



SeismicVP Online Investment Platform

Membership Agreement

Valid from: 1 January 2018

1. Introduction

- 1.1 This membership agreement (the “**Agreement**”) governs the relationship between Seismic Venture Partners Limited (“**us**”, “**we**”, “**our**”, “**SeismicVP**”) and (“**you**”, “**your**”, “**Member**”) on the other hand in respect of your use of the SeismicVP investment platform (the “**Platform**”).
- 1.2 This version of the Agreement, as amended from time to time, is valid from the date specified above.
- 1.3 By accepting the terms of this Agreement you acknowledge that you have also read, understood and agreed to:
 - (a) our website terms of use, accessible online: [SeismicVP Terms of Use](#);
 - (b) our privacy policy, accessible online: [SeismicVP Privacy Policy](#);
 - (c) our risk disclosure notice, accessible online: [SeismicVP Risk Warning](#);together, the “**Supplemental Documents**”).
- 1.4 You should read this Agreement together with the Supplemental Documents and any other documents we have supplied, or supply in the future, to you.
- 1.5 A glossary of defined terms used herein is set out at the end of this Agreement.
- 1.6 We may choose to amend this Agreement from time to time. If we choose to amend the Agreement in a manner that affects any of your substantive rights, we will notify you by e-mail of the amendment or amendments at least 10 working days before they take effect. If we provide you such notice and you do not object to an amendment by the means given in the notice prior to the amendment taking effect, you will be deemed to have agreed to the amendment. If you object to an amendment, such amendment will not be effective with respect to you, but your rejection will be deemed, unless we determine otherwise and notify you in writing, to constitute your notice of termination of your membership and this Agreement shall terminate forthwith.



2. Eligibility for Membership

- 2.1 In order to use the SeismicVP Platform, you must be either (a) a natural person who is 18 years of age or over and resident in the United Kingdom (which we refer to as a **Member**), (b) a legal person, including a limited company, a limited partnership or a limited liability partnership, formed under the laws of the United Kingdom or a region thereof (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) organised under the laws of the United Kingdom or a region thereof (which we refer to as an "unincorporated member") or (d) a department, executive agency or non-departmental public body of the United Kingdom government or of the government of a devolved region of the United Kingdom, or a local authority of a county, city or other region or municipal subdivision within the United Kingdom (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, in the case of an individual Member, you are present in the United Kingdom at the time you execute this Agreement.
- 2.2 You must inform us as soon as reasonably practicable if you cease to be eligible to be a Member. If that happens, your membership will be suspended. If you later become eligible to be a Member again and inform us of this, your membership may be reinstated.
- 2.3 You may only become a Member once. You may not attempt to create multiple Memberships for yourself by using different e-mail addresses or other identifying information.

3. The relationship between SeismicVP, and you and your client categorisation

- 3.1 Seismic Venture Partners Ltd is an FCA authorised firm (FCA number: 784448). In operating the Platform, SeismicVP is carrying on the regulated activity of arranging deals in investments. To the extent a client relationship exists between us and you, we will treat you as an elective professional client under the FCA Rules on the basis that we will only accept **Members** who, following an assessment of their expertise, experience and knowledge, we can be reasonably assured, in light of the nature of the transactions and services associated with the Platform, are capable of making their own investment decisions and understanding the risks involved in making equity investments in unlisted shares. You must pass such an assessment in order for you to be admitted as a SeismicVP **Member** and we will reject those applicants who do not meet the assessment criteria. If you have specialist knowledge of a particular sector, you can make Investments in companies operating in those sectors through the Platform by evidencing your specialist knowledge.
- 3.2 You must also confirm that you meet at least one of the following criteria:

- (a) high net worth individual (either certified or self-certified); or
- (b) sophisticated investor;

as each are defined in FSMA and/or under the FCA Rules. Self-certification involves signing electronically a statement (provided on the Platform) that says that you fall within the relevant definition. You may only self-certify if the contents of the relevant statement actually apply to you, meaning that you are in fact a high net worth individual, a high net worth company or a sophisticated investor.

3.2 You have the right to request categorisation as a retail client, afforded higher levels of protection under the FCA Rules, however, we will refuse any such request and will no longer be able to accept you as a **Member** and your membership and this Agreement will accordingly terminate forthwith.

3.3 Professional clients lose a number of protections which are applicable to retail clients including:

(a) Retail clients are entitled to more information regarding FCA firms they engage with including as to services provided, execution of orders, performance, nature of risks of financial instruments, costs, commissions and fees.

(b) You will not be eligible to services of the Financial Ombudsman and may not be eligible for compensation under the Financial Services Compensation Scheme.

(c) We will not be required to disclose in writing any charges, remuneration or commission or other income payable to us. Our charges are set out in clause 6.

(d) We will not review your personal financial situation or determine the suitability or appropriateness for you in any other way of companies we list on our Platform which will be available for you to invest in.

(e) We will assume that you have the necessary level of knowledge and experience to understand the risks involved in early stage investing and that you are able to financially bear the risk of losing the capital you invest through the Platform.

(f) We will not be required to comply with FCA Rules relating to restrictions on and content of direct offer financial promotions.

3.4 Investments listed on the Platform will be financial promotions for the purposes of FSMA and the FCA Rules which are unapproved by any FCA authorised firm but which are exempt from the general restriction in section 21 of FSMA on the basis that they are only made to high net worth individuals and sophisticated investors as, in order to gain access to the Platform, all Members must first confirm that they are certified (or self-certified high net worth individuals or sophisticated investors).



4. Making Investments through the Platform

- 4.1 We shall not advise you or make any personal recommendation as to any Investment. You are solely responsible for making your own independent appraisal and investigation of the risks of the investment. If you require specialist advice, you should consult your own appropriately qualified advisers
- 4.2 We shall not be responsible for the suitability of any Investment for you or any purpose for which you subscribe for it. You should consider carefully the risk factors posted on the relevant project page of the Website and contained in the relevant Information Memorandum, before subscribing for any Investment.
- 4.3 To make an Investment through the Platform you must:
- become a **Member**,
 - complete, and maintain, your **Profile** by proving your identity (AML, KYC information) to the standard set by the FCA;
 - Submit an offer electronically, and receive Approval;
 - Transfer the offer funds to the nominated **Escrow** facility for that **Offer**;
- 4.4 Where you make an Investment in a company listed on the Platform, you enter a direct relationship with that company. SeismicVP are party to those arrangements and take no responsibility for the fulfilment of the relevant business plan of the investee company, the achievement of any target return or the protection of any capital invested.
- 4.5 If a target funding level is not met or the Project is withdrawn in accordance with the terms of the relevant Investment Documents or Listing Agreement then your investment may be returned to you.
- 4.6 By agreeing to make an Investment through the Platform pursuant to clause 4.3:
- (a) you acknowledge that you have read and understood the Investment Documents posted on the relevant project page of the Website or otherwise provided to you, and you agree at the time of submitting the offer that your Investment will be subject to the provisions of such documents and the rights, restrictions and obligations contained therein; and
 - (b) you agree to be bound by the terms of the Investment Documents, which you acknowledge will oblige you to subscribe for the relevant shares, unless the relevant investee company fails to meet its target funding amount or the issue of shares does not proceed for any other reason.

5. Cancellation Rights

- 5.1 You shall be entitled to cancel this Agreement within the 14-day period that begins on the day after you enter into it ("**Statutory Cancellation Period**"). In the event that you cancel this Agreement during the Statutory Cancellation Period under this clause 5.1, any Investment that you made, or agreed to make, through the



Platform pursuant to clause 4.1 during the Statutory Cancellation Period will also be cancelled automatically along with all Investment Documents in relation to that Investment.

- 5.2 There will not be a statutory right to cancel any Investment except where clause 5.1 applies. However, in order to list on the Platform, each Investee Company must separately agree that a Member may cancel any offer of investment within the 14- day period that begins on the day after you agree to make an Investment pursuant to clause 4.3, subject to clause 5.3.
- 5.3 Where you make an offer of Investment within 3 weeks of the end of a tax year, the Investee Company will allot and issue your shares before the end of that tax year if you have so requested and you may not therefore be able to withdraw from that Investment by cancelling your Membership under clause 5.1 or the Investment in question under clause 5.2.
- 5.4 You may exercise your right of cancellation under clause 5.1 or clause 5.2 by emailing us to that effect at martin@seismic.vc. We may provide further or additional rights of cancellation in specific cases.

6. Fees payable to SeismicVP and the Platform

- 6.1 **Success Fees:** We will only charge you a fee for acting as an investor if you make a profit from an investment. If you receive proceeds from an investment, through dividends, on a sale or on a return of capital (due to a winding up or otherwise), that in aggregate exceed the amount of capital you invested, there is an obligation on you (and the relevant investee company) to account to us for 5% of that amount. In the event of a dividend payment or return of capital, it will usually be the investee company that pays this amount before transferring the net profit to you. 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. In the event that you transfer your shares in any Investee Company, that Investee Company's directors will only be able that transfer once any fee owing to us has been settled.
- 6.2 **Investee Company fees:** In addition to the success fee charged to Investors as described in paragraph 6.1, you should be aware that we also charge a fee to entrepreneurs. This fee will be between 5-6% of the amount raised by the relevant business through the Platform. This means that when a business raises a given amount of money as investment, we will deduct a proportion of that amount as our fee, and the Investee Company will therefore receive less than the amount it raised. Fees may charged to the Investee Company by third parties in addition to SeismicVP so you should ensure you read the Investment Documents in full to understand what these might be.
- 6.3 **Agree Fee Variation:** any variation to the above fee structure will be indicated in the SeismicVP appointment letter.



7. Representations and Warranties

7.1 By agreeing to the terms of this Agreement, you represent and warrant to us that:

(a) all information you provide to us during your registration and Project listing process and at any time thereafter is true and accurate in all respects;

(b) you are entering into this Agreement as principal and not on behalf of any third party, and will enter into each investment or donation through the Website in the same capacity;

(c) execution, delivery and performance of this Agreement will not violate any law, ordinance, charter, by-law or rule applicable to you, or any other agreement by which you are bound or by which any of your assets are affected;

(d) you will not use the information posted on the Website for any purpose other than researching a Project listed on the Website;

(e) 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 which you enter into with us, or of any use of the platform that is fraudulent or represents willful misconduct.

8. General Terms

8.1 This Agreement is supplied in English and all communications between us, (including any communications or documentation passing between us before entering into any contract), will be in English.

8.2 This Agreement and each Supplemental Document is governed by English law and the courts of the United Kingdom will have non-exclusive jurisdiction to settle any disputes that may arise in relation thereto, although we retain the right to bring proceedings against you for a breach of this Agreement in your country of residence or any other relevant country.

8.3 Nothing in this Agreement is intended to confer any benefit on any person who is not a party to this Agreement, and no third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. For the avoidance of doubt, SeismicVP is a party to this Agreement and SeismicVP may enforce its terms.

8.4 If any part of this Agreement is found to be illegal, invalid or unenforceable by any court of competent jurisdiction or regulatory authority, the remainder shall continue in full force and effect. No single or partial exercise, or failure or delay in exercising any right, power or remedy by either you or us shall constitute a waiver by us of, or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.



- 8.5 The provisions of this Agreement are personal to you and you shall not assign or transfer any of your rights or obligations under this Agreement.
- 8.6 We may assign our rights and obligations under this Agreement to any other company in our group, including a parent company or subsidiary.
- 8.7 We shall be not be obliged to disclose to you any information, consider or to take into account any information or other matters which come(s) to our notice or the notice of any of our employees, directors, agents, sub-contractors or associates:
- (a) but does not come to the actual notice of the person dealing with you; or
 - (b) where such disclosure, consideration or taking into account would, or we reasonably believe that it would, be a breach of any duty of fidelity or confidentiality owed to any other person.
- 8.8 We and you will keep confidential and will not disclose to any third party any information that is marked or otherwise indicated as being confidential, except information that either of us is bound to disclose under Applicable Law or by order or request of any regulatory authority, or to our respective professional advisers for the purposes contemplated in this Agreement, or in our case, where disclosure is necessary to exercise any of our rights or perform any of our obligations under this Agreement.

Glossary

Agreement	this agreement, including any amendments thereto made pursuant to clause 1.6 from time to time;
Applicable Law	all legal and regulatory obligations by which a party is bound;
Escrow	the facility which allows Members to transfer subscription monies pursuant to the making of an Investment;
FCA	the Financial Conduct Authority and any successor body;
FCA Rules	the FCA Handbook available at https://www.handbook.fca.org.uk/handbook/ ;
FSMA	the Financial Services and Markets Act 2000 including any amendment, extension, re-enactment and including any subordinated legislation;



<i>Investee Company</i>	a company which solicits Investments from Investors through the Platform;
<i>Investment</i>	an investment for equity shares which a Member makes in an Investee Company through the Platform;
<i>Investment Documents</i>	any information memorandum, investment agreement and shareholders agreement made available by an Investee Company which documents the terms of an Investment, including that Investee Company's articles of association;
<i>Listing Agreement</i>	the agreement between us an Investee Company pursuant to which they list their Offer on the Platform;
<i>Member</i>	an individual, incorporated entity or government entity as described in clause 2.1 who has passed the necessary assessments and provided the necessary information (each as prescribed by from time to time) to be allowed to make Investments through the Platform;
<i>Offer</i>	an offer of equity shares in an Investee Company, listed on the Platform;
<i>Party</i>	a party to this Agreement;
<i>Platform</i>	the Seismic platform operated by Seismic Platform Services Limited through the Website;
<i>Profile</i>	the profile your complete on becoming a Member, including your anti-money laundering information, confirmation of your status as a high net worth individual or sophisticated investor and the answers you give to our assessment as describe in clause 3.1;
<i>SeismicVP</i>	Seismic Venture Partners Limited, and, where the context dictates, its affiliates and associated companies;
<i>Supplemental Documents</i>	those documents which supplement this agreement as listed in clause 1.3; and
<i>Website</i>	the website hosting the Platform,



	<p>https://platform.Seismicventures.co.uk/ and https://platform.seismic.vc including all sub- domains thereof.</p>
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