with reasonable care and due diligence in performance of their respective obligations under this Agreement.
- 6.2 The Administrator shall not be liable for any losses to the Client or an Investor arising from any act or omission of the Administrator taken in accordance with the terms of this Agreement except to the extent that such loss is due to the negligence or wilful default of the Administrator or its associates or any of their respective employees.
- 6.3 Without prejudice to Clause 6.2, the Administrator shall not be liable to the Investor in the event of:
  - 6.3.1 an insolvency of any bank with which any funds held by the Administrator pursuant to this Agreement have been deposited; or

6.3.2 any restriction on the ability of the Administrator to withdraw funds from such bank for reasons which are beyond the reasonable control of the Administrator.

6.4 The Administrator shall on demand indemnify the Client and hold the Client harmless in respect of any and all liabilities, obligations, losses, damages, penalties, actions against and costs and expenses incurred by the Client resulting from the negligence or wilful default of the Administrator or its associates or any of their respective employees in performing or failing to perform the Administrator Services, the Facilitation Services or otherwise under or in connection with this Agreement.

## **7 Termination**

7.1 This Agreement may be terminated:

7.1.1 by either party by giving not less than one hundred and eighty (180) days' written notice to the other party; or

7.1.2 immediately on written notice by one party to the other party if that other party ceases to be appropriately authorised under FSMA in relation to its roles in respect of any of the Funds or Discretionary Portfolio Services; or

7.1.3 immediately on written notice by one party to the other party if that other party ceases to carry on business or goes into liquidation or receivership; or

7.1.4 by either party giving written notice to the other party if that other party is in material breach of the Agreement and (if capable of remedy) that party fails to remedy the breach within 10 business days of being notified of the breach.

7.2 On termination (otherwise than pursuant to clause 8.1.1), the Administrator is to be replaced, and the Administrator shall co-operate with the Client and with any new replacement provider of the Administrator Services and/or Facilitation Services to ensure an effective transfer of the Administrator's responsibilities.

## **8 Confidentiality**

8.1 Each party to this Agreement will at all times keep confidential all information acquired in consequence of it, except for information which:

8.1.1 is in the public knowledge; or

8.1.2 which they may be entitled or bound to disclose under compulsion of law; or

8.1.3 where requested by regulatory agencies; or

8.1.4 is given to their professional advisers where reasonably necessary for the performance of their professional services; or

8.1.5 which is authorised to be disclosed by the other party,

and each party shall use all reasonable endeavours to prevent any breach of this clause 9.

## **9 Data Protection**

With respect to the Customer Personal Data held by the Administrator for the safe custody and associated administrative and payment services set out in Appendix 1, the Client appoints the Administrator as data processor. With respect to the Customer Personal Data held by the Nominee for the nominee and associated administrative services set out in Appendix 1 Part 2, the Client appoints the Nominee as data processor. Each of the Administrator, the Client and the Nominee shall be responsible for compliance with the provisions of the Data Protection Rider attached as Exhibit 4 hereto and incorporated herein by this reference.

## **10 Notices**

10.1 Any notice, other communication given or other document required to be given under this Agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing in English and may be given to the relevant party if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by pre-paid post or by email transmission in permanent written form to the address or electronic mail address of the party receiving such notice given in Clauses 10.4 and 10.5 below or as may be notified between the parties for the purpose of this Clause 10.

10.2 Any such notice or other communication shall be deemed to be given to and received by the addressee: (a) at the time during normal business hours the same is left at the address of or handed to an authorised representative of the party to be served; (b) by post on the date 2 (two) business days following the date of posting;; (c) in the case of electronic mail on the next following business day following transmission (save where a notice of a failure to deliver the electronic mail has been received by the sender).

10.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted, or that the applicable means of electronic communication was addressed and despatched and despatch of the transmission was confirmed or acknowledged as the case may be.

10.4 The address and email address of the Client is:

[REDACTED]  
[REDACTED]  
[REDACTED]

and



10.5 The address and email address of the Administrator is:

[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

## **11 Amendments**

This Agreement may be amended by agreement of the Client and the Administrator in writing.

## **12 Entire Agreement**

This Agreement comprises of the entire agreement between the Client and the Administrator relating to the provision of the Administrator Services and Facilitation Services in relation to each investment into an investee company. **Rights of Third Parties**

A party who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

## **13 Severability**

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remainder of this Agreement.

## **14 Governing Law**

This Agreement and all matters relating thereto (whether contractual or non-contractual) shall be governed by and construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof this Agreement has been signed by the parties the day and year first above written.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **Appendix 1:**

### **Administrator Services**

#### **Part 1 Custodian services**

1. Provide facilities for the receipt of monies from Investors (whether domiciled in the United Kingdom, NOR or Non-Domiciled) in respect of the investments into investee companies. The Administrator will as and when required and within a reasonable period of time from receipt of instructions from the Client, open a client money account, in order to perform the services set out in paragraph 3 below.
2. In respect of Investors that are domiciled in the United Kingdom, deposit or temporarily invest Subscriptions in the Administrator Designated Client Account for the relevant investor or in cash equivalents or money market funds each with a rating acceptable to the Client as applicable pending investment in Qualifying Shares and after realisation of the same.
3. Procure that the title of all Administrator Designated Client Accounts clearly specifies that the account is not for the benefit of the Administrator or any of its respective subsidiary undertakings and parent undertakings, nor anyone within the Group.
4. Procure that all Administrator Designated Client Accounts are client money trust accounts and provide the Client with a letter from the Administrator's auditors confirming that the appropriate trust letters are in place in respect of such accounts upon request by the Client.
5. Inform the Client of the applicable rules and/or regulations of any regulator (equivalent to the FCA) in the jurisdiction in which the applicable banking institution operates any offshore client money account for the purposes of this Agreement.
6. Create and maintain a schedule of Subscriptions, Investments and fees and expenses paid out of each of the investor accounts.
7. Safeguard the Investments.
8. Transfer monies to effect investment in Qualifying Shares on behalf of each investor upon receipt of appropriate written instructions from the Client to do so.
9. Allocate and return cash to Investors upon the written instructions of the Client.
10. Provide such transactional and administrative services when Qualifying Shares are sold, transferred or cancelled as are required by the Client, including signing and administration of share transfer forms and submission of the same for stamping by Her Majesty's Revenue and Customs.

11. Provide such further administrative services in respect of each investor as the Client may require from time to time, as agreed with the Administrator.

## **Part 2 Facilitation Services**

1. Deposit or temporarily invest monies received from prospective Investors in the Administrator Designated Client Account pending due payment of the Facilitation Payment and investment of the Subscription Amount.
2. Create and maintain a schedule in respect of each investor (each being an "Investor Schedule") of Subscription Amounts, Subscriptions, Facilitation Payments and fees and expenses received and paid out by the Administrator upon receipt of appropriate written instructions from the Client.
3. Deliver a copy of the Investor Schedule to the Client by email on every business day that it has been updated, or at such times as the Client and the Administrator may agree from time to time and report, at the request of the Client, on the balance of the Administrator Designated Client Accounts and the amount of interest earned, if any, thereon.
4. Transfer monies from the Administrator Designated Client Account to facilitate payment of Facilitation Payments and Subscriptions by Investors upon receipt of appropriate written instructions from the Client to do so and in accordance with the relevant Application Form. For the avoidance of doubt, where amounts paid to the Administrator by an Investor are less than the aggregate of the Subscription Amount plus any Facilitation Payment in respect of which the Administrator receives appropriate written instructions from the Client, the payment of the relevant Subscription Amount shall be deemed to be reduced by the amount necessary to ensure payment of the entire Facilitation Payment in accordance with such appropriate written instructions.
5. Allocate and return cash (and any interest accrued thereon less, for the avoidance of doubt, any Facilitation Payments that the Administrator has made upon the appropriate written instructions of the Client) to prospective Investors upon the appropriate written instructions of the Client.

## Appendix 2:

### Fees for Administrator Services

[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

\_\_\_\_\_

Country	Share of GDP
United States	10.1%
Germany	3.9%
France	3.8%
United Kingdom	3.2%

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

## **Appendix 3:**

### **The Investor Agreements**

Please refer to “Cur8 Capital Investment & Platform Agreement” which starts at page 1 of this document.

## Appendix 4:

### Data Protection Rider

In this data protection rider, the term “**Data Processor**” shall mean: (a) the Administrator in respect of the safe custody and associated administrative services set out in Appendix 1 Part 1; and (b) the Nominee in respect of the nominee and associated administrative services set out in Appendix 1 Part 2.

1. With respect to the Customer Personal Data, the Client appoints the Data Processor as data processor. The Data Processor will not assume any responsibility for determining the purposes for which and the manner in which the Customer Personal Data is processed.

2. The Data Processor will and will procure that all Sub-contractors will:

(a) unless otherwise requested by the Client, process the Customer Personal Data only to the extent, and in such manner, as is necessary for the provision of the applicable Administrator Services and only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Client to the Administrator or the Nominee (or either of them) at any time);

(b) implement, keep under review and update when necessary, appropriate technical and organisational measures to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and

(c) notify the Client of any unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of the Customer Personal Data as soon as it becomes aware and keep the Client informed of any related developments.

3. The Data Processor and its Sub-contractors will not:

(a) process the Customer Personal Data for their own purposes;

(b) include the Customer Personal Data in any product or service offered by the Data Processor to third parties;

(c) carry out any further research, analysis or profiling activity which involves the use of any element of the Customer Personal Data (including in aggregate form) or any information derived from any processing of such Customer Personal Data outside the scope of the applicable Administrator Services; and

(d) pass files containing the Customer Personal Data to any third party for further processing by that third party or its agents.



4. The Data Processor acknowledges:

(a) that the Client is relying upon the Data Processor's skill and knowledge in order to assess what is 'appropriate' to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and

(b) that the technical and organisational measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing and accidental loss, destruction or damage to the Customer Personal Data and having regard to the nature of the Customer Personal Data which is to be protected.

5. The Data Processor will each ensure:

(a) the reliability of any employees and Sub-contractor personnel who have access to the Customer Personal Data;

(b) that all employees and Sub-contractor personnel involved in the processing of the Customer Personal Data have undergone adequate training in the care, protection and handling of personal data; and

(c) that all such employees and Sub-contractor personnel perform their duties strictly in compliance with the provisions of this Agreement by treating such Customer Personal Data as Confidential Information.

6. Upon reasonable request of the Client, the Data Processor agrees to submit its data processing facilities, data files and documentation needed for processing the Customer Personal Data (and/or those of its respective agents, Affiliates and Sub-contractors) to reviewing, auditing and/or certifying by the Client (or its agents) to ascertain compliance with the warranties and undertakings in this Agreement.

7. The Data Processor will not process or permit the processing of Customer Personal Data outside the European Economic Area other than with the prior written consent of the Client.

8. The Data Processor will assist the Client to comply with any obligations under any applicable Data Protection legislation or regulation from time to time and will not perform its obligations under this Agreement in such a way as to cause the Client to breach any of its obligations under the Data Protection legislation or any other applicable data protection regulation.